



This request for standing offers (RFSO) cancels and supersedes previous RFSO number W2585-18002/B dated 2018-08-24 with a closing of 2018-10-09 at 2:00p.m CDT.

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Solicitation No. - N° de l'invitation  
W2585-180002/C  
Client Ref. No. - N° de réf. du client  
W2585-180002

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

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

### **1.2 Summary**

The Department of National Defence (DND) at 17 Wing, Detachment Dundurn, Dundurn, Saskatchewan, S0K 1K0 has a requirement for a Regional Individual Standing Offer (RISO) for the provision of all transportation, equipment, tools and materials necessary to provide short term (less than 6 month) Forklift rentals as detailed in Annex A - Requirement.

DND requires the successful supplier to be able to provide all 4 types of Forklifts identified in Annex B – Basis of Payment , and the supplier must have access to provide 4 of each type at any one time as required in a call-up against the Standing Offer.

Rentals are required for one geographical location listed herein on an as required basis for Detachment Operational use.

The period of Standing Offer is from date of issuance to May 31, 2019 with two one (1) year option periods.

- 1.2.1 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement (CCOFTA), and the Canada-Panama Free Trade Agreement (CPAFTA), the Canada-European Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.2.2 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation for offer submission. Offerors must refer to Part 2 of the RFSO entitled Instructions to offerors for further information.

### 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](#) (2018-05-22) 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 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:

Bid Receiving Public Works and Government Services Canada  
Government of Canada Building  
101 22<sup>nd</sup> Street East, Suite 110  
Saskatoon, SK S7K 0E1

[ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca) \*Bids/Offer will not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.

Fax: (306) 975-5397

### 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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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 Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPSs 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, Bidders agree that the successful Bidder'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 Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder 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.

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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 ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## **2.5 Applicable Laws**

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

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 8 of the 2006 standard instructions and as amended in Part 2 - Offeror Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer

Section II: Financial Offer

Section III: 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: Technical Offer (one (1) hard copy)

Section II: Financial Offer (one (1) hard copy)

Section III: Certifications (one (1) hard copy)

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

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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](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 "D" Electronic Payment Instruments, to identify which ones are accepted.

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

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

##### **3.1.2 Exchange Rate Fluctuation**

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

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

- (a) An offeror must be able to perform the full scope of the work described in the Annex A, "Requirement" and meet the Minimum Mandatory Performance Specifications detailed in the Compliance Matrix.
- (b) Offerors must complete the Compliance Matrix as detailed in Annex A, "Requirement".

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Evaluation of Price – Offer**

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

The total Offer Price will be determined as follows:

At Annex "B" – Basis of Payment

For each line item:

1. The estimated daily usage (A) will be multiplied by the daily rate (B)
2. The estimated weekly usage (A) will be multiplied by the weekly rate (C)
3. The estimated monthly usage (A) will be multiplied by the monthly rate (D)

Total from Items 1, 2, and 3 above will be added together to arrive at the extended total (E) for each vehicle.

The calculation will be applied to each year of pricing and all periods will be totalled to determine the total evaluated aggregated offer price

#### **4.2 Basis of Selection**

##### **4.2.1 Basis of Selection**

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

## 5.2 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 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

## PART 6- STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the 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](#)

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(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### **6.3.1 General Conditions**

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

### **6.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

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

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

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

## **6.4 Term of Standing Offer**

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

The period for making call-ups against the Standing Offer is from date of issuance to May 31, 2019.

