



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

See herein for bid submission
instructions/

Voir la présente pour les
instructions sur la présentation
d'une soumission

NA

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

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada/Réception
des soumissions Travaux publics et Services
gouvernementaux Canada
Government of Canada Building
101 - 22nd Street East
Suite 110
Saskatoon
Saskatche
S7K 0E1

Title - Sujet Forklift Rentals; Dundurn, SK Forklift and Lift Rentals; Dundurn, SK	
Solicitation No. - N° de l'invitation W2585-200003/A	Date 2021-04-12
Client Reference No. - N° de référence du client W2585-200003	GETS Ref. No. - N° de réf. de SEAG PW-\$STN-204-5450
File No. - N° de dossier STN-0-43095 (204)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Central Daylight Saving Time CDT on - le 2021-04-29 Heure Avancée du Centre HAC	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Simonson, Sheena M.	Buyer Id - Id de l'acheteur stn204
Telephone No. - N° de téléphone (306)241-1169 ()	FAX No. - N° de FAX (418)566-6167
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See herein - Voir aux présentes	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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W2585-200003

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-0-43095

Buyer ID - Id de l'acheteur
STN204
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments, and any other annexes.

1.2 Summary

Forklift and Lift Rentals

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

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

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

The standing offer is for a period of one year, with the option to extend the standing offer for 4 additional periods of 1 year each.

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 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>) 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 Western Region Bid Receiving Unit

Suppliers are strongly encouraged to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. The Offeror must send an email requesting to open an epost Connect conversation to the following address:
roreceptionSoumissions.wrbridreceiving@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.

Faxed bids will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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.

2.5 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.

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

The Offeror is strongly encouraged to 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

Faxed offers will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) offers will not be accepted for the subject bid solicitation.

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.

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

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

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

3.1.2 Exchange Rate Fluctuation

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

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Annex "A" Requirement.

4.1.2 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Evaluated Bid Price using Annex "B", Basis of Payment.

4.1.2.1 Evaluation of Price - Canadian/Foreign Offerors

SACC Manual Clause [M0222T](#) (2016-01-28), Evaluation of Price - Canadian/Foreign Offerors

4.2 Basis of Selection

4.2.1 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria 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) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

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

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#)

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

6.3.1 General Conditions

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

6.3.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

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

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from **[to be inserted at standing offer issuance]** to **[to be inserted at standing offer issuance]**.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for four (4) additional one (1) year periods, from **[to be inserted at standing offer issuance]** to **[to be inserted at standing offer issuance]** and from **[to be inserted at standing offer issuance]** to **[to be inserted at standing offer issuance]** and from **[to be inserted at standing offer issuance]** to **[to be inserted at standing offer issuance]**,] and from **[to be inserted at standing offer issuance]** to **[to be inserted at standing offer issuance]** 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.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Sheena Simonson

Solicitation No. - N° de l'invitation
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Amd. No. - N° de la modif.
File No. - N° du dossier
STN-0-43095

Buyer ID - Id de l'acheteur
STN204
CCC No./N° CCC - FMS No./N° VME

Title: Procurement Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Western Region
Address: 110-101 22nd St E, Saskatoon, Saskatchewan, S7K 0E1

Telephone: 306-241-1169
Facsimile: 306-975-5397
E-mail address: sheena.simonson@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.

6.5.2 Project Authority

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

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

6.5.3 Offeror's Representative

Please fill in the below section:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: **The Department of National Defence (DND) at 17 Wing, Detachment Dundurn, Dundurn, Saskatchewan.**

6.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 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. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.8 Limitation of Call-ups

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

6.9 Priority of Documents

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

- a. the call up against the Standing Offer, including any annexes;
- b. the articles of the Standing Offer;
- c. the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d. the general conditions [2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity);
- e. Annex A, Requirement;
- f. Annex B, Basis of Payment;
- g. Annex D, Standing Offer Usage Report;
- h. the Offeror's offer dated **[to be inserted at standing offer issuance]**.

6.10 Certifications and Additional Information

6.10.1 Compliance

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

6.11 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 Saskatchewan.

6.12 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.

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

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

6.3 Term of Contract

6.3.1 Delivery Date

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

6.4 Payment

6.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B for a cost of \$ **[per each individual call up]**. Customs duties are [included] **[to be inserted at standing offer issuance]** and Applicable Taxes are extra.

