



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Travaux publics et Services gouvernementaux  
Canada

Place Bonaventure, portail Sud-Oue  
800, rue de La Gauchetière Ouest  
7e étage, suite 7300

Montréal  
Québec

H5A 1L6

FAX pour soumissions: (514) 496-3822

**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**

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Oue

800, rue de La Gauchetière Ouest  
7e étage, suite 7300

Montréal  
Québec

H5A 1L6

<b>Title - Sujet</b> Destruction/ rubber shredding servi	
<b>Solicitation No. - N° de l'invitation</b> W1941-200002/A	<b>Date</b> 2019-09-30
<b>Client Reference No. - N° de référence du client</b> W1941-200002	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MTA-670-15480
<b>File No. - N° de dossier</b> MTA-9-42092 (670)	<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 2019-11-12</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE	
<b>Delivery Required - Livraison exigée</b> Voir Doc.	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ibrahimy, Saad	<b>Buyer Id - Id de l'acheteur</b> mta670
<b>Telephone No. - N° de téléphone</b> (514)207-9568 ( )	<b>FAX No. - N° de FAX</b> (514)496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DE LA DEFENSE NATIONALE 6363 Notre-Dame Est MONTREAL Québec H1N 3R9 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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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments and other annexes.

### **1.2 Summary**

**1.2.1** Works and Government Services Canada (PWGSC), for the Department of National Defense (DND), is soliciting a Request for Standing Offers for shredding rubber services. One (1) regional individual standing offer (RISO) will be then issued for the Montreal Garrison in the province of Quebec. The period of the Standing Offer is two (2) firm years and one (1) optional period of one (1) year.

Only one (1) Standing Offer will be issued.

**1.2.2** The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

**1.2.3** This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO

entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### 1.3 Security Requirements

There is no security requirement associated with this requirement.

### 1.4 Debriefings

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

### 1.5 Anticipated migration to an e-Procurement Solution (EPS)

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

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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](#) (2019-03-04) 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: **90 days**

### 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 in the RFSO.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit, the email address is:

[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

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

PWGSC does not guarantee a response if the email is sent 6 days or less before the closing date of the period.

### **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 ( )

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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 Quebec.

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 08 of the 2006 standard instructions. 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 (**2 hard copies**)  
Section II: Financial Offer (1 hard copy)  
Section III: Certifications (1 hard copy)

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

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

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

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

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

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

- 1) 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 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

Each offer must meet the technical criteria described in Annex C. The technical evaluation will be based on these criteria. Offerors must complete the grids in Annex C and include it with their offers. Failure to comply will render the offer non-responsive.

##### 4.1.1.2 Desirable Technical Criterion to demonstrate precedent to Standing Offer issuance

Technology certification reducing consumption

The offeror with certification of installation of technology on a portion and/or all vehicles that reduces fuel consumption by at least 10%, will be granted preferential margin for financial evaluation purposes only. Section 4.1.2 "Financial Evaluation" details how this preferential margin will be determined.

Proof of this desirable certification must be provided in accordance with section 5.2.3.2 below.

##### 4.1.1.3 Point Rated Technical Criteria

Point rated technical criteria are described in Annex D. Point rated technical criteria evaluation will be based on the grid in **Annex D**.

#### 4.1.2 Financial Evaluation

According to the total of the grid indicated at Annex B – Basis of payment (for each firm year and the option year).

The grand total =

Total 1<sup>st</sup> firm year (Fixed Minimum Quantity Rate of 15,000 kg + transport Fee + Estimated Weight x Additional Quantity Rate from 0 to 500kg + Transport Fee + Estimated Weight x Extra Quantity Rate from 501 kg to 5000 kg + Transport Fee + Estimated Weight x Rate for additional quantities from 5001 kg to 10 000kg maximum + Transport Fee)

+ Total 2<sup>nd</sup> firm year (same as 1<sup>st</sup> firm year)

+ Total option year (same as 1<sup>st</sup> firm year)

**= Evaluated Total = Grand Total - [Preferential Margin, if applicable].**

Note: Offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes: the rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor.

##### 4.1.2.1 Preferential margin

A 10% preferential margin will be granted for financial evaluation purposes only on the proposed grand total for the Offeror holding certification of technology installation, on a portion and/or all vehicles, that reduces fuel consumption by at least 10%.

