



Bid Fax: (613) 545-8067

Offre à commandes individuelle régionale (OCIR)

Comments - Commentaires

Raison sociale et adresse du fournisseur/de l'entrepreneur

K7L 1X3

| | |
|--|---|
| Title - Sujet Concrete Ready - Mix | |
| Solicitation No. - N° de l'invitation 21C41-161003/A | Date 2016-10-04 |
| Client Reference No. - N° de référence du client 21C41-16-1003 | GETS Ref. No. - N° de réf. de SEAG PW-\$KIN-690-7014 |
| File No. - N° de dossier KIN-6-46026 (690) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-11-14 | Time Zone Fuseau horaire Eastern Standard Time EST |
| Delivery Required - Livraison exigée See Herein | |
| Address Enquiries to: - Adresser toutes questions à: Rider, Kim (Buyer) | Buyer Id - Id de l'acheteur kin690 |
| Telephone No. - N° de téléphone (613)449-4531 () | FAX No. - N° de FAX (613)545-8067 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA CORCAN Construction ONTARIO 1455 Bath Road KINGSTON Ontario K7L 5E6 Canada | |
| Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité. | |

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

| | |
|---|-----------|
| PART 1 - GENERAL INFORMATION | 3 |
| 1.1 INTRODUCTION..... | 3 |
| 1.2 SUMMARY | 3 |
| 1.3 DEBRIEFINGS | 4 |
| PART 2 - OFFEROR INSTRUCTIONS | 4 |
| 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS | 4 |
| 2.2 SUBMISSION OF OFFERS | 4 |
| 2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS | 4 |
| 2.4 APPLICABLE LAWS..... | 4 |
| PART 3 - OFFER PREPARATION INSTRUCTIONS..... | 5 |
| 3.1 OFFER PREPARATION INSTRUCTIONS..... | 5 |
| PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION | 6 |
| 4.1 EVALUATION PROCEDURES..... | 6 |
| 4.2 BASIS OF SELECTION..... | 6 |
| PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION | 6 |
| 5.1 CERTIFICATIONS REQUIRED WITH THE OFFER | 7 |
| 5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION | 7 |
| PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES | 7 |
| A. STANDING OFFER | 7 |
| 6.1 OFFER..... | 7 |
| 6.2 SECURITY REQUIREMENTS | 8 |
| 6.3 STANDARD CLAUSES AND CONDITIONS..... | 8 |
| 6.4 TERM OF STANDING OFFER | 8 |
| 6.5 AUTHORITIES | 9 |
| 6.5.4 IDENTIFIED USERS | 10 |
| 6.6 CALL-UP PROCEDURES | 10 |
| 6.6.1 CALL-UP INSTRUMENT | 10 |
| 6.7 LIMITATION OF CALL-UPS | 10 |
| 6.8 PRIORITY OF DOCUMENTS | 10 |
| 6.10 APPLICABLE LAWS..... | 10 |
| B. RESULTING CONTRACT CLAUSES | 10 |
| 6.1 REQUIREMENT | 11 |
| 6.2 STANDARD CLAUSES AND CONDITIONS..... | 11 |
| 6.3 TERM OF CONTRACT | 11 |
| 6.4 PAYMENT | 11 |
| 6.6 INVOICING INSTRUCTIONS | 11 |
| 6.7 INSURANCE | 12 |
| ANNEX A..... | 13 |
| REQUIREMENT | 13 |
| ANNEX B..... | 14 |

Solicitation No. - N° de l'invitation
21C41-161003/A
Client Ref. No. - N° de réf. du client
21C41-16-1003

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-6-46026

Buyer ID - Id de l'acheteur
kin690
CCC No./N° CCC - FMS No./N° VME

BASIS OF PAYMENT..... 14

ANNEX “C” TO PART 3 OF THE REQUEST FOR STANDING OFFERS 15

ELECTRONIC PAYMENT INSTRUMENTS.....15

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

1.2 Summary

To establish a Regional Individual Standing Offer for the supply and delivery of ready mix concrete for CORCAN Construction on an as required basis. Destinations in Annex A.

All work shall be performed on an as and when requested basis in accordance with the Statement of work at Annex A herein. No minimum call-up will apply.

Period of Standing Offer: the period of the Standing Offer will be from date of issue of the Standing offer to 30 September 2018.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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.

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>) 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 (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 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.

2.4 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Financial Offer (1 hard copy)

Section II: Certifications (1 hard copy)

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 their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

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

Section I: Financial Offer

Offerors must submit their financial offer in accordance with the "Basis of Payment Annex B, Basis of Payment"). The total amount of Applicable Taxes must be shown separately.

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 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.

4.1.2 Financial Evaluation

4.1.2.1 Financial Evaluation Criteria

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

The Offeror must complete and submit with its offer, Annex B - Basis of Payment, pricing must be provided for all line items as listed..

Offer will be evaluated based on the prices detailed in Annex B- Basis of Payment.

Evaluation for each year will be calculated by multiplying the estimated quantity by the unit price to established the extended price. The sum total of the extended price will establish the aggregate total for each year. Evaluation will be based on the sum total of the 2 years combined.

