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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

1.2 Summary

- 1.2.1 Public Works and Government Services Canada (PWGSC), on behalf of the Department of National Defence (DND), has a request for the provision of a variety of building material to 5th Canadian Division Support Base (5 CDSB) Gagetown in Oromocto, New Brunswick, on an "as and when requested" basis, for two, one year periods following contract award.

It is anticipated the main delivery point shall be 5 CDSB Gagetown. Prices at Annex "B", Basis of Payment will apply to delivery points outside 5 CDSB Gagetown (namely points within the Range Training Area (RTA)) but additional delivery charges may be applicable. Users will seek confirmation of additional delivery charges and verify the distance to the delivery location from 5 CDSB (intersection of Turner Street and Cumberland Avenue, Google Plus Code RGMV+Q3W) prior to issuing a call-up.

- 1.2.2 The Offeror can submit pricing on as many or as few line items as they wish for each table they are providing an offer, but no less than 95% of all items. Offers for each table will be evaluated separately and will be evaluated on a line item basis.
- 1.2.3 The requirement is subject to a preference for Canadian goods.
- 1.2.4 The RFSO may result in the issuance of up to three (3) Standing Offers.
- 1.2.5 The period of the Standing Offer(s) is from 1 October 2022 to 30 September 2024.
- 1.2.6 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.3 Debriefings

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

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

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

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The **2006 (2022/03/29)** Standard Instructions - RFSO - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of **2006**, Standard Instructions - RFSO - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
B4024T	No Substitute Products	2020/07/01
C9000T	Pricing	2010/08/16
M0019T	Firm Price and/or Rates	2007/05/25
B1000T	Condition of Material – Bid	2014/06/26
C5200T	Transportation Costs	2010/01/11

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 Acquisitions, Bid Receiving Box
1st Floor, Suite 1212
100-1045 Main Street
Moncton, NB E1C 1H1

Email: TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca

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

Facsimile number: (506) 851-6759

2.3 Enquiries - RFSO

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

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

2.4 Applicable Laws

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

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.

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 CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the offer be gathered per section and separated as follows:

Section I: Financial Offer
Section II: Certifications

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

Section I: Financial Offer (1 hard copy)
Section II: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

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

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

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, Offerors are encouraged to submit offers electronically. If hard copies are required, Offerors should:
 - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
 - b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Financial Offer

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

The Offeror must submit in Annex "B" – Basis of Payment, a firm delivery price as per distance ranges listed. Kilometers to be measured, using Google Maps (<https://www.google.ca/maps>), from the location of the Offeror's shipping location to the destination address. If no firm delivery price is entered for a range, Canada will take that the offered delivery price is \$0.00. The firm delivery price will be firm for the initial year period of the Standing Offer. Delivery price for subsequent option periods will be adjusted as per Part 7. – Standing Offer and Resulting Contract Clauses, Section A. Standing Offer, Article 7.4.2.1.

The prices submitted by the Offeror are inclusive of all fees and expenses for the period of the Standing Offer.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "1" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.2 Exchange Rate Fluctuation

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

Section II: Certifications

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

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.
- (c) The evaluation team will determine if there are two or more offers with a valid Canadian Content certification with the offers coming from two or more Offerors that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those offers with a valid certification will be eligible to be issued a standing offer; otherwise, all offers will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that offers are non-responsive or withdrawal of offers by Offerors, that there are no longer two (2) or more responsive offers with a valid certification, then all responsive offers will be eligible to be issued a standing offer. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Financial Evaluation

4.1.1.1 Mandatory Financial Criteria

- i. The Offerors must submit with their offers, their proposed pricing information in accordance with Annex B – Basis of Payment, in Canadian Funds excluding applicable taxes. Pricing must be provided for any line item for each table the Offerors are submitting their respective offers. Failure to submit a line item's pricing information according to criteria of Annex B – Basis of Payment may result in the line item being disqualified and fail the mandatory financial criteria for the particular line item.
- ii. The Offeror must provide a maximum mark-up percentage for Special Orders for each zone they are offering to supply. If the mark-up percentage is left blank in the offer, an amount of 0% will be assumed and used in any resulting Standing Offer.
- iii. Up to three (3) Standing Offers will be issued.
- iv. Offers will be evaluated based on prices detailed in Annex B – Basis of Payment.