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

6.4.2 Single Payment

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

6.4.3 SACC Manual Clauses

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

6.4.4 Electronic Payment of Invoices – Call-up

[to be inserted at standing offer issuance]

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);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.5 Invoicing Instructions

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

6.6 Insurance

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

6.7 SACC Manual Clauses

[B7500C](#) (2006-06-16), Excess Goods

6.8 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.

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STN-0-43095

Buyer ID - Id de l'acheteur
STN204
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- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A"

REQUIREMENT

Forklift and Lift Rentals

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

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

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

The standing offer is for a period of one year, with the option to extend the standing offer for 4 additional periods of 1 year each.

The equipment drop off and pick up location is:

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

Normally the delivery and pick up of the rented forklifts and lifts will be at the CFB listed above (DND Dundurn), but as the transport section of the Det Dundurn also organize rental of this type of equipment for units that are not on the Det Dundurn (but are in the Saskatoon area), the delivery and the pickup of the forklifts and lifts can be done at a different location than on the Det Dundurn. If this should be required, DND Dundurn will advise the Offeror.

General Outline of Requirement

1. The rental period may be daily, weekly, or monthly. DND will contact the Offeror prior to issuing a call up, to determine availability of equipment. Conflicts, such as availability of equipment, must be identified by the supplier to DND prior to initiation of any call up.
2. Delivery and pick up of rental equipment, as well as maintenance of rental equipment, must be completed on Monday to Friday between the hours of 8:00 and 15:00, wherever possible, except when specifically requested by DND outside of that timeframe. Any delivery, pick up or maintenance outside of these hours must be with the pre-approved consent of DND.
3. All rentals are required for operational purposes and will only be operated by DND Personnel.
4. All equipment supplied under this RISO must meet, or exceed all applicable provisions of the Motor Vehicle Safety Act of Canada and the regulations there under that are in force on the date of its manufacture.

5. Equipment will only be operated within designated operational areas within the province of Saskatchewan.
6. The offeror represents and warrants that:
 - a. It has full power and authority to rent the motor vehicles to Canada, and
 - b. During the period of the rental of the motor vehicle, if Canada is not in default in carrying out any of contractual obligations under the Standing Offer, Canada will have unlimited use of the motor vehicle without disturbance from the Offeror, except when the Offeror is performing maintenance pursuant to the provisions of the Standing Offer, and without disturbance by any person lawfully claiming by, through, or under the Standing Offer.
7. DND will not sign the Offeror's rental agreement as the Terms and Conditions of this Standing Offer take precedence.

Title to rented Motor Vehicle

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

Deliverables

1. The Offeror will provide up to four (4) pieces of equipment of the same specifications as required within 48 hours' notice of issuance of a call up against the standing offer. Normally, call ups against the standing offer would be issued with enough time that delivery would not need to be on weekends or statutory holidays. However, there may be occasions where delivery will be required on a weekend or statutory holiday.
2. Forklifts or lifts can be new or used, must not older than five (5) years old and have no more than 2000 hours at time of call-up. Vehicles must be physically and mechanically in good repair, clean condition and meet the minimum mandatory specifications as defined within the Motor Vehicle Safety Act of Canada and the regulations there under that are in force on the date of its manufacture.
3. In case of emergencies, the Offeror must be able to deliver/pick up forklifts or lifts from the site within 48 hours of notification, including on weekends and statutory holidays.
4. All vehicles must be provided full of fuel and oil. The Offeror must identify the types of fuel required, and recommendations for oils, lubricants and whether there should be any additives for operation in extreme weather conditions, hot or cold.
5. The offeror will honor DND licensing qualifications for the Canadian Armed Forces Forklift and Lift equivalent.
6. DND retains the right to recover (i.e. tow) by maintenance recovery truck (MRT) and/or trailer any forklift or lift that becomes inoperable to an agreed upon location.
7. The Offeror will be responsible for the cost of all repairs, unless it is demonstrated DND was at fault or caused the problem.

8. Should it be determined that repairs cannot be completed on a forklift or lift within 48 hours of the Offeror receiving notice from DND of the requirement for a repair, the Offeror will provide a replacement vehicle within 24 hours of receipt of notification of breakdown, including on weekends and statutory holidays if required.
9. The Offeror must provide verbal/written instructions regarding the operation of the rented forklift or lift to the technical authority as may be required throughout the duration of the Standing Offer.
10. The Offeror is responsible to provide transport of equipment to and from the DND location as indicated on the Call-up document. The Offeror is responsible for picking up the rental equipment from DND, at a time and date indicated by DND. The equipment pick ups will normally be scheduled for Monday to Friday, but may on occasion be required on weekends and statutory holidays.
11. The Offeror is responsible for the vehicle registration and fleet insurance being up to date and in the vehicle, and that vehicle licensing, permits or exemptions are enforced and in place.