The estimated usage provided herein is for the sole purpose of establishing an evaluation tool. These usages are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer will be recommended for issuance of a standing offer.

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.

Solicitation No. - N° de l'invitation
21C41-161003/A
Client Ref. No. - N° de réf. du client
21C41-16-1003

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-6-46026

Buyer ID - Id de l'acheteur
kin690
CCC No./N° CCC - FMS No./N° VME

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 [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 with its offer the required documentation, as applicable), 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 [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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's website](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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 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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

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

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

The quarterly reporting periods are defined as follows:

- 1st quarter: date of issue to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issue to 30 September 2018.

Solicitation No. - N° de l'invitation
21C41-161003/A
Client Ref. No. - N° de réf. du client
21C41-16-1003

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-6-46026

Buyer ID - Id de l'acheteur
kin690
CCC No./N° CCC - FMS No./N° VME

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Kim Rider
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 86 Clarence St. 2nd Floor
Telephone: 613-5458739
Facsimile: 613-545-8067
E-mail address: kim.rider@pwgsc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

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

6.5.3 Offeror's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

Solicitation No. - N° de l'invitation
21C41-161003/A
Client Ref. No. - N° de réf. du client
21C41-16-1003

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-6-46026

Buyer ID - Id de l'acheteur
kin690
CCC No./N° CCC - FMS No./N° VME

6.5.4 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Correctional Services Canada.

6.6 Call-up Procedures

6.6.1 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer, etc.).

6.7 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Applicable Taxes included).

6.8 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 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- e) the general conditions 2010A (2016-04-04 General Conditions – Goods (Medium Complexity)
- f) Annex A Requirement
- g) Annex B, Basis of Payment
- j) the Offeror's offer dated _____ .

6.9 Compliance

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

6.10 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.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010A (2016-04-04), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

6.3 Term of Contract

6.3.2 Delivery Date

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

6.4 Payment

6.4.1 Basis of Payment – Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s)", as specified in Annex B" Basis of Payment, as stipulated in the call-up. Customs duties are included and Applicable Taxes are extra.

6.4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

6.4.3 Method of Payment

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

6.5 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.

6.6 Invoicing Instructions

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

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.

Solicitation No. - N° de l'invitation
21C41-161003/A
Client Ref. No. - N° de réf. du client
21C41-16-1003

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-6-46026

Buyer ID - Id de l'acheteur
kin690
CCC No./N° CCC - FMS No./N° VME

6.7 Insurance

SACC Manual clause G1005C (2008-05-12) Insurance

Solicitation No. - N° de l'invitation
21C41-161003/A
Client Ref. No. - N° de réf. du client
21C41-16-1003

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-6-46026

Buyer ID - Id de l'acheteur
kin690
CCC No./N° CCC - FMS No./N° VME

ANNEX A

REQUIREMENT

The Contractor will supply and deliver Ready-Mix Concrete for Correctional Services Canada.

Ready Mix concrete shall be delivered to the following address(s) (Supply only)

Collins Bay Institution
1455 Bath Road
Kingston, ONT
K7L 4V9

Joyceville Institution
Highway 15
Kingston, ONT
K7L 4X9

Bath Institution
5775 Bath Road
Bath, ONT
KOH 1G0

Delivery will be within 3 business days of receipt call-up.

No minimum call-up will apply.

Solicitation No. - N° de l'invitation
21C41-161003/A
Client Ref. No. - N° de réf. du client
21C41-16-1003

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-6-46026

Buyer ID - Id de l'acheteur
kin690
CCC No./N° CCC - FMS No./N° VME

ANNEX B
BASIS OF PAYMENT

1st year – from date of issue to 30 September 2017

2nd year – 1 October 2017 to 30 September 2018

| | 1st Year | Unit Price | Year 2 | Unit Price |
|--|-----------------|-------------------|---------------|-------------------|
| | Est Usage | price/m3 | Est Usage | price/m3 |
| 1. CONCRETE READY-MIX, 3000 PSI, 20 MPA | 30m3 | \$_____ | 30m3 | \$_____ |
| a) Standard Mix | | | | |
| 2. CONCRETE READY-MIX, 3500 PSI, 25 MPA | | | | |
| a) Standard Mix | 280m3 | \$_____ | 280m3 | \$_____ |
|) Heated, if required | 10m3 | \$_____ | 10m3 | \$_____ |
| c) 1% Calcium added, if required | 10m3 | \$_____ | 10m3 | \$_____ |
| 3. CONCRETE READY-MIX, 4750 PSI, 32 MPA | | | | |
| a) Standard Mix | 280m3 | \$_____ | 280m3 | \$_____ |
| b) Heated, if required | 10m3 | \$_____ | 10m3 | \$_____ |
| c) 1% Calcium added, if required | 10m3 | \$_____ | 10m3 | \$_____ |

Solicitation No. - N° de l'invitation
21C41-161003/A
Client Ref. No. - N° de réf. du client
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kin690
CCC No./N° CCC - FMS No./N° VME

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

ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);