

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave. Jaspe  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510**

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

Regional Individual Standing Offer (RISO)  
Offre à commandes individuelle régionale (OCIR)

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

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

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> Autobody Repairs	
<b>Solicitation No. - N° de l'invitation</b> W0127-17P016/A	<b>Date</b> 2018-04-10
<b>Client Reference No. - N° de référence du client</b> W0127-17P016	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-206-11354
<b>File No. - N° de dossier</b> EDM-8-41001 (206)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-05-23</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Brent Peters	<b>Buyer Id - Id de l'acheteur</b> edm206
<b>Telephone No. - N° de téléphone</b> (780)235-8279 ( )	<b>FAX No. - N° de FAX</b> (780)497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE EDMONTON GARRISON Bld187 Sapper Way STN FORCES P.O.BOX 10500 EDMONTON Alberta T5J4J5 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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**REGIONAL INDIVIDUAL STANDING OFFER (RISO) FOR AUTOBODY REPAIRS  
AT DND – CFB EDMONTON, ALBERTA**

**TABLE OF CONTENTS**

<b>PART 1 - GENERAL INFORMATION.....</b>	<b>3</b>
1.1 INTRODUCTION .....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS.....	3
<b>PART 2 - OFFEROR INSTRUCTIONS.....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS.....	4
2.3 FORMER PUBLIC SERVANT .....	4
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS .....	6
2.5 APPLICABLE LAWS.....	6
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS .....</b>	<b>6</b>
3.1. OFFER PREPARATION INSTRUCTIONS .....	6
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....</b>	<b>7</b>
4.1 EVALUATION PROCEDURES .....	7
4.2 BASIS OF SELECTION .....	8
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.....</b>	<b>8</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....	8
5.2 CERTIFICATIONS PRECEDENT TO ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	9
<b>PART 6 – INSURANCE REQUIREMENTS.....</b>	<b>9</b>
6.1 INSURANCE REQUIREMENTS – PROOF OF AVAILABILITY – PRIOR TO ISSUANCE OF A STANDING OFFER ..	9
<b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES.....</b>	<b>10</b>
<b>A. STANDING OFFER.....</b>	<b>10</b>
7.1 OFFER .....	10
7.2 SECURITY REQUIREMENTS .....	10
7.3 STANDARD CLAUSES AND CONDITIONS.....	10
7.4 TERM OF STANDING OFFER .....	10
7.5. AUTHORITIES .....	11
7.6 PROACTIVE DISCLOSURE OF CONTRACT WITH FORMER PUBLIC SERVANTS.....	11
7.7 IDENTIFIED USERS.....	11
7.8 CALL-UP INSTRUMENT.....	12
7.9 LIMITATION OF CALL-UPS .....	12
7.10 FINANCIAL LIMITATION.....	12
7.11 PRIORITY OF DOCUMENTS .....	13
7.12 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	13
7.13 APPLICABLE LAWS.....	13
7.14 PRICE LISTS .....	13
7.15 ESTIMATES .....	13

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<b>B. RESULTING CONTRACT CLAUSES .....</b>	<b>14</b>
7.1 STATEMENT OF WORK .....	14
7.2 STANDARD CLAUSES AND CONDITIONS.....	14
7.3 TERM OF CONTRACT .....	14
7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	14
7.5 PAYMENT .....	14
7.6 INVOICING INSTRUCTIONS .....	15
7.7 INSURANCE REQUIREMENTS .....	15
7.8 SACC MANUAL CLAUSES.....	16
<b>ANNEX A.....</b>	<b>17</b>
STATEMENT OF WORK .....	17
<b>ANNEX B.....</b>	<b>19</b>
BASIS OF PAYMENT .....	19
<b>ANNEX C.....</b>	<b>20</b>
INSURANCE REQUIREMENTS.....	20
<b>ANNEX D.....</b>	<b>23</b>
STANDING OFFER USAGE REPORT .....	23
<b>ANNEX E TO PART 3 OF THE REQUEST FOR STANDING OFFERS .....</b>	<b>24</b>
ELECTRONIC PAYMENT INSTRUMENTS.....	24

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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 | Insurance Requirements; 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 Work, Basis of Payment, Insurance Requirements, Standing Offer Usage Report, and Electronic Payment Instruments.

### **1.2 Summary**

- 1.2.1** The Department of National Defence (DND) 1 Service Battalion Maintenance Company (1 Svc Bn Maint Coy) located at CFB Edmonton, requires a Regional Individual Standing Offer (RISO), for the supply of all labour, materials, parts, tools, equipment, transportation and supervision necessary to provide body repairs to various types of vehicles on an "as required" basis as outlined in Annex A.

