



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Réception des soumissions - TPSGC / Bid Receiving
- PWGSC

Voir dans le document/
See herein

NA

Québec

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**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet RISO Rental Telescopic Boom Forklif	
Solicitation No. - N° de l'invitation W0106-19S041/B	Date 2020-07-14
Client Reference No. - N° de référence du client W0106-19S041	
GETS Reference No. - N° de référence de SEAG PW-\$QCN-036-17946	
File No. - N° de dossier QCN-9-42213 (036)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-08-10	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Carbonneau, Julie	Buyer Id - Id de l'acheteur qcn036
Telephone No. - N° de téléphone (418) 929-6780 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DE LA DEFENSE NATIONALE 5E BATAILLON DES SERVICES BASE DE SOUTIEN VALCARTIER COURCELETTE Québec G0A4Z0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

TPSGC/PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

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

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QCM-9-42213

Buyer ID - Id de l'acheteur
QCN036
CCC No./N° CCC - FMS No./N° VME

This bid solicitation cancels and supersedes previous bid solicitation number W0106-19S041/A dated April 14, 2020 with a closing of May 25, 2020 at 14:00 EDT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

TITLE:
RISO - Regional Individual Standing Offers for the Rental of “Telescopic Boom” Forklifts

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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
Annex A - Statement of Work;
Annex B - Basis of Payment;
Annex C - Prices table;
Annex D - Standing offers reporting;
Annex E - Electronic Payment Instruments.

1.2 Summary

- (i) The Department of National Defence (DND) requires the services of a contractor, on an as ordered basis, for the rental of "telescopic boom" forklifts (referred to herein as "vehicles"), without operator, including tools and materials, transportation, delivery, pickup and unloading, according with specifications described at Annex A – requirement.
- (ii) The services are for the commercial vehicles Platoon of the Department of National Defence, CFB Valcartier, Quebec.
- (iii) A standing offer will be issued for an estimate value of \$200 000.00, excluding taxes for a two (2) year period.
- (iv) Standing Offer Period: The standing offer will be in effect from contract award to August 31, 2022, with the possibility of two (2) optional periods of one (1) year each in the amount of \$100,000.00 excluding taxes each year.

- (v) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) and the Canadian Free Trade Agreement (CFTA).

Only bids submitted using the epost Connection service will be accepted. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.3 Debriefings

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

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

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

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The **2006** (2020-05-28) 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 the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

PWGSC Québec Region Bid Receiving Unit

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

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

It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made of former public servants; or
- d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension?

YES () NO ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a) name of former public servant;
- b) date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) 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.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) 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.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

The Offeror must submit its offer electronically in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications

Offers transmitted by facsimile or hardcopy will not be accepted.

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

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 and Annex C Prices Table** detailed below.

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

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation.

Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

4.1.1.1 Mandatory Technical Criteria

**The offeror must provide a list of the vehicles (category 1: forklifts, standard telescopic boom AND category 2: forklifts, telescopic boom, 360 degree visibility) with their models and serial numbers as proof that the requested quantity is available. **

MANDATORY TECHNICAL CRITERIA						
ITEM	DESCRIPTION	LIST			COMPLIANCE	
			# Model	# Serial	YES	NO
1	The offeror must have a minimum of 15 vehicles - category 1 (forklifts, standard telescopic boom)					
		1				
		2				
		3				
		4				
		5				
		6				
		7				
		8				
		9				
		10				
		11				
		12				
		13				
		14				
15						

2	The offeror must have a minimum of 5 vehicles - category 2 (forklifts, telescopic boom, 360 degree visibility)		# Model	# Serial		
		1				
		2				
		3				
		4				
		5				

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of price

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

4.1.2.2 Basis of Evaluation

1. For evaluation purposes only, the bid price will be established as follows:
 - (a) The total bid evaluation cost will be established for bid in both categories.
 - (b) For each category, the evaluation amount for the Standing Offer period will be calculated as follows:

Firm Unit prices as set out in Annex C – Prices Table: the firm unit prices will be multiplied by the approximate annual quantities. The sum of the **totals** (rental + delivery + pickup) for each of the **years** (firm and optional) and **categories** will be added together to provide the total evaluation amount for all periods.