If this certification is not available, the grand total as indicated in Annex B "Basis of Payment" will be evaluated without preferential margin.

The preferential margin will be included, if applicable, only for financial evaluation purposes and not in the estimated total of the standing offer issued.

## 4.2 Basis of Selection

### 4.2.1 SACC Manual Clause

A0027T (2012-07-16), Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:

a. comply with all the requirements of the bid solicitation; and

b. meet all mandatory criteria; and

**c. obtain the required minimum of 36 points overall for the technical evaluation criteria which are subject to point rating.** The rating is performed on a scale of 60 points.

2. Bids not meeting "(a) or (b) or (c)" will be declared non-responsive.

3. The selection will be based on the highest responsive combined rating of technical merit and price. **The ratio will be 60 % for the technical merit and 40 % for the price.**

4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of **60 %**.

5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **40 %**.

6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

**EXAMPLE:**

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000.00 (45).

<b>Basis of Selection – Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55 000.00	\$50 000.00	\$45 000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51,11$	$89/135 \times 60 = 39,55$	$92/135 \times 60 = 40,89$
	Pricing Score	$45/55 \times 40 = 32,73$	$45/50 \times 40 = 36$	$45/45 \times 40 = 40$
Combined Rating		83,84	75,55	80,89
Overall Rating		1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>

**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 (see Annex F)

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/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.

### 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.2.3.1 Controlled Goods Program – Bid

[A9130T](#) (2014-11-27), Controlled Goods Program - Bid

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### 5.3.2 Technology certification reducing consumption

The Offeror certifies that technology that reduces fuel consumption by 10% is installed on a portion and/or all the vehicles.

\_\_\_\_\_  
Name of the Offeror's Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

N/A

## 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](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.

##### 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.

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## 7.4 Term of Standing Offer

### 7.4.1 Period of the Standing Offer *(will be completed at Standing Offer issue)*

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_.

### 7.4.2 Extension of Standing Offer *(will be completed at Standing Offer issue)*

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional (1) period of twelve (12) months, from \_\_\_\_\_ to \_\_\_\_\_ 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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### 7.4.3 Delivery Points

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

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Saad Ibrahimy  
Title: Acting procurement specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Quebec Region  
Address: 800 rue de la Gauchetière Ouest, Bureau 7300, Montreal (Quebec), H5A 1L6  
Telephone: (514) 207-9568  
Facsimile: (514) 496-3822  
E-mail address: [saad.ibahimy@tps-gc.gc.ca](mailto:saad.ibahimy@tps-gc.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 completed at the issuance of the Standing Offer)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

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

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 *(To be filled out by the offeror)*

General information & Follow-up on delivery

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 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, Longue-Pointe Garrison, located at 6363 Notre-Dame East, Montreal, H1N 3R9, province of Quebec.

### 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 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. The following form could be used which are available through [PWGSC Forms Catalogue](#) website:
  - [PWGSC-TPSGC 942 Call-up Against a Standing Offer](#)

## 7.9 Limitation of Call-ups

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

## 7.10 Financial Limitation *(will be completed at the issuance of the Standing Offer)*

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (*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 3 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.

**Note:** The Standing Offer will be awarded in Canadian currency. The rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor.

## 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 2029 (2016-04-04), General Conditions - Goods or Services (Low Dollar Value);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## 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.

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### 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 \_\_\_\_\_. (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

### 7.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## B. RESULTING CONTRACT CLAUSES

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

### 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

2029 (2016-04-04), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 12 Interest on Overdue Accounts, of 2029 (2016-04-04), General Conditions - Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

### 7.3 Term of Contract

#### 7.3.1 Delivery Date

Delivery must 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 – Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm prices specified in Annex B – Basis of payment. Customs duties are included and Applicable Taxes are extra.

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

### 7.5.2 Single Payment

[H1000C](#), (2008-05-12), Single Payment

### 7.5.3 SACC Manual Clauses

[C2000C](#) (2007-11-30), Taxes – Foreign Contractor.