### **6.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two one (1) year periods, from June 1, 2019 to May 31, 2020 and from June 1, 2020 to May 31, 2021 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **6.4.3 Delivery Points**

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

## 6.5 Authorities

### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Rana Sabounji  
Title: Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 759, 220 – 4 Ave SE  
Calgary, AB  
T2G 4X3  
Telephone: 403-680-8394  
Facsimile: 403-292-5786  
E-mail address: [rana.sabounji@pwgsc-tpsgc.gc.ca](mailto:rana.sabounji@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, she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 6.5.2 Project Authority

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

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

### 6.5.3 Offeror's Representative

*(To be completed by Offeror)*

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_ \_

Facsimile: \_\_\_\_ \_

E-mail address: \_\_\_\_\_

PBN# \_\_\_\_\_

## 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence – Dundurn, SK.

## 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 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.

## 6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Applicable Taxes included).

## 6.9 Financial Limitation

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

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

## 6.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2018-06-21), General Conditions – Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*)

## **6.11 Certifications and Additional Information**

### **6.11.1 Compliance**

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

## **6.12 Applicable Laws**

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

## **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](#) (2018-06-21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of [2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

### **6.3 Term of Contract**

#### **6.3.1 Delivery Date**

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

### **6.4 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

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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

## 6.5 Payment

### 6.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as in Annex "B" for a cost of **\$TBD**. Customs duties are included and Applicable Taxes are extra.

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

### 6.5.2 Limitation of Price

*SACC Manual* clause [C6000C](#) (2017-08-17), Limitation of Price

### 6.5.3 Single Payment

*SACC Manual* clause [H1000C](#) (2008-05-12), Single Payment

### 6.5.4 Electronic Payment of Invoices – Call-up

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

## 6.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 6.7 Insurance

*SACC Manual* clause [G1005C](#) (2016-01-28), Insurance

## 6.8 SACC Manual Clauses

[A9049C](#) (2011-05-16), Vehicle Safety  
[A9062C](#) (2011-05-16), Canadian Forces Site Regulations  
[A9117C](#) (2007-11-30), T1204 – Direct Request by Customer Department  
[B7500C](#) (2006-06-16), Excess Goods

## 6.9 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

Solicitation No. - N° de l'invitation  
W2585-180002/C  
Client Ref. No. - N° de réf. du client  
W2585-180002

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-7-40147

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

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representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## ANNEX "A" - REQUIREMENT

The Department of National Defence (DND) at 17 Wing, Detachment Dundurn, Dundurn, Saskatchewan, S0K 1K0 has a requirement for a Regional Individual Standing Offer (RISO) for the provision of all transportation, equipment, tools and materials necessary to provide short term (less than 6 months) Forklift rentals as detailed in Annex A - Requirement.

DND requires the successful supplier to be able to provide all 4 types of Forklifts identified in Annex B – Basis of Payment , and the supplier must have access to provide 4 of each type at any one time as required in a call-up against the Standing Offer.

Rentals are required for one geographical location listed herein on an 'as and when required' basis for Detachment Operational use.

The period of the Standing Offer is from date of issuance to May 31, 2019 with two-one (1) year option periods.

Pick up location will normally begin and end at the CFB listed below, or the offeror's place of business, unless otherwise directed by the DND Call-up Authority.

1. DND Dundurn  
17 Wing, Detachment Dundurn  
Bldg 155 Vogelsang Ave  
Transport Section  
S0K 1K0

### General Outline of Requirement

1. The rental period may be daily, weekly, or monthly. Conflicts, such as availability of equipment must be defined by the supplier prior to initiation of any call up
2. All rentals are required for operational purposes and will only be operated by DND Personnel.
3. All equipment supplied under this RISO must meet, or exceed all applicable provisions of the Motor Vehicle Safety Act of Canada and the regulations there under that are in force on the date of its manufacture.
4. Equipment will only be operated within designated operational areas within the province of Saskatchewan.
5. The offeror represents and warrants that:
  - a. It has full power and authority to rent the motor vehicles to Canada, and
  - b. During the period of the rental of the motor vehicle, if Canada is not in default in carrying out any of contractual obligations under the Standing Offer, Canada will have unlimited use of the motor vehicle without disturbance from the Offeror, except when the Offeror is performing maintenance pursuant to the provisions of the Standing Offer, and without disturbance by any person lawfully claiming by, through, or under the Standing Offer.
6. DND will not sign the offeror's rental agreement as the Terms and Conditions of this Standing Offer take precedence.