Example of a partial evaluation table for category 1 for Contract award to August 31, 2022:

A	B	C	D	E	F
Description	Approximate annual quantity	Prices offered by offeror 1 for Contract award to August 31, 2022	Total offeror 1 D=B X C	Prices offered by offeror 2 for Contract award to August 31, 2022	Total offeror 2 F=B X E
Forklift, telescopic boom Category 1					
Daily price	5	\$65.00	\$325.00	\$70.00	\$350.00
Weekly price	12	\$200.00	\$2,400.00	\$210.00	\$2,520.00
Monthly price	6	\$500.00	\$3,000.00	\$495.00	\$2,970.00
Partial evaluation amount for category 1 for Contract award to August 31, 2022			\$5,725.00		\$5,840.00

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In the above example, offeror 1 offered a partial evaluation amount for the initial period that was lower than the amount offered by offeror 2.

Note: Data shown in the table are fictitious given as examples only.

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer 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 property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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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.

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PART 6 – FINANCIAL REQUIREMENTS

6.1 Financial Capability

SACC Manual clause [M9033T](#) (2011-05-16) Financial Capability

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

Notice: Numbering will be revised at contract award

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

A. STANDING OFFER

7A.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

7A.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

7A.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.

7A.3.1 General Conditions

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

7A.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 below. 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 bi-annual basis to the Standing Offer Authority.

The reporting periods are defined as follows:

- first period: September 1st to February 28th
- second period: March 1st to August 31st

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

7A.4 Term of Standing Offer

7A.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from standing offer issuance to August 31, 2022.

7A.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 (2) periods of one year**, from September 1, 2022 to August 31, 2023 and from September 1, 2023 to August 31, 2024, 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 fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7A.4.3 Delivery Points

5th Service Battalion
110, Decary St., Valcartier
Courcellette, Québec
G0A 4Z0

7A.5 Authorities

7A.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Julie Carbonneau
Title: Procurement agent
Public Works and Government Services Canada
Acquisitions Branch
Quebec Region
1550, D'Estimauville Ave. Quebec, Quebec, G1J 0C7
Telephone: 418-929-6780
Facsimile: 418-648-2209
E-mail address: julie.carbonneau@tpsgc-pwgsc.gc.ca

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

7A.5.2 Project Authority

The Project Authority for the Standing Offer is: *(will be inserted in the standing offer issuance)*

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

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Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

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

7A.5.3 Client Administrative Authority

The Client Administrative Authority for the contract is: *(will be inserted in the standing offer issuance)*

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

7A.5.4 Offeror's Representative **(to be completed by the supplier)**

Name: _____
Title: _____
Address: _____
Telephone No.: _____
Facsimile No.: _____
E-mail Address: _____

7A.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.

7A.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:
Department of National Defence (DND), 5th Service Battalion, Valcartier, Quebec.

7A.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms PWGSC-TPSGC 942, Call-up Against a Standing Offer or electronic document.

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. 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.

7A.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40 000.00 (Applicable Taxes included).

7A.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$200 000.00 (*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 **three (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.

7A.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2020-05-28) ; General Conditions – Services – Medium Complexity
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Prices Table;
- h) Annex D, Standing offers Reporting;
- i) Annex E, Electronic payment;
- j) the Offeror's offer dated _____ (*will be inserted in the standing offer issuance*)

7A.12 Certifications and Additional Information

7A.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.

7A.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 Quebec.

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7A.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.

7B.1 Statement of Work

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

7B.2 Standard Clauses and Conditions

7B.2.1 General Conditions

[2010C \(2020-05-28\)](#), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13, Interest on Overdue Accounts, of 2010C (2020-05-28), will not apply to payments made by credit cards.

7B.3 Term of Contract

7B.3.1 Period of the Contract

The period of the contract is from date of contract award (Call-up against the Standing offer) to the acceptance of work.

7B.3.2 Delivery Date

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

7B.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.