4.2 Financial Evaluation

The Financial Evaluation will take place as follows:

Line items will be evaluated based on the Firm Unit of Measure (UoM) Price, which is calculated using the "Numbers of Units per case", "Weight or Volume per Unit", "Item Measurement Unit", and "Price Per Unit of Supply".

In the event that three (3) or fewer offers are received:

- a. All items will be evaluated separately on a line item basis. The Offeror offering the lowest UoM Price will be issued the line item.

- b. If multiple Offerors submit the same UoM Price for an item, PWGSC will issue the line item to the Offeror who offers the greatest number of lowest priced line items.

In the event that more than three (3) offers are received:

- a. (i) In order to determine the top three Offerors, PWGSC will use the lowest priced items as per the UoM Price; and

(ii) In the event that the same UoM Price is received from multiple Offerors for one line item, PWGSC will issue this line item to the Offerors with the greatest number of lowest priced items.

- b. **Step 1:** All offers will be evaluated on a line item basis.

The three offers with the greatest number of lowest UoM Price line items will proceed to Step 2 of the evaluation. The remaining offers will receive no further evaluation.

Step 2: Of the three offers identified from Step 1, each line item will be evaluated again based on the UoM Price and the line item will be issued to the Offeror who offers the lowest UoM Price for the line item.

Example 1: Evaluation process when more than three (3) offers are received

The table below represents an example if more than 3 offers are received as outlined above.

Offeror	Items offered out of 100	Evaluation Step 1	Evaluation Step 2
Offeror A	100	12	
Offeror B	100	46	51
Offeror C	86	18	21
Offeror D	59	24	28

- c. As shown in Example 2 below, if the top two (2) Offerors have been determined and another two (2) or more Offerors have the same number of lowest UoM Price line items (i.e., resulting in a tie for issuance of a third Standing Offer), PWGSC will issue the third Standing Offer to the Offeror who has the highest total estimated usages of the line items where they have the lowest UoM Price.

Example 2: Evaluation process when 2 offers tie for having the same numbers of lowest UoM Price line items

Offeror	Items offered	Step 1 Item Distribution	Total Estimated Usages	Step 2 Item Distribution
Offeror A	100	12	962	
Offeror B	100	46		48
Offeror C	86	30		35
Offeror D	59	12	2,318	17

Note: In example 2, Offeror A and Offeror D both have 12 items where they are offering the lowest UoM Price after Step 1 of the evaluation process. It was then determined that Offeror D has the lowest UoM Price on items with the highest total estimated usages. The 12 items where Offeror A has the lowest UoM Price were then included in Step 2 evaluation, where all line items are issued to one of the top 3 Offerors (Offer B, C and D) who offer the lowest UoM Price for each of those 12 line items.

4.2.2 Evaluation of Price

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

4.3 Basis of Selection

An offer must comply with the requirements of the RFSO to be declared responsive.

If three (3) or fewer offers are received, the responsive offer with the greatest numbers of successful lowest UoM price line items, on a line item basis, will be recommended for issuance of a Standing Offer.

If more than three (3) offers are received, the three (3) responsive offers with the greatest numbers of successful lowest UoM price line items, on a line item basis, will be recommended for issuance of Standing Offers.

A maximum of three (3) Standing offers will be awarded.

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.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Board of Directors Certification

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

5.2.3.2 Procurement Business Number (PBN)

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

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

5.2.3.3 Canadian Content Certification

SACC Manual clause [A3050T](#) (2020/01/07) Canadian Content Definition

5.2.3.4 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

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

The Bidder certifies that:

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

5.2.3.5 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.5.1 General Environmental Criteria Certification

The Bidder **MUST** select and complete one of the following two certification statements.

A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Bidders' Authorized Representative Signature

Date

OR

B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of six (6) out of nine (9) criteria identified in the table below.

Solicitation No. - N° de l'invitation
W2037-230021/A
Client Ref. No. - N° de réf. du client
W2037-23-0021

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-2-45014

Buyer ID - Id de l'acheteur
MCT045
CCC No./N° CCC - FMS No./N° VME

The Bidder must indicate **which six (6) criteria, as a minimum**, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion
Promotes a paperless environment through directives, procedures and/or programs.	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client.	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification.	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	
Promotes the reuse and/or recycling of packaging materials.	
Provides energy efficient and ECO green products.	
Invoices and payment can be sent and processed electronically.	