### **Title to rented Motor Vehicle**

1. Title to the motor vehicle supplied under any call-up made against the Standing Offer will at all times remain with the Offeror.

### **Deliverables**

1. The offeror will provide up to four (4) pieces of equipment of the same specifications as required within 48 hours' notice.
2. Forklifts can be new or used, not older than five (5) years old and have no more than 2000 hours at time of call-up. Vehicles must be physically and mechanically in good repair, clean condition and meet the minimum mandatory specifications as defined within the Motor Vehicle Safety Act of Canada and the regulations there under that are in force on the date of its manufacture.
3. In case of emergencies, the Offeror must be able to deliver/Pick up Forklifts from the site within 48 Hours of notification.
4. All vehicles shall be provided full of fuel (at least ¼ tank) and oil. The offeror must identify the types of fuel required, and recommendations for oils, lubricants and whether there should be any additives for operation in extreme weather conditions, hot or cold.
5. The offeror will honor DND licensing qualifications for the Canadian Armed Forces Forklift equivalent.
6. DND retains the right to recover (i.e. tow) by maintenance recovery truck (MRT) and or trailer to any forklift that becomes inoperable to an agreed upon location.
7. The offeror will be responsible for the cost of all repairs, unless it is demonstrated DND was at fault or caused the problem.
8. Should it be determined that repairs cannot be completed on a forklift within 48 hours, the offeror will provide a replacement vehicle within 24 hours of receipt of notification of breakdown.
9. The offeror shall provide verbal/written instructions regarding the operation of the rented forklift to the technical authority as may be required throughout the duration of the Standing Offer.
10. The offeror is responsible to provide transport of equipment to and from the DND location as indicated on the Call-up document.
11. The offeror is responsible for the vehicle registration and fleet insurance being up to date and in the vehicle, and that vehicle licensing, permits or exemptions are enforced and in place.

### **Miscellaneous Equipment**

1. Any other equipment within the range specified but not limited to:
  - Fork extensions, barrel and container handling equipment.

### **Inspections**

1. DND reserves the right to inspect the offered vehicles and safety equipment prior to acceptance, as well as the right to object to any part thereof that does not meet specified requirements.

2. Prior to acceptance of the vehicle, DND and the offeror, will inspect the vehicle (s) by completing a vehicle inspection report reporting the condition of each vehicle. The vehicle inspection report will be provided by the offeror and will include but isn't limited to, odometer readings, damages, malfunctions, cracks in windshield, scratches in paint or interior, dents on the body, date/time of delivery, etc. the vehicle inspection report will be signed and dated by DND and the offeror.
3. Upon return of the vehicle, DND and the offeror will inspect the vehicle (s) along with reviewing the original vehicle inspection report making sure no additional damages have occurred to the vehicle any additional damages will then be documented along with the odometer reading and the date/time of pickup. Only the additional damage recorded upon return of the vehicle will be considered for compensation by Canada.

### **Maintenance**

1. Full maintenance related to normal wear and tear as defined below will be the responsibility of the offeror. The DND location renting the vehicle (s) will not make or cause to have made any maintenance without consent of the offeror.
2. The offeror will be responsible for any scheduled repair, routine maintenance and hour based interval inspection, as defined by the equipment manual. The offeror will ensure pending interval maintenance or inspection is completed prior to deliver of any equipment requested under any call up.
3. The offeror will supply another vehicle of the same type and size to the DND location indicated on the original call-up document, 48 hours prior to the scheduled service date/time. The offeror will be responsible to pick up/return the vehicle to DND, along with any costs associated to the servicing.
4. In the event of equipment failure of any type, a replacement vehicle of the same type and size, must be provided within 48 hours of receipt notification of break down. The replacement vehicle will be delivered to the DND location indicated on the original 9call-up document. If the offeror decides to repair the vehicle through an affiliated agent, the offeror will be responsible to transport the vehicle to and from the affiliated agent location. The offeror is responsible for any financial obligation incurred in relation to the repair and/ or transport of vehicles.
5. Down time/ equipment loss due to mechanical failure not deemed to be the result of misuse or careless operation by DND, will be considered when computing the monthly charges for maintenance as required.