7B.5 Payment

7B.5.1 Basis of Payment – Firm price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm price as specified in **Annex C**. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

7B.5.2 Multiple payment

SACC Manual Clause [H1001C](#) (2008-05-12), Multiple payments

7B.5.3 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);

7B.6 Invoicing Instructions

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

The original must be forwarded to the following address:
(will be inserted in the standing offer issuance)

7B.7 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

7B.8 SACC Manual Clauses

SACC Manual clause [D0018C](#) (2007-11-30) Delivery and Unloading
SACC Manual clause [A9062C](#) (2011-05-16) Canadian Forces Site Regulations

7B.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A" - STATEMENT OF WORK

1. TITLE

RISO - Regional Individual Standing Offers for the Rental of "Telescopic Boom" Forklifts

2. TERMINOLOGY

2 Cdn Div	2 Canadian Division
5 Svc Bn	5 Service Battalion
CAF	Canadian Armed Forces
DND	Department of National Defence

3. OBJECTIVE

The present provides the general and specific requirements concerning a rental service of "telescopic mast" type forklifts (called "vehicles") , on an as-orders basis, for the Transport Company of the 5th Service Battalion (5 Svc Bn) from the Department of National Defence (DND) located at the Valcartier Support Base of the 2 Cdn Div in Quebec.

4. BACKGROUND

As part of its operations, DND must provide adequate equipment for the handling of material to its CAF civilian and military employees. The equipment must be safe and suitable for the task to be done.

5. DESCRIPTION OF SERVICE

The contractor will supply vehicles, as the result of call-ups:

- 5.1. The vehicles are required **without an operator**.
- 5.2. The vehicles must be of recent build and clean. They must be in excellent mechanical condition and will be subject to inspection without notice by the person in charge of Fleet Management or authorized representative. Vehicle equipment and mechanical condition must meet government requirements.
- 5.3. The vehicles must be equipped with block heaters during the winter.
- 5.4. **For purposes of analysis and prevention only**, the Base Transport Officer reserves the right to do technical inspections on any vehicles involved in an accident, said inspection to be done only if there is reason to believe that the mechanical condition of the said vehicle was a contributing factor in an accident.
- 5.5. It is understood that DND assumes all responsibilities relating to machinery during rental periods. Vehicle operators will have received adequate training for the type of vehicle.

-
- 5.6.** It is noted that vehicles and accessories rented by DND must be returned to the contractor in the same condition as at the time of rental, except for normal wear and tear.
- 5.7.** The contractor will be responsible for maintaining the vehicles (lubrication, oil changes, tune-ups, etc) during the rental period. All maintenance must be included in the rental prices.
- 5.8.** The contractor will be responsible for damage to tires caused by road hazards or terrain hazards. The designated user will be responsible for tire damage caused by abnormal use.
- 5.9.** Replacement of vehicles due to breakdown:
- 5.9.1. The contractor must provide a replacement for vehicles that break down:
- 5.9.1.1. If the vehicle must be replaced due to breakdown caused by normal wear and tear, the contractor must pay the transportation costs.
- 5.9.1.2. If the vehicle must be replaced due to breakdown caused by DND negligence, DND must pay the transportation costs.
- 5.9.2. Replacement time:
- 5.9.2.1. The contractor must replace vehicles within 24 to 48 hours.
- 5.9.3. Service calls for vehicle maintenance and repair:
- 5.9.3.1. The contractor must respond to service calls for maintenance within 4 to 8 hours and to service calls for repairs within 24 hours, failing which it must replace the vehicle with another of the same type.

6. VEHICLE CATEGORIES :

6.1. Forklift, standard telescopic boom:

- 6.1.1. Forklift, telescopic boom, capacity 6000 lbs, minimal height of 30 feet

Description:

- 6.1.1.1. Lift capacity 6000 lbs minimum;
- 6.1.1.2. Lift height 30 feet minimum;
- 6.1.1.3. Fork carriage in excess 48 inches;
- 6.1.1.4. 4-wheel drive;
- 6.1.1.5. 4-wheel steering;
- 6.1.1.6. Frame levelling to 10 degrees;
- 6.1.1.7. Heated cabin;
- 6.1.1.8. Block heater;
- 6.1.1.9. Fuel type: diesel