Miscellaneous Equipment

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

Inspections

1. DND reserves the right to inspect the offered vehicles and safety equipment prior to acceptance, as well as the right to object to any part thereof that does not meet specified requirements.
2. Prior to acceptance of the vehicle, DND and the Offeror, will inspect the vehicle (s) by completing a vehicle inspection report reporting the condition of each vehicle. The vehicle inspection report will be provided by the Offeror and will include but isn't limited to: odometer readings, damages, malfunctions, cracks in windshield, scratches in paint or interior, dents on the body, date/time of delivery, etc. The vehicle inspection report will be signed and dated by DND and the Offeror.
3. Upon return of the vehicle, DND and the Offeror will inspect the vehicle (s) along with reviewing the original vehicle inspection report making sure no additional damages have occurred to the vehicle any additional damages will then be documented along with the odometer reading and the date/time of pickup. Only the additional damage recorded upon return of the vehicle will be considered for compensation by Canada.

Maintenance

1. Full maintenance related to normal wear and tear as defined below will be the responsibility of the Offeror. The DND location renting the vehicle(s) will not make or cause to have made any maintenance without consent of the Offeror.
2. The Offeror will be responsible for any scheduled repair, routine maintenance and hour based interval inspection, as defined by the equipment manual. The Offeror will ensure pending interval maintenance or inspection is completed prior to delivery of any equipment requested under any call up.
3. The Offeror will supply another vehicle of the same type and size to the DND location indicated on the original call-up document, 48 hours prior to the scheduled service date/time. On occasion, delivery may be required on weekends and statutory holidays. The Offeror will be responsible to pick up/return the vehicle to DND, along with any costs associated to the servicing.

4. In the event of equipment failure of any type, if repairs on the equipment cannot be completed within 48 hours of the Offeror receiving notice from DND of a requirement for a repair, a replacement vehicle of the same type and size, must be provided within 48 hours of receipt notification of break down. The Offeror must deliver the replacement vehicle to the DND location indicated on the original call-up document. If the Offeror decides to repair the vehicle through an affiliated agent, the Offeror will be responsible to transport the vehicle to and from the affiliated agent location. The Offeror is responsible for any financial obligation incurred in relation to the repair and/or transport of vehicles.
5. Down time/equipment loss due to mechanical failure not deemed to be the result of misuse or careless operation by DND, will be considered when computing the monthly charges for maintenance as required.

Normal wear and tear

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

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

Division of Responsibilities

1. DND's responsibilities will include:
 - a. The supply of fuel during the rental period
 - b. Oil, fluids and lubricants required between regular changes
 - c. Return to the Offeror, all vehicle parts replaced, including damaged or worn tires
 - d. Return of vehicle with a full tank of fuel
 - e. Washing of vehicle before return to Offeror
 - f. Indication of damage or equipment failure to Offeror immediately upon discovery
 - g. Flat tires when the vehicle is in use by DND
 - h. Adherence by DND personnel to safe operational guidelines and procedures outlined by the operators manual and DND driver training.
2. The Offeror is responsible for:
 - a. Delivery of the vehicle to the location identified in the call-up;
 - b. Pre-servicing the vehicle prior to delivery;
 - c. Supplying a full tank of fuel with the vehicles delivered;
 - d. Ensuring each vehicle delivered has the following equipment and accessories:
 - i. two ignition keys
 - ii. vehicle jack, as applicable,

- iii. wheel wrench
- iv. all minimum features as detailed in the applicable *Government Motor Vehicle Ordering Guide* and specifications;
- e. Replacement of tires covered by the tire manufacturer's normal warranty. (Replacement tires will be to original equipment specifications with the same life, standard and quality.);
- f. All Warranty Servicing: "Warranty servicing" means the supply of parts normally provided by the manufacturer's warranty together with the labour necessary to install such parts.
- g. Inspecting the vehicle upon its return to the designated dealer for any damages.