### **Normal wear and tear**

- a. The term "Lease" refers to the Contract resulting from a call-up, by which the Contractor (as Lessor) grants Canada (as Lessee), for the term specified in the call-up, the right to possess, use and enjoy the vehicle specified in the call-up. The lease will be an operating and closed end type of lease, and will not convey ownership of the vehicle to Canada nor create any obligation on Canada to purchase the vehicle at lease expiry.
- b. The term "Normal Wear and Tear" refers to the natural amount of deterioration, which can be expected over the term of the lease and include:
  - i. tire wear, paint chips and minor scratches that do not extend to the base metal;
  - ii. all paint scratches and paint wear and minor dents to interior, top rails and tailgates of pick-up trucks;
  - iii. paint chips caused by stones thrown by the wheels of the vehicles;
  - iv. frayed or stretched emergency brake cables;
  - v. interior wear of vehicles not including holes, burns or tears of interior surfaces;

- vi. interior wear of trucks including all paint scratches; and
- vii. tire wear and damage, provided that the tires meet provincial safety standards.

Removal of decals or signage and any resultant paint repairs are not considered normal wear and tear and will be chargeable as a repair.

### Division of Responsibilities

1. DND's responsibilities will include:
  - a. The supply of fuel during the rental period
  - b. Oil, fluids and lubricants required between regular changes
  - c. Return to the offeror, all vehicle parts replaced, including damaged or worn tires
  - d. Return of vehicle with a full tank of fuel
  - e. Washing of vehicle before return to offeror
  - f. Indication of damage or equipment failure to offeror immediately upon discovery
  - g. Flat tires when the vehicle is in use by DND
  - h. Adherence by DND personnel to safe operational guidelines and procedures outline by the operators manual and DND driver training.
2. The offeror is responsible for:
  - a. Delivery of the vehicle to the designated dealer closest to the area identified in the call-up;
  - b. Pre-servicing the vehicle prior to delivery;
  - c. Supplying approximately one quarter (1/4) tank of fuel with the vehicles delivered;
  - d. Ensuring each vehicle delivered has the following equipment and accessories:
    - i. two ignition keys
    - ii. vehicle jack, as applicable,
    - iii. wheel wrench
    - iv. all minimum features as detailed in the applicable *Government Motor Vehicle Ordering Guide* and specifications;
  - e. Replacement of tires covered by the tire manufacturer's normal warranty. (Replacement tires will be to original equipment specifications with the same life, standard and quality.);
  - f. All Warranty Servicing: "Warranty servicing" means the supply of parts normally provided by the manufacturer's warranty together with the labour necessary to install such parts. The warranty service must be made available at any dealer for the make of vehicle leased, within Canada; and
  - g. Inspecting the vehicle upon its return to the designated dealer for any damages.

### Damage and lost time

1. DND is responsible for loss and damage to the vehicle supplied under a call-up document during the rental period if the loss and damage is not the result of normal wear and tear, provided the damage was not present at the time of acceptance by DND, or the result of manufacturer defect.
2. DND will obtain a written estimate for the repairs and, in consultation with the offeror, decided where the repairs are to be performed. If the offeror decides to have any damage repaired by a supplier of their own preference and the cost of said repairs are higher than the estimate obtained, DND will only pay the lesser amount. If the contractor decides that the vehicle is to be repaired at a place other than the place Canada chooses, the contractor will be responsible to pay transport costs of the vehicle to the alternate location.