Bidders' Authorized Representative Signature

Date

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 (2022/01/28) 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 Standing Offer Usage Reporting Form. 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 to the Standing Offer Authority no later than 30 days after the end of the reporting period.

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 15 calendar days** after the end of the reporting period.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

Solicitation No. - N° de l'invitation
W2037-230021/A
Client Ref. No. - N° de réf. du client
W2037-23-0021

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-2-45014

Buyer ID - Id de l'acheteur
MCT045
CCC No./N° CCC - FMS No./N° VME

The period for making call-ups against the Standing Offer is from 1 October 2022 to 30 September 2024.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Appendix 1 to Annex "A" of the Standing Offer.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Andrew MacFarlane
Title: Procurement Specialist
Public Services and Procurement Canada
Acquisitions Branch
Address: 1045 Main Street, 4th Floor
Moncton, New Brunswick
E1C 1H1
Telephone: (782) 377-4248
Facsimile: (506) 851-6759
E-mail address: Andrew.macfarlane@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 (*Offeror to complete with bid*)

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

6.6 Identified Users

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

6.7 Call-up 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 **\$100,000.00** (Applicable Taxes included).

6.9 Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$862,500.00** (Applicable Taxes included) 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 2 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 (2022/01/28)**, General Conditions - Standing Offers - Goods or Services;
- d) the general conditions **2010A (2022/01/28)**, General Conditions: Goods (Medium complexity)
- e) the supplemental conditions **4013 (2022/06/20)**, Compliance with on-site measures, standing orders, policies, and rules
- f) Annex A, Requirement;
- g) Annex B, Basis of Payment;
- h) Annex C, Usage Reporting Form;
- i) Annex D, Supplier Quality Assurance, Notification of Rejection/Discrepancy;
- j) the Offeror's offer dated _____.

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, and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer.

6.11.2 SACC Manual Clauses

SACC Reference	Section	Date
M3060C	Canadian Content Certification	2008/05/12

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 **New Brunswick**.

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 Standing Offer'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 Statement of 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 \(2022/01/28\)](#), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of [2010A \(2022/01/28\)](#), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

6.2.2 SACC Manual Clauses

[4013 \(2021/11/29\)](#), Compliance with on-site measures, standing orders, policies, and rules apply to and form part of the Contract.

6.2.2.1 Delivery and Unloading

1. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.
2. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

6.3 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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, as specified in **Annex B** and identified in the Call-up. 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.

The Contractor must provide Canada with any further price reductions in effect as a result of special offering due to year end or surplus production runs, special jobs lots, sales, clearances or promotions.

6.4.2 Limitation of Price

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

6.4.3 Single Payment

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

6.4.4 Electronic Payment of Invoices – Call-up

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

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

6.5 Invoicing Instructions

6.5.1 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.

one (1) copy must be forwarded to the consignee.

6.6 SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2011/05/16
B7500C	Excess Goods	2006/06/16
D0018C	Delivery and Unloading	2007/11/30
G1005C	Insurance – No Specific Requirement	2016/01/28

6.7 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 Requirement 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.

6.8 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.

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- (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](#)".

6.9 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

- (a) Goods must be consigned and unloaded to the destination specified in the Contract and delivered Delivered Duty Paid (DDP), Incoterms 2020 for shipments from a commercial contractor.

ANNEX " A "

STATEMENT OF REQUIREMENT

1. Requirement

- 1.1 For the provision of a variety of building material to 5th Canadian Division Support Base (5 CDSB) Gagetown in Oromocto, New Brunswick, on an "as and when requested" basis, for two, one year periods following contract award.
- 1.2 It is anticipated the main delivery point shall be 5 CDSB Gagetown. Prices at Annex "B", Basis of Payment will apply to delivery points outside 5 CDSB Gagetown (namely points within the Range Training Area (RTA)) but additional delivery charges may be applicable. Users will seek confirmation of additional delivery charges and verify the distance to the delivery location from 5 CDSB (intersection of Turner Street and Cumberland Avenue, Google Plus Code RGMV+Q3W) prior to issuing a call-up.
- 1.3 Annex "B" Basis of Payment includes a list of building materials that may be purchased under the Standing Offer(s). The list is not all exclusive, and items of a similar nature not listed herein may be ordered against the Standing Offer.