The Standing Offer is requested for a period of three (3) years from the date of offer issuance.

- 1.2.2** The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

The requirement is limited to Canadian goods and/or services.

### **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) (<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 (2017-04-27) 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

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

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

### **2.2 Submission of Offers**

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

**Transmission of offers by facsimile to PWGSC will 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: 2012-2](#) 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.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **2.4 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.

## **2.5 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 Alberta.

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

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1. Offer Preparation Instructions**

Due to the nature of the RFSO, offers transmitted by epost Connect service will not be accepted.

And,

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

Section I: Technical Offer (one hard copy or facsimile copy)  
Section II: Financial Offer (one hard copy or facsimile copy)  
Section III: Certifications (one hard copy or facsimile copy)

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 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](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: 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 E Electronic Payment Instruments, to identify which ones are accepted.

If Annex E 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 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 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**

Failure to meet any of the following mandatory criteria at solicitation closing will render your submission non-compliant and it will be given no further consideration.

- a) Compliance with the terms and conditions contained in this document.
- b) Provision of pricing as requested.
- c) Ability to perform the full scope of the work, as described in Annex A.

#### **4.1.2 Financial Evaluation**

The Evaluated Price will be calculated in the following method:



- a) Items 1, 2, 3 from Annex B: Basis of Payment will be evaluated by multiplying the unit price for each year by the estimated usage and aggregating these totals.
- b) The aggregated total of each line item be added together to determine a Total Evaluated Offer Price.

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

## 4.2 Basis of Selection

### 4.2.1 Basis of Selection

An offer must comply with all of the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated offer price 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.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### 5.1.2 Additional Certifications Required with the Offer

##### 5.1.2.1 Canadian Content Certification

This procurement is limited to Canadian goods and Canadian services.

The Offeror certifies that:

( ) a minimum of 80 percent of the total price for the offer consist of Canadian goods and Canadian services as defined in paragraph 5 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#).(9), Example 2, of the [Supply Manual](#).

**5.1.2.1.1** SACC Manual clause [A3050T](#) (2014-11-27), Canadian Content Definition

## **5.2 Certifications Precedent to 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 procurement 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](#) website.

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 – INSURANCE REQUIREMENTS**

### **6.1 Insurance Requirements – Proof of Availability – Prior to issuance of a Standing Offer**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex A.

#### 7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

#### 7.3 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 issued by Public Works and Government Services Canada.

##### 7.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 7.3.2 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 D. 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: April 1 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 15 calendar days after the end of the reporting period.

#### 7.4 Term of Standing Offer

##### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of offer issuance to \_\_\_\_\_. *(to be completed upon offer award)*

## **7.5. Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Brent Peters  
Procurement Specialist  
Public Works and Government Services Canada  
Acquisitions Branch, Western Region  
ATB Place, North Tower  
5<sup>th</sup> Floor – 10025 Jasper Avenue  
Edmonton, AB T5J 1S6  
Telephone: 780-235-8279  
Facsimile: 780-497-3510  
E-mail address: Brent.Peters@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.

### **7.5.2 Project Authority** (will be inserted at contract award)

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.

### **7.5.3 Offeror's Representative** (should be completed by Offeror at time of offer)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_  
Procurement Business Number (PBN): \_\_\_\_\_

## **7.6 Proactive Disclosure of Contract 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: 2012-2](#) of the Treasury Board Secretariat of Canada.

## **7.7 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: The Department of National Defence (DND) 1 Service Battalion Maintenance Company (1 Svc Bn Maint Coy) located at CFB Edmonton, AB.

## 7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 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.

## 7.9 Limitation of Call-ups

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

## 7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ \_\_\_\_\_ (Applicable Taxes excluded) (*to be determined at offer award*) 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.

### 7.11 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 (2016-04-04), General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Standing Offer Usage Report;
- i) Annex E, Electronic Payments Instruments
- j) the Offeror's offer dated \_\_\_\_\_. (*insert date of offer*)

### 7.12 Certifications and Additional Information

#### 7.12.1 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.

### 7.13 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 \_\_\_\_\_. (*to be completed prior to offer award*)

### 7.14 Price Lists

Following issuance of a Standing Offer, it is the Offeror's responsibility to supply and update price lists and/or catalogues as Canada may require. The Offeror must provide one (1) copy of its catalogue and price list and updates to each Identified User requesting a copy. The Offeror must further send one (1) copy to the Standing Offer Authority at the address stated in the Standing Offer.

### 7.15 Estimates

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.