### 7.5.4 Electronic Payment of Invoices – Call-up *(Final choices will be based on selected options in annex E)*

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

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

## 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. 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;
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

SACC Manual clause [G1005C](#) (2016-01-28) Insurance, no specific requirement

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## 7.8 SACC Manual Clauses

[A2000C](#) (2006-06-16), Foreign Nationals (Canadian Contractor)  
[A2001C](#) (2006-06-16), Foreign Nationals (Foreign Contractor)  
[A9062C](#) (2011-05-16), Canadian Forces Site Regulations  
[A9131C](#) (2014-11-27), Controlled Goods Program - Contract  
[B4060C](#) (2011-05-16), Controlled Goods  
[B6802C](#) (2007-11-30), Government property

## **ANNEX "A" STATEMENT OF WORK**

### *Destruction/shredding of rubber*

#### **1.0 Introduction**

The request involves creating a standing offer (SO) for the destruction/shredding and recycling of various rubber products (hoses, carpets, bands, tires, other various items) under the supervision of personnel from 25 Canadian Forces Supply Depot (25 CFSD). For reference purposes, photos of the various types of items (non-exhaustive) can be found in point 7.0.

#### **2.0 Background and Objective**

As part of the Inventory Management Modernization and Rationalization Project (IMMRP), the support needs at the disposal section of 25 CFSD have increased considerably. We need to dispose of various types of equipment, including tires and various other rubber items owned by the Canadian Armed Forces (CAF).

The objective is to destroy or shred various items made of rubber, varying in size, density and composition, to make them unidentifiable in order to meet Controlled Technology Access and Transfer (CTAT) requirements and thus to ensure compliance with the Controlled Goods Regulations during the complete life cycle of the material.

#### **3.0 Tasks/Needs**

3.1 The contractor must destroy or shred various rubber items to make these materials unidentifiable in the presence of a witness from 25 CFSD from the Department of National Defence (DND).

3.2 The contractor shall be responsible for transporting these materials from 25 CFSD located at 6363 Notre Dame Street East in Montréal to the destruction or shredding site.

3.3 After the representative/witness from 25 CFSD has left, the items that have not been destroyed or shredded must be brought back to the Montreal Garrison.

#### **4.0 Constraints**

4.1 Must comply with Quebec occupational health and safety and environmental laws and regulations.

4.2 The work must be completed between 0630 hours and 1430 hours, Monday through Friday, excluding statutory holidays, due to the operational constraints related to a DND employee traveling to the contractor's destruction/shredding site.

4.3 The materials must be destroyed or shredded under the supervision of National Defence disposal personnel in order to comply with the Controlled Goods Program.

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#### **4.4 Department's Responsibilities**

4.4.1 A minimum estimated quantity of 15,000 kg of product will be shipped for each work request (call-up).

#### **4.5 Contractor's Responsibilities**

4.5.1 The work must be completed within a period of thirty (30) days following the Department's call (call-up). The work must be done the day of the equipment pick-up. All items that have not been destroyed or shredded must be brought back to the Montreal Garrison 25 CFSD the same day.

4.5.2 The contractor must make an appointment with the technical authority 48 hours in advance before coming to pick up the materials.

4.5.3 The signed weigh bill must be given to the departmental representative the same day of destruction or shredding.

#### **5. Government Furnished Equipment**

National Defence personnel have a forklift with a 2 268 kg capacity and are only committed to loading trucks with a closed trailer, flatbed trailer or trailer with a roller system.

#### **6. Mandatory Technical Criteria**

##### **6.1 Location of the Contractor**

The work must be performed at the contractor's premises. Premises must be the property of the Contractor or must be rented by the Contractor for the duration of the Standing Offer.

The location of the Contractor's premises must be located at a distance of 200 km or less OR 120 minutes or less by car, from 25 CFSD at Longue-Pointe Garrison (6363 Notre Dame East, Montreal, H1N 3V9) . This mandatory operational requirement is limited to a radius of 200 km as this includes the mandatory presence of a DND representative during demolition / shredding work under the Controlled Goods Program.

##### **6.2 Size of residues**

Each piece of residue from destruction / shredding must be 12 "x 12" maximum. This requirement is subject to the Controlled Goods Program to ensure that destroyed / shredded material is not identifiable.