The Standing Offer must NOT be used for:

- **Lumber;**
 - **Aggregates;**
 - **Tools;**
 - **Electrical appliances;**
 - **Electrical supplies;**
 - **Plumbing supplies; or**
 - **Any other item that is available on an existing Standing Offer or Supply Arrangement.**
- 1.4 There is no minimum call-up limit and no minimum shipment.
 - 1.5 Each call-up is a separate contract and the shipment of deliverables for each call-up must be packaged separately.
 - 1.6 A packing slip indicating the Standing Offer number, the call-up number, the shipping date, quantity(ies), unit(s) and part number of deliverables must be included with each shipment. Packing slips will NOT be treated as invoices, a separate invoice MUST be forwarded to the requesting party for payment.
 - 1.7 The quantity of goods to be delivered by the Offeror is specified in the Call-up. The Offeror remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Offeror. Canada will not make any payment to the Offeror for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Offeror unless the Offeror agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Offeror.

- 1.8 If the product is damaged and/or defective, the Offeror must replace at no charge within five (5) working days of notification.
- 1.9 Unless specified, substitution of items called up (ordered) is not acceptable without prior approval by the Identified User.
- 1.10 Packaging and shipping is to be in accordance with the industry standard for the applicable items in order to ensure their safe arrival at destination. All items shall remain the responsibility of the Offeror until delivered and accepted by the Identified User. Costs associated with damage in transit to the destination will be borne by the Offeror.
- 1.11 Upon receipt of a call-up, the Offeror must advise the Identified User immediately if products are not available. The Offeror must, if possible, offer an equivalent item with the same specification or better at the same or lower price.

If requested, the Offeror must:

- Provide brand names, model and part numbers of the substitute products;
- Confirm the substitute product is fully interchangeable with the item specified;
- Provide complete specifications and descriptive literature for each substitute product.

2. Delivery

- 2.1 Deliveries must be made directly to the location detailed in the Call-up.
- 2.2 The Offeror must confirm the receiving hours of the specified location prior to attempting delivery. Goods delivered without receiving signature are the responsibility of the Offeror.
- 2.3 All orders will be placed a minimum of four (4) days prior to the expected day of delivery and DND personnel will be able to make **MINOR** amendments to the original order up until 1400hrs the business day before a delivery.
- 2.4 Discontinued items must be replaced with equivalent products equal in form, fit, and function at the same cost or less.
- 2.5 The Offeror must accept customer cancellations / amendments to call-ups for in stock items if they occur twenty-four (24) hours in advance of delivery. Non-stocked items if they occur 5 business day in advance of delivery.
- 2.6 Back Orders must be identified at time of delivery and received no later than 10 business days following the requested delivery date.
- 2.7 Final inspection and acceptance of product(s) rests solely with the consignee at the point of delivery. All products supplied must be of new manufacture and free of defects unless specifically ordered (i.e. scratch and dent doors). The consignee has the right to reject products at the time of delivery and unacceptable product(s) must be removed and replaced immediately by the Offeror;
- 2.8 Any damaged, stressed, opened, or repackaged products will not be accepted and will be returned to the Offeror at the Offeror's expense.

- 2.9 The Offeror must deliver the goods as per the Recommended Case Description or the Offerors Case Description and all products must be delivered in its original box or case.
- 2.10 The Identified User will identify any discrepancies and/or short shipments of products within two (2) days following delivery. The Offeror must issue a credit for all discrepancies and/or short shipments of products within seven (7) working days.
- 2.11 The Offeror agrees, upon notification of rejects or shortage of products, to replace any and all shorted items **within seven (7) working days**, (delivery costs occurred to replace all rejected items or shortfalls rest fully at the Offeror's expense).
- 2.12 Rejections also cover deliveries that are not completed in compliance with the delivery requirements under **2. Delivery**.