## **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.

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

[2010C](#) (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of [2010C](#) (2016-04-04) General Conditions – Services (Medium Complexity) will not apply to payments made by credit cards. *(if applicable)*

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

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

### **7.4 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: 2012-2](#) of the Treasury Board Secretariat of Canada.

### **7.5 Payment**

#### **7.5.1 Basis of Payment – Limitation of Expenditure**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure as indicated in the call-up document. Customs duties are included and Goods and Services Tax is extra, if applicable.

#### **7.5.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed the amount indicated in the call-up document. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.5.3 SACC Manual Clauses

A9117C (2007-11-30), T1204 – Direct Request by Customer Department  
H1000C (2008-05-12), Single Payment  
C0710C (2007-11-30), Time and Contract Price Verification  
C0705C (2010-01-01), Discretionary Audit

### 7.5.4 Electronic Payment of Invoices – Call-up (*if applicable*)

The Contractor accepts to be paid using 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).

### 7.6 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.

Each invoice must be supported by:

- a. copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. a copy of the monthly progress report.
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.

### 7.7 Insurance Requirements



The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **7.8 SACC Manual Clauses**

A9062C (2011-05-16), Canadian Forces Site Regulations

A9039C (2008-05-12), Salvage

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

B1501C (2006-06-16), Electrical Equipment

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## ANNEX A STATEMENT OF WORK

### BACKGROUND:

1 Service Battalion Maintenance Company (1 Svc Bn Maint Coy) is responsible for the maintenance and repair of a large fleet of various vehicles, up to and including large, commercial style motor coaches (buses). Because there are so many types of vehicles, of both military and civilian pattern, it is difficult for Department of National Defence (DND) to provide all the parts, labour and expertise required to make repairs to all of the fleet.

### REQUIREMENT:

A Regional Individual Standing Offer is required for the supply of all labour, materials, parts, tools, equipment, transportation and supervision necessary to provide body repairs to various types of vehicles on an "as required" basis.

Services are to be performed at the Offeror's location. As DND will be responsible for transporting the vehicles to the Offeror facility, **the Offeror's facility must be located within a 40 km radius of CFB Edmonton.**

### **PART ONE – SPECIFIC REQUIREMENT**

- Vehicle repair services in this section are for auto body restoration/repairs to various Military and civilian pattern vehicles including, but not limited to Ford, GMC, Honda, Toyota, Hyundai, Chevrolet, Chrysler, International vehicles and other heavy equipment such as 3Ton, 5Ton and Dump Trucks.
- Typical services may include but not limited to repair, restoration, modification to vehicles and replacement of damaged parts, sandblasting, painting, damage appraisals, frame and body structural repairs, body sheet metal work, plastic repairs.
- DND will be responsible for the pick-up and return of the vehicles, from Edmonton Garrison to the Offeror's facility.
- For standard repairs, the Offeror must be able to respond and complete repairs within 14 days from issuance of a Call-Up.
- All work is to be performed by a certified journeyman Automotive Body Technician (or equivalent trade certificate), or by apprentices under direct supervision by a certified technician.
- The Department of National Defence may request the Offeror to provide proof of recognized credentials at any time during the period of the Standing Offer.

### **PART TWO – GENERAL REQUIREMENT**

#### 1. **Estimates**

The Offeror must provide a written, itemized service report upon completion of each Call-Up against the Standing Offer.

#### 2. **Parts**

*Exchange Parts Plan*

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The worn or damaged parts and components covered by the terms of the Standing Offer document will be exchanged for factory rebuilt parts on the basis of one-for-one and like-for-like. In the event factory rebuilt parts are not available, new and unused parts and components will be supplied instead.

#### *Used Parts Plan*

If the Offeror plans to utilize recycled or after-market parts, a warranty must be provided by manufacturer or Offeror that is equal to a warranty offered for an OEM equivalent. The Offeror must also verify that the use of after-market parts will not void any new vehicle manufacturer's warranty, or impact your obligations under a vehicle lease contract.

#### **Core Charges**

Where applicable, core charges for existing parts must be identified in estimates provided prior to work commencement. The Offeror will provide Canada with proof of the manufacturer's final core value. The final core value will be deducted from the final invoice for work done for each call up.

#### **Price List**

Following issuance of a Standing Offer, it is the Offeror's responsibility to supply and update price list and/or catalogues as Canada may require. The Offeror must provide one (1) copy of its catalogue and price list and updates thereof to the Technical Authority. The Offeror must further send one (1) to the Contracting Authority at the address stated in the Standing Offer.

#### **Special Offers**

In addition to the above pricing, special offering due to year end or surplus manufacturing runs, special job lots, sales, etc. are to be made available as they occur if the lesser cost is under the above pricing arrangement.