6.2. Forklift, telescopic boom, 360 degree visibility:

- 6.2.1. Forklift, telescopic boom, 360 degree visibility, capacity 10,000 lbs, height 40 to 42 feet

Description:

- 6.2.1.1. Lift capacity 10,000 lbs minimum;
- 6.2.1.2. Lift height 42 feet minimum;
- 6.2.1.3. 360 degree visibility (safety); see note
- 6.2.1.4. Self-cleaning motor (no risk of overheating in dusty environment);
- 6.2.1.5. Fork carriage in excess of 31 inches;
- 6.2.1.6. High hydraulic flow rate;
- 6.2.1.7. 4-wheel drive;
- 6.2.1.8. 4-wheel steering;
- 6.2.1.9. Highway lights and work lights;
- 6.2.1.10. Hour meter;
- 6.2.1.11. Heated cabin;
- 6.2.1.12. Block heater;
- 6.2.1.13. Catalytic converter
- 6.2.1.14. Standard boom that can be lowered, so that the operator can have a better visibility;
- 6.2.1.15. Fuel type: diesel

Note: The right and left vision must not be obstructed by the mast when the forks are horizontal about 12 inches from the ground.

7. DELIVERY

Charge for delivery and unloading and pickup of forklifts.

- 7.1. When delivering and picking up vehicles, the contractor must have a vehicle loading ramp.
- 7.2. The contractor will be responsible for delivering and picking up the vehicle(s). Pickups and deliveries must be made within **24 business hours** after receiving the order and within four (4) business hours for urgent orders.
- 7.3. A visual physical inspection will be done when the custody of vehicles is transferred between DND and the contractor on pickup and delivery. Both parties must sign the inspection report.
- 7.4. The Purchase Order numbers provided by the DND rentals section and the contractor's unit number and vehicle plate number must be indicated on all rental contracts on delivery and on all invoices submitted to DND.

8. EQUIPMENT

- 8.1. All vehicles of both categories must have the standard safety equipment as well as the following:
 - 8.1.1. Back-up alarm;
 - 8.1.2. Rotating beacon;
 - 8.1.3. Fire extinguishers.
- 8.2. Battery warmers must be available on demand

ANNEX "B" - BASIS OF PAYMENT

1. Price:

The contractor must submit in Annex C "Prices Table" firm all-inclusive daily, weekly and monthly prices in Canadian dollars, GST/HST not included, for each category of forklift (referred to herein as "vehicles"), and firm all-inclusive unit prices for the delivery and pickup of the vehicles at DND, Valcartier Quebec for the term of the standing offer and the two optional one-year terms – Annex C – Prices Table.

All prices listed in **Annex C "Price Table"** include vehicle use, maintenance and all repairs, whether minor or major.

2. Calculating Prices:

Calculation of rental prices starts on the date when delivery of the vehicle was requested and the vehicle is delivered to the location stated when the request was made. The calculation will end when the contractor is advised that the vehicle is no longer required.

Example: Delivery requested for 23 November 2020. The vehicle is delivered 22 November 2020. The rental term starts on 23 November 2020.

If the vehicle is delivered late, calculation of the rental charge will start when the user takes custody of the vehicle and will end when the user advises the contractor that the vehicle is no longer required.

The contractor must comply with the following instructions relating to the rental term.

Price	
Daily	Applicable price for a period of 24 hours or less
Weekly	Applicable price for a period of 7 days
Monthly	Applicable price for a period of 30 or 31 days, depending on the month, eg. October 10 to November 9 (31 days) = 1 month

Periods not completed will be calculated on a pro rata basis as follows:

Applicable prices for incomplete periods

Rental for seven (7) days and under , whichever is less	Rental for one (1) month and under , whichever is less	Rental for over one (1) month
Number of days X daily price	Monthly price	Number of month X Monthly price
OR	OR	PLUS
Weekly price	(Number of weeks X Weekly price) + (Number of days X daily price)	Number of additional days X daily OR weekly price (as applicable) OR Monthly price

Example: rental lasting 108 days will be calculated as follows:

Monthly price: ~~X~~ 3 months (90 days)
Weekly price: ~~X~~ 2 weeks (14 days)
Daily price: X 4 days (4 days)
= 108 days

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3. **Breakdown:**

If a vehicle breaks down, the contractor will not invoice for the time the vehicle was out of service (to within one half day).