3. Once the value of the repairs has been established and agreed to by DND, the offeror will get the vehicle repaired. Invoices must include copies of estimates and actual repair invoices. Once the invoice has been received by DND, the invoice will be certified and processed for payment.
4. If the vehicle has been damaged due to the negligence or carelessness DND, lost time will be considered base on the daily rental rate and negotiated between the standing offer authority, the offeror and DND.
5. The offeror must report all damages discovered within 30 days after the end of the rental return, provided that the equipment was not subsequently provided under contract to another organization within that same period. Damages must be reported on an inspection form and must be signed in agreement by both parties. In situations in which Canada is deemed at fault for the damages, repair invoices must arrive to the project authority no later than 30 days after completion of the agreed upon repair.

### **COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS**

A complete list of the minimum mandatory performance specifications are detailed below in the "Compliance Matrix". Offerors are to clearly demonstrate compliance with each mandatory specification.

1. Offerors must show compliance by addressing each performance specification in the Compliance Matrix, whether the product offered "meets" or "doesn't meet".
2. Offerors are requested to indicate how they meet each performance specification by recording this information under the Performance Specification Offered column in the Compliance Matrix.
3. It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced on the Compliance Matrix for each performance specification to outline where in the supporting technical documentation it demonstrates compliance. It is the Offerors responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements of the Performance Specification. If published supporting technical document is not available, the Offeror should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.
4. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.
5. Offerors must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Standing Offer (RFSO) document.
6. Failure to meet each mandatory performance specification will result in the offer being deemed non-responsive, and be given no further consideration.

**COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS:**

Requirement:	Manufacturer Offered:	Model number Offered #:
<b>Forklift Rentals:</b> 1) Propane Warehouse 2) Rough Terrain Diesel 6k 3) Rough Terrain diesel 8k 4) Rough Terrain diesel 10k	1) 2) 3) 4)	1) 2) 3) 4)

Item #	Performance Specification	Performance Specification Met? Indicate either Yes/No	Performance Specification Offered: Bidder should indicate how they meet the performance specification by recording this information in this column	Cross Reference: In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents.
<b>A. Propane Warehouse Forklift</b>				
1.	Must be warehouse rated			
2.	Must be propane fuelled			
3.	Must have seat belt			
4.	Must have Safety Lighting			
5.	Must lift up to 5,000 lbs			
6.	Must have 4 available at any one time			
<b>B. Rough Terrain Forklift</b>				
1.	Must have sizes 6k, 8k and 10k variants available to meet client's varying needs onsite			
2.	Must have rough terrain tires			
3.	Must have All-Wheel Drive (AWD)/4x4 option			
4.	Must have seat belt			
5.	Must be enclosed cab with heater			
6.	Must have safety lighting			
7.	Must be diesel engine			
8.	Must have 4 units of each size available at any one time			

### ANNEX "B" - BASIS OF PAYMENT

Prices quoted to be Firm Prices in accordance with the Requirement at Annex A. Firm prices must be in Canadian dollars and must include: delivery charges to and from the requested site, unlimited kilometers and unlimited number of hours of operation.

Customs duties are included and Applicable Taxes are extra.  
GST/HST, if applicable, is to be shown as a separate item on any resulting invoice.

Monthly rates will be prorated for rental periods of less than one month. Prorating will be based on a 30-day month.

The estimated usages listed below are for financial evaluation purposes only and will not form part of any resulting Standing Offer.

Changes to the Basis of Payment tables are not permitted.

**Table A. Initial Standing Offer Period – date of issuance to May 31, 2019**

Item Description	Estimated Usage (A)	Daily Rate (B)	Weekly Rate (C)	Monthly Rate (D)	B+C+D = Extended Total (E)
(i). Propane Warehouse Forklift in accordance with requirements outlined in Annex "A".	2 daily 2 weekly 3 monthly	\$ _____ x 2 = \$ _____	\$ _____ x 2 = \$ _____	\$ _____ x 3 = \$ _____	\$ _____
(ii). Rough Terrain Forklift in accordance with requirements outlined in Annex "A". Size 6K	2 daily 2 weekly 3 monthly	\$ _____ x 2 = \$ _____	\$ _____ x 2 = \$ _____	\$ _____ x 3 = \$ _____	\$ _____
(iii). Rough Terrain Forklift in accordance with requirements outlined in Annex "A". Size 8K	2 daily 2 weekly 3 monthly	\$ _____ x 2 = \$ _____	\$ _____ x 2 = \$ _____	\$ _____ x 3 = \$ _____	\$ _____
(iv). Rough Terrain Forklift in accordance with requirements outlined in Annex "A". Size 10K	2 daily 2 weekly 3 monthly	\$ _____ x 2 = \$ _____	\$ _____ x 2 = \$ _____	\$ _____ x 3 = \$ _____	\$ _____
<b>E i) + ii) + iii) + iv) = Total Price A:</b>					\$ _____