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## 7. Non-exhaustive Examples of Materials to be Destroyed or Shredded



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**ANNEX "B" BASIS OF PAYMENT**

(Dates will be indicated at Standing offer issuance)

Destruction/Shredding Service	1st firm year	2 <sup>nd</sup> firm year	Option Year
	From _____ to _____	From _____ to _____	From _____ to _____
Rate for fixed minimum quantity of 15 000 kg	_____ \$	_____ \$	_____ \$
Transportation Fees (round trip)	_____ \$	_____ \$	_____ \$
Rate for additional quantity from 0 to 500 kg	_____ \$/kg	_____ \$/kg	_____ \$/kg
Estimated weight (for financial evaluation)	500 kg	500 kg	500 kg
Transportation Fees (round trip)	_____ \$	_____ \$	_____ \$
Rate for additional quantity from 501 kg to 5 000 kg	_____ \$/kg	_____ \$/kg	_____ \$/kg
Estimated weight (for financial evaluation)	5 000 kg	5 000 kg	5 000 kg
Transportation Fees (round trip)	_____ \$	_____ \$	_____ \$
Rate for additional quantity from 5 001 kg to 10 000 kg maximum	_____ \$/kg	_____ \$/kg	_____ \$/kg
Estimated weight (for financial evaluation)	10 000 kg	10 000 kg	10 000 kg
Transportation Fees (round trip)	_____ \$	_____ \$	_____ \$

**NOTE :**

- Rates must include all destruction / shredding costs and associated administrative costs.
- Truck loading is the responsibility of DND only for the truck types listed in 5.0 of Annex A.
- In the event of snow and / or ice accumulations on the tires, a 5% decrease in the weight of the total weight is required for billing.
- A 10% preferential margin will be granted for financial evaluation purposes only on the proposed grand total for the Offeror holding certification of technology installation, on a portion and/or all vehicles, that reduces fuel consumption by at least 10%.
- Transportation costs are the cost of round trip travel between the supplier's premises and the DND premises.
- Applicable taxes extra.

**ANNEX "C" MANDATORY TECHNICAL EVALUATION CRITERIA**

1. Location of the Contractor (See Annex A, Section 6.1)

For the operational reasons mentioned in Annex A, point 4, the location of the Contractor's premises, where the shredding / destruction will be carried out, shall be at a road distance of 200 km or less OR 120 minutes or less by car, from 25 CFSD at Longue-Pointe, Montreal, located at 6363 Notre Dame East, Montreal, QC, H1N 3V9.

Please complete the following table and provide the following documentation with your offer to allow the technical evaluation of this mandatory technical criteria:

- Refer to: <https://www.google.ca/maps> to print and provide the itinerary between the two points (Contractor's premises AND 25 CFSD). The offeror's proposed route or itinerary must be 200 km or less OR 120 minutes or less by car.

Complete address of 25 DAFC	Contractor's full address (civic number, street, city, postal code, province)	Distance in km	Travel time between the 2 addresses
6363 Notre Dame East, Montreal, QC H1N 3V9	_____	_____ km	_____ min

2. Size of residues (See Annex A, Section 6.2)

Each piece of residue from destruction or shredding must have a maximum size of 12 "x 12".

Size of residues proposed by contractor <b>(maximum acceptable 12 "X 12")</b>
_____ in X _____ in

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**ANNEX "D" POINT RATED TECHNICAL CRITERIA**

Criteria	Evaluation Method	Reference in the Technical Bid/or Technical Notes (Page and/or Section)	Points / Maximum
Distance between location and 25 CFSD	From 1 km to 49 km OR from 1 min to 30 min: 20 pts From 50 km to 99 km OR from 31 min to 60 min: 15 pts From 100 km to 149 km OR from 61 min to 90 min: 10 pts From 150 km to 199 km OR from 91 min to 119 min: 5 pts		/ 20
Size of destruction/ shredding residue in inches	From 1 in x 1 in to 3 in x 3 in : 40 pts From 4 in x 4 in to 6 in x 6 in : 30 pts From 7 in x 7 in to 9 in x 9 in : 20 pts From 10 in x 10 to à 11 in x 11 in : 10 pts		/ 40
Total (maximum)			/ 60

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### **ANNEX "E" 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).