ANNEX "C" – PRICES TABLE

The total amount of applicable taxes is in addition to. Offerors must provide a price for each item of the Lists, and for each period.

Table 1 : Telescopic forklift CATEGORY 1

Quebec (Valcartier , G0A 4Z0)					
	DESCRIPTION	APPROX. QUANTITY 1 year	FIRM UNIT PRICE		
			FIRM YEARS	OPTIONAL YEARS	
			Contract award to August 31, 2022	Sept. 1, 2022 to August 31, 2023	Sept. 1, 2023 to August 31, 2024
1	Telescopic forklift, capacity 6000 lbs, minimal height of 30 ft. (CATEGORY 1)				
1.1	Daily Price	10			
1.2	Weekly Price	25			
1.3	Monthly Price	12			
2	Charge for delivery and pickup of forklifts				
2.1	Delivery :				
2.1.2	Delivery of 1 vehicle	40			
2.1.2	Delivery of two (2) vehicles on the same vehicle	5			
2.1.3	Delivery of three (3) vehicles on the same vehicle	2			
2.2	Pickup				
2.2.1	Picking up 1 vehicle	40			
2.2.2	Picking up two (2) vehicles on the same vehicle	5			
2.2.3	Picking up three (3) vehicles on the same vehicle	1			
2.3	Delivery and pickup on the same trip				
2.3.1	One delivery and 1 pickup on the same trip	4			
2.3.2	Delivery of two (2) vehicles on the same vehicle including pickup of one (1) or two (2) vehicles on the same trip.	1			
2.3.3	Delivery of three (3) vehicles on the same vehicle including pickup of one (1) to three (3) vehicles on the same trip.	1			
EVALUATION SUBTOTAL FOR CATEGORY 1			(A) will be calculated by PWGSC	(B) will be calculated by PWGSC	(C) will be calculated by PWGSC

Table 2 : Telescopic forklift CATEGORY 2

	DESCRIPTION	APPROX. QUANTITY 1 year	FIRM UNIT PRICE		
			FIRM YEARS	OPTIONAL YEARS	
			Contract award to May 31, 2022	June 01, 2022 to May 31, 2023	June 01, 2023 to May 31, 2023
1	Telescopic forklift, 360 visibility, capacity 10,000 lbs, height 40 to 42 ft. (CATEGORY 2)				
1.1	Daily Price	2			
1.2	Weekly Price	5			
1.3	Monthly Price	5			
2	Charge for delivery and pickup of forklifts				
2.1	Delivery :				
2.1.2	Delivery of 1 vehicle	12			
2.1.2	Delivery of two (2) vehicles on the same vehicle	1			
2.2	pickup				
2.2.1	Picking up 1 vehicle	12			
2.2.2	Picking up two (2) vehicles on the same vehicle	1			
2.3	Delivery and pickup on the same trip				
2.3.1	One delivery and 1 pickup on the same trip	1			
2.3.2	Delivery of two (2) vehicles on the same vehicle including pickup of one (1) or two (2) vehicles on the same trip.	1			
EVALUATION SUBTOTAL FOR CATEGORY 2			(A) will be calculated by PWGSC	(B) will be calculated by PWGSC	(C) will be calculated by PWGSC
TOTAL (CAD) EVALUATION AMOUNT TABLE 1 AND 2 (A + B + C) =			<i>will be calculated by PWGSC</i>		

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ANNEX "D" – STANDING OFFERS REPORTING

Regional Individual Standing Offer (RISO)

W0106-19S041/001/QCN, Forklift Rental

Offeror: _____

Period: From _____ to _____

Vehicle categories	Number of call-up	Total \$ (CAD)
Forklift, standard telescopic boom		\$
Forklift, telescopic boom, 360 degree visibility		\$
Total Amount		\$

Signature : _____ Date (YY-MM-DD) : _____

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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);