3. Invoicing

- 3.1 A bill of lading and a computerized purchase invoice one (1) copy (an original) must be provided to the consignee at the time of each delivery, "Hand written invoices will not accepted".
- 3.2 The Offeror must only charge for the items delivered and accepted. The Offeror is to ensure that a request for credit receipt is issued at the time of notification for all items that are not accepted by consignee's representative. The Offeror agrees to provide the consignee with a detailed credit receipt within (7) working days from delivery for all items that the consignee and Offeror agree that was shorted or damaged prior to delivery. Invoices will not be forwarded for payment until the Offeror provides the Consignee with approved credit receipt. The Offeror must ensure that all Invoices reflect correct pricing effective at the time of ordering. All invoices will be calculated in Canadian dollars.

Invoices must contain the following information:

Attn: Name of Requesting Unit
Unit's Complete Mailing Address
Invoice control number
Delivery Date
DND Call-up Number

4. Packaging

- 4.1 The Offerors must use every effort to utilize environmentally preferable packaging. The Government of Canada strives to ensure that the goods and services it procures advance the protection of the environment by integrating sustainable packaging specifications. All packaging material related to this procurement, to the best extent, should be reusable, recyclable or compostable in accordance with the definitions set forth below. Excluded material can also be found.
- 4.2 Sustainable packaging specifications

When possible, all packaging material related to this procurement should be reusable, recyclable or compostable in accordance with the following definitions:

4.2.1 Packaging
Product to be used for the containment, protection, handling, delivery, storage, transport and presentation of goods. (Source: ISO 21067-1:2016, Clause 2.1.1)

4.2.2 Reusable
Designed to be used multiple times for the same purpose with minimal, if any, processing.

A characteristic of a product or packaging that has been conceived and designed to accomplish within its life cycle a certain number of trips, rotations or uses for the same purpose for which it was conceived. (Source: CAN/CSA-ISO 14021, Clause 7.12.1.1)

4.2.3 Recyclable
Capable of being diverted from the waste stream through available processes and programs and can be collected, processed and returned to use in the form of raw materials or products. (Source CAN/CSA-ISO 14021, Clause 7.7.1)

4.2.4 Recyclable packaging
Packaging or a packaging component is recyclable if its successful post-consumer collection, sorting, and recycling is proven to work in practice and at scale. This means that there is an existing (collection, sorting and recycling) system in place that actually recycles the packaging and that covers significant and relevant geographical areas as measured by population size. (Source: adapted from the EMF New Plastics Economy Global Commitment)

4.2.5 Compostable
A characteristic of a product, packaging or associated component that allows it to biodegrade, generating a relatively homogeneous and stable humus-like substance. (Source: CAN/CSA ISO 14021, Clause 7.2.1)

NOTE: for packaging to be considered compostable it must be certified against the current standards (i.e., CAN/BNQ 0017-08 or ASTM D6400); it should also be proven that the certified packaging can be composted in practice and at scale, meaning that there is an existing (collection, sorting and recycling) system in place that actually composts the packaging and that covers significant and relevant geographical areas as measured by population size.

4.2.6 Excluded material
Often times packaging tape does not comply with the sustainable packaging specifications as reusable, recyclable or compostable material. As a result, packaging tape is considered to be excluded from the sustainable packaging specifications until more market readiness studies become available to determine otherwise.

5. Miscellaneous Items

- 5.1 Miscellaneous items are items that are not specified in Annex B and are not required by the client on a regular basis.
- 5.2 Miscellaneous items will be paid in accordance with the % of discount 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.
- 5.3 The total amount of miscellaneous items incorporated on any call-up must not exceed 30% of the individual call-up total value (taxes included).
- 5.4 Offerors price is to be in accordance with the lowest prices charged to the Offerors most favored customer for like quality and quantity of product on the date of delivery. The Offeror hereby certifies that the prices charged under this method of supply will be computed in accordance with the same accounting principles applicable to the prices shown herein.

6. Vendor's Performance:

- 6.1 The Offerors performance will be monitored by the Combat Training Centre (CTC) Contracts Office.
- 6.2 "Performance Factors" will include, but NOT limited to:
- Ability to PROVIDE items and quantities ordered;
 - Ability to immediately COMMUNICATE unavailability of products ordered at time of call-up (within two (2) business days);
 - Ability to provide products as per sizes requested at quoted prices;
 - Ability to deliver within required time frame AND the necessary location required at the site.
- 6.3 If at any time the performance is NOT satisfactory, documentation will be forwarded to Public Works and Government Services Canada.
- 6.4 Failure to provide the level of quality of goods and services as defined herein OR non-compliance with the product descriptions at Annex B, the List of Products, **more than five (5) times during a 90 day period** will result in the following:
- 6.4.1** Initial notice of failure to provide the level of service required, quality products or correct product size etc....;
- 6.4.2** Additional incidents will result in a written notification requesting corrective action; and
- 6.4.3** For a sixth incident, the vendor will be advised that their Standing Offer has been set-aside, and no further call-ups will be processed.