Other related equipment may be called-up at the Offeror's current published price less a discount of \_\_\_\_\_ %

**Table B. Option Year One – June 1, 2019 to May 31, 2020**

Item Description	Estimated Usage (A)	Daily Rate (B)	Weekly Rate (C)	Monthly Rate (D)	B+C+D = Extended Total (E)
(i). Propane Warehouse Forklift in accordance with requirements outlined in Annex "A".	2 daily 2 weekly 3 monthly	\$ _____ x 2 = \$ _____	\$ _____ x 2 = \$ _____	\$ _____ x 3 = \$ _____	\$ _____

(ii). Rough Terrain Forklift in accordance with requirements outlined in Annex "A". Size 6K	2 daily 2 weekly 3 monthly	\$ _____ x 2 = \$ _____	\$ _____ x 2 = \$ _____	\$ _____ x 3 = \$ _____	\$ _____
(iii). Rough Terrain Forklift in accordance with requirements outlined in Annex "A". Size 8K	2 daily 2 weekly 3 monthly	\$ _____ x 2 = \$ _____	\$ _____ x 2 = \$ _____	\$ _____ x 3 = \$ _____	\$ _____
(iv). Rough Terrain Forklift in accordance with requirements outlined in Annex "A". Size 10K	2 daily 2 weekly 3 monthly	\$ _____ x 2 = \$ _____	\$ _____ x 2 = \$ _____	\$ _____ x 3 = \$ _____	\$ _____
<b>E i) + ii) + iii) + iv) =Total Price B:</b>					\$ _____

Other related equipment may be called-up at the Offeror's current published price less a discount of \_\_\_\_\_ %

**Table C. Option Year Two – June 1, 2020 to May 31, 2021**

Item Description	Estimated Usage (A)	Daily Rate (B)	Weekly Rate (C)	Monthly Rate (D)	B+C+D = Extended Total (E)
(i). Propane Warehouse Forklift in accordance with requirements outlined in Annex "A".	2 daily 2 weekly 3 monthly	\$ _____ x 2 = \$ _____	\$ _____ x 2 = \$ _____	\$ _____ x 3 = \$ _____	\$ _____
(ii). Rough Terrain Forklift in accordance with requirements outlined in Annex "A". Size 6K	2 daily 2 weekly 3 monthly	\$ _____ x 2 = \$ _____	\$ _____ x 2 = \$ _____	\$ _____ x 3 = \$ _____	\$ _____
(iii). Rough Terrain Forklift in accordance with requirements outlined in Annex "A". Size 8K	2 daily 2 weekly 3 monthly	\$ _____ x 2 = \$ _____	\$ _____ x 2 = \$ _____	\$ _____ x 3 = \$ _____	\$ _____
(iv). Rough Terrain Forklift in accordance with requirements outlined in Annex "A". Size 10K	2 daily 2 weekly 3 monthly	\$ _____ x 2 = \$ _____	\$ _____ x 2 = \$ _____	\$ _____ x 3 = \$ _____	\$ _____
<b>E i) + ii) + iii) + iv) =Total Price C:</b>					\$ _____

Other related equipment may be called-up at the Offeror's current published price less a discount of \_\_\_\_\_ %

**Total Evaluated Offer Price = Total Price A + Total Price B + Total Price C = \$ \_\_\_\_\_**



**ANNEX "D" 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);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);