Damage and lost time

1. DND is responsible for loss and damage to the vehicle supplied under a call-up document during the rental period if the loss and damage is not the result of normal wear and tear, provided the damage was not present at the time of acceptance by DND, or the result of a manufacturer defect.
2. DND will obtain a written estimate for the repairs and, in consultation with the offeror, decide where the repairs are to be performed. The written estimate must include transportation costs identified separately. If the Offeror decides to have any damage repaired by a supplier of their own preference and the cost of said repairs are higher than the estimate obtained, DND will only pay the lesser amount. If the Offeror decides that the vehicle is to be repaired at a place other than the place Canada chooses, the Offeror will be responsible to pay transport costs of the vehicle to the alternate location.
3. Once the value of the repairs has been established and agreed to by DND, the Offeror will get the vehicle repaired and will be responsible for the transportation to and from the DND location to repair the vehicle. Invoices must include copies of estimates and actual repair invoices, and fees for transportation must be a separate line item on invoices. Once the invoice has been received by DND, the invoice will be certified and processed for payment.
4. If the vehicle has been damaged due to the negligence or carelessness DND, lost time will be considered based on the daily rental rate and negotiated between the Standing Offer Authority, the Offeror and DND.
5. The Offeror must report all damages discovered within 5 days after the end of the rental return, provided that the equipment was not subsequently provided under contract to another organization within that same period. Damages must be reported on an inspection form and must be signed in agreement by both parties. In situations in which Canada is deemed at fault for the damages, repair invoices must arrive to the Project Authority no later than 30 days after completion of the agreed upon repair.

COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS

Instructions to Bidders

1. A complete list of the mandatory evaluation criteria are detailed in the Compliance Matrix below.
2. Bids which fail to meet all of the mandatory evaluation criteria will be declared non-responsive.
3. Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they meet each mandatory evaluation criteria. Bidder should demonstrate their capability in a thorough, concise and clear manner.

4. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation or stating, without any substantiating information, that a bidder is compliant will not be sufficient.
5. Substantiating information may include, but is not limited to, specification sheets, technical brochures, photographs or illustrations. If published supporting technical documentation is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance. All substantiating information should be provided with the bid at solicitation closing date. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to demonstrate that the proposed product(s) meet the requirements of the evaluation criteria.
6. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.
7. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present the topics in the order of the evaluation criteria, and include a grid in their proposal, containing the information which demonstrates how the bidder meets each evaluation criteria. Alternatively, and to avoid any duplication, bidders may also refer to the different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
8. Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.

COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS:

Item #	Performance Specification	Status (M) Mandatory	Performance Specification Offered: Bidder <u>should</u> indicate how they meet the performance specification by recording this information in this column	Cross Reference: In this column, Bidders <u>should</u> cross-reference where this performance specification is indicated in their supporting documents
	Propane Warehouse Forklift			
1	Must be warehouse rated	M		
2	Must be propane fuelled	M		
3	Must have seat belt	M		
4	Must have Safety Lighting	M		
5	Must lift up to at least 5,000 lbs	M		
	Rough Terrain Forklift			
	Rough Terrain Diesel 6k:			
6	Must have rough terrain tires	M		
7	Must have All-Wheel Drive (AWD)/4x4 option	M		

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8	Must have seat belt	M		
9	Must be enclosed cab with heater	M		
10	Must have safety lighting	M		
11	Must be diesel engine	M		
	Rough Terrain diesel 8k			
12	Must have rough terrain tires	M		
13	Must have All-Wheel Drive (AWD)/4x4 option	M		
14	Must have seat belt	M		
15	Must be enclosed cab with heater	M		
16	Must have safety lighting	M		
17	Must be diesel engine	M		
	Rough Terrain diesel 10k			
18	Must have rough terrain tires	M		
19	Must have All-Wheel Drive (AWD)/4x4 option	M		
20	Must have seat belt	M		
21	Must be enclosed cab with heater	M		
22	Must have safety lighting	M		
23	Must be diesel engine	M		
	Lift			
	Scissor Lift (Aerial work platform)			
24	Must have safety lighting	M		
25	Must be electrical power	M		
	Articulated Boom Lift 23'			
26	Must have safety lighting	M		
27	Must be diesel engine	M		
28	Must have a block heater	M		
	Articulated Boom Lift 40'			
29	Must have safety lighting	M		
30	Must be diesel engine	M		
31	Must have a block heater	M		
	Articulated Boom Lift 60'			
32	Must have safety lighting	M		
33	Must be diesel engine	M		
34	Must have a block heater	M		

ANNEX "B"

BASIS OF PAYMENT

INSTRUCTIONS FOR COMPLETING MICROSOFT EXCEL ANNEX B BASIS OF PAYMENT

- Offerors must provide pricing for all items listed in Excel Annex B Basis of Payment, for all years (including option years) of the standing offer. Failure to provide pricing for any item will deem the bid non-responsive.
- Offerors must provide pricing per the specifications of each item in Annex "A" Requirement. Modifications to specifications are not permitted, and will deem the bid non-responsive. If you have any questions or concerns about the specifications, please address them during the solicitation period to the Procurement Officer at the contact information listed on the front page of the solicitation document.