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APPENDIX 1 to ANNEX " A "

LOCATIONS

1. Zones

- 1.1 Contractors must deliver to all locations identified in the zone for which they hold a Standing Offer.

Zone 2 – New Brunswick

Department	Location Name	Location Address	Delivery Information and Special Instructions
Department of National Defence	CFB Gagetown	5th Canadian Division Support Base Gagetown Oromocto, New Brunswick E2V 4J5	Various locations within CFB Gagetown. Addresses will be included on the Call-up

ANNEX " B "

BASIS OF PAYMENT

Annex B is comprised of 2 parts:

1. Note to the Offerors
2. See attached Excel spreadsheet for the list of items.

Note to the Offerors:

1. All shipping charges are included in the quoted prices per item.
 2. Estimated Usages are based on typical client department volumes in each zone. Due to COVID-19 measures taken at client department locations, food service may be reduced and may impact ordering volume and frequency.
 3. Special Order Product(s) are products that are not listed in the Excel part of Annex B. Offerors are requested to fill out Special Order Products that are requested using call-ups against a Standing Offer. The call-ups will be charged in accordance with the Offeror's cost, plus the Offeror's maximum percentage mark-up as indicated in their bid.
 4. Instructions on how to complete the attached excel spreadsheets:
 - Introduction Sheet: Please indicate the kilometric delivery rate in section 4.
 - Tables A through G:
 - o Column B: Offeror to indicate Stocked or Non-Stocked;
 - o Column H: Offeror **must** insert their price;
 - o Column J: Offeror **must** insert their price; and
 - o Column L: Offeror can provide any comments they have for that particular line item.
- Please note:** It is the Offeror's sole responsibility to ensure all required information for their proposed line items are provided by bid closing. Canada will not be liable if any information is missing or not provided for these line items by bid closing. Clarification may be sought during the evaluation phase.
5. Bidders will be required to submit their bid electronically for evaluation purposes, via email, if CPC Connect is not used to submit the bid. No handwritten bids will be accepted.
 6. Prices must be provided in 2 decimal place format (example: \$2.99 per kilogram).

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ANNEX “ 1 ” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

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

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

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ANNEX “ D ”

SUPPLIER QUALITY ASSURANCE, NOTICE OF REJECTION/DISCREPANCY

If you are not receiving the quality level of goods or services expected from the supplier, please complete this feedback form with specific details.

Department/Unit (with complaint)

Date of Discrepancy

Supplier/Company Name

Standing Offer #

Supplier Product Code

Unitrak or FSIMS Code

1. TYPE OF DISCREPANCY (Check appropriate remarks below)

- Did not meet delivery time
- Invoices did not conform to contract/order terms
- Good/services did not meet specification requirements
- Delivery charges were added
- Other (specify in Remarks section)

2. ACTION TAKEN (Check appropriate remarks below)

- Replacement requested
- Shipment quarantined due to hygiene reasons
- Replaced by local purchase (LPO)
- Goods accepted due to operational requirements.
- Goods returned to the Supplier.

1. REMARKS (Specify details of Rejection/Discrepancy).

4. DATE SUBMITTED

5. CONTACT NAME

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ANNEX "E"

DIRECTORS AND/OR OWNERS OF THE BIDDER

COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE BIDDER

(Choose and insert if applicable - Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.)

Complete Legal Name of Supplier: _____

Supplier Address: _____

NOTE TO BIDDERS: WRITE DIRECTORS' AND/OR OWNERS' SURNAMES AND GIVEN NAMES

NAME	JOB TITLE / POSITION

Include additional names on a separate sheet if required.

2. Procurement Business Number (PBN)

Please refer to Section 02, [Procurement Business Number](#) of the [2006](#) (2019-03-04) Standard Instructions – Request for Standing Offers - Competitive Requirements

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.