#### **Warranty**

##### *General*

The Work is subject to inspection and acceptance by DND. Despite prior acceptance of the Work and without restricting any conditions or warranty imposed by law, the Offeror, if requested by the DND to do so, must replace, repair or correct at its option and its own expense any Work which becomes defective or which fails to conform to the requirements, where applicable. Any work replaced, repaired or corrected pursuant to this section is subject to all provisions of the contract to the same extent as Work initially performed.

##### *Warranty Period – Labor and Parts*

The warranty period for labor and parts will be for a period no less than a specified "Base Warranty" of 1 year for new parts/ labor and 90 days for refinished parts/ labor.

## ANNEX B BASIS OF PAYMENT

- Unit prices must remain firm for the periods indicated and will include all costs associated with labour, materials, equipment, tools, supervision and transportation necessary to carry out the work.
- Unit prices must not include any additional overtime charges, as work requested must be done within the Offeror's standard operating hours.
- Firm unit price does not include applicable taxes, applicable taxes are extra and will be added as a separate line item on any resulting invoice.
- Estimated usages are for evaluation purposes only and do not constitute a guarantee of work required and will not form part of any resultant standing offer or call-up.
- Verification of Offeror's cost to be provided with invoices.

Item	Description	Yearly Est. Usage	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3
	<b>Labour:</b>				
1.	Regular hourly rate for a Certified Technician as per the Statement of Work, Annex A.	500 hours	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
	<b>Parts:</b>				
2.	Prices from current published price list less a discount of _____%	\$40,000	_____ %	_____ %	_____ %
<b>C</b>	<b>Shop Supplies:</b>				
3.	To be charged based on a _____% mark-up of total labour and parts invoiced for each call-up.	\$4,000	_____ %	_____ %	_____ %

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## **ANNEX C**

### **INSURANCE REQUIREMENTS**

#### **1. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

**For other provinces and territories, send to:**

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## **2. AUTOMOBILE LIABILITY INSURANCE**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - e. OPCF/SEF/QEF #3 – Drive Government Automobiles Endorsement

## **3. GARAGE AUTOMOBILE LIABILITY INSURANCE**

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1. The Contractor must obtain Garage Automobile Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
  2. The Garage Automobile Liability policy must include the following:
    - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
    - b. Legal Liability for damage to a Customer's Automobile while in the care, custody or control of the Insured including Collision or Upset and Comprehensive Damage (including open lot theft).
    - c. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada represented by Public Works and Government Services Canada.
    - d. Notice of Cancellation: The Insurer will endeavor to provide the Standing Offer Authority thirty (30) days written notice of cancellation.

**ANNEX D**  
**STANDING OFFER USAGE REPORT**

**Quarterly Usage Report Schedule:**

<b>Period:</b>	<b>Report Due:</b>
January 1 to March 31	April 15
April 1 to June 30	July 15
July 1 to September 30	October 15
October 1 to December 31	January 15

The Offeror hereby offers to provide information on completed Call-ups as per the format below:

<b>Supplier Name</b>		<b>Standing Offer Name</b>	
<b>Standing Offer Number</b>		<b>Reporting Period</b>	
<b>Standing Offer Authority</b>	Brent Peters		

<b>Call-up Number</b>	<b>Dollar Value (Taxes included)</b>
<b>(A) Total Dollar Value Call-ups for this reporting period:</b>	
<b>(B) Accumulated Call-up totals to date:</b>	
<b>(A+B) Total Accumulated Call-ups</b>	

**NIL REPORT:** During the above reporting period there have been no call-ups issued against this Standing Offer ( ).

<b>PREPARED BY:</b>	
<b>NAME</b>	
<b>TELEPHONE NUMBER</b>	
<b>SIGNATURE</b>	
<b>DATE</b>	

Send Report to: [PWGSC.WRPAEDM-ROAAEDM.TPSGC@pwgsc-tpsgc.gc.ca](mailto:PWGSC.WRPAEDM-ROAAEDM.TPSGC@pwgsc-tpsgc.gc.ca) or fax to: (780) 497-3510.



Solicitation No. - N° de l'invitation  
W0127-17P016/A  
Client Ref. No. - N° de réf. du client  
W0127-17P016

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-8-41001

Buyer ID - Id de l'acheteur  
edm206  
CCC No. - N° CCC /FMS No. - N° VME

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**ANNEX E TO PART 3 OF THE REQUEST FOR STANDING OFFERS**  
**ELECTRONIC PAYMENT INSTRUMENTS**  
(Offeror to complete as applicable)

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).