PRICES

- Prices quoted in Excel Annex "B" Basis of Payment are Firm Prices in accordance with the Requirement at Annex A. Firm prices are in Canadian dollars and include: delivery charges to and from the requested site, unlimited kilometers and unlimited number of hours of operation.
- Prices must include all costs associated with the delivery and offloading of the items identified in Excel Annex "B" Basis of Payment. Payment will be made in accordance with the pricing in Excel Annex "B" Basis of Payment.
- The standing offer will be issued in CAD. The Offeror will be paid firm unit prices in CAD.
- Prices must remain firm for the duration of the Standing Offer.
- GST/HST, if applicable, is not to be included in the prices in Excel Annex "B" Basis of Payment, and is to be shown as a separate item on any resulting invoice.
- Daily is defined as 1 day, weekly is defined as 7 days, and monthly is defined as 30 days.
- In addition to the prices established in Annex "B", the Offeror can offer special discounts, such as yearend sales, production surplus, special sales and promotions, etc., as long as the price is lower than the prices listed in Annex "B".

ESTIMATED USAGE

- Estimated usages are for evaluation purposes only, and do not guarantee the amount of product that will be required and requested.
- Estimated usages will not form part of the final Standing Offer.
- Actual usages may vary from the estimated usages.

MISCELLANEOUS EQUIPMENT RENTAL

Please complete this section. If any blanks are not completed, it will be assumed that the percentage offered is 0%.

Year One

The Offeror agrees to offer other related rental equipment at the Offeror's current published price list less a discount of: _____%. Delivery charges may be added.

Option Year One

The Offeror agrees to offer other related rental equipment at the Offeror's current published price list less a discount of: _____%. Delivery charges may be added.

Option Year Two

The Offeror agrees to offer other related rental equipment at the Offeror's current published price list less a discount of: _____%. Delivery charges may be added.

Option Year Three

The Offeror agrees to offer other related rental equipment at the Offeror's current published price list less a discount of: _____%. Delivery charges may be added.

Option Year Four

The Offeror agrees to offer other related rental equipment at the Offeror's current published price list less a discount of: _____%. Delivery charges may be added.

EVALUATION

Total Evaluated Bid Price will be calculated in Excel Annex B Basis of Payment as follows:

YEAR ONE

For each of rows 5 to 12 inclusive:

- Column B x Column F = Column J
- Column C x Column G = Column K
- Column D x Column H = Column L
- Column E x Column I = Column M

OPTION YEAR ONE

For each of rows 5 to 12 inclusive:

- Column B x Column N = Column R
- Column C x Column O = Column S
- Column D x Column P = Column T
- Column E x Column Q = Column U

OPTION YEAR TWO

For each of rows 5 to 12 inclusive:

- Column B x Column V = Column Z
- Column C x Column W = Column AA
- Column D x Column X = Column AB
- Column E x Column Y = Column AC

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OPTION YEAR THREE

For each of rows 5 to 12 inclusive:

- Column B x Column AD = Column AH
- Column C x Column AE = Column AI
- Column D x Column AF = Column AJ
- Column E x Column AG = Column AK

OPTION YEAR FOUR

For each of rows 5 to 12 inclusive:

- Column B x Column AL = Column AP
- Column C x Column AM = Column AQ
- Column D x Column AN = Column AR
- Column E x Column AO = Column AS

Sum of Column J + Sum of Column K + Sum of Column L + Sum of Column M + Sum of Column R +
Sum of Column S + Sum of Column T + Sum of Column U + Sum of Column Z + Sum of Column AA +
Sum of Column AB + Sum of Column AC + Sum of Column AH + Sum of Column AI + Sum of Column AJ
+ Sum of Column AK + Sum of Column AP + Sum of Column AQ + Sum of Column AR + Sum of Column
AS = Total Evaluated Bid Price

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ANNEX "C" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

