



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Room 100,
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6
Bid Fax: (204) 983-0338

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

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 - Western
Region
Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6

| | |
|--|---|
| Title - Sujet Defibrillator | |
| Solicitation No. - N° de l'invitation H3551-183502/A | Date 2018-11-21 |
| Client Reference No. - N° de référence du client H3551-183502 | |
| GETS Reference No. - N° de référence de SEAG PW-\$WPG-119-10706 | |
| File No. - N° de dossier WPG-8-41141 (119) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-12-07 | Time Zone Fuseau horaire Central Standard Time CST |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Zdan, Tyler | Buyer Id - Id de l'acheteur wpg119 |
| Telephone No. - N° de téléphone (204) 509-5743 () | FAX No. - N° de FAX (204) 983-7796 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF HEALTH STE 300 391 YORK AVE WINNIPEG Manitoba R3C4W1 Canada | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|--|--|
| Delivery Required - Livraison exigée See Herein | 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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PART 1 - GENERAL INFORMATION

1.1 Requirement

Health Canada's First Nations and Inuit Health Branch (FNIHB) requires thirty (30) Zoll Medical defibrillators to be used in Northern Manitoba nursing stations.

The requirement includes an option allowing the client department to purchase an additional five (5) Zoll Medical defibrillators per year for the 2019-2020 and 2020-2021 fiscal years, up to a total of ten (10).

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.3 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2018-05-22), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.1.1 SACC Manual Clauses

SACC Manual Clause [B4024T](#) (2017-07-01), No Substitute Products

2.2 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders 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 the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.3 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

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

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

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy), if applicable

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

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

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

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

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

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

See Annex A: Requirement.

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2016-01-28), Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection

SACC Manual Clause [A0069T](#) (2007-05-25), Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **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 Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder 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 - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder 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 \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide the items detailed under the Requirement at Annex A.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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.

6.3.1 General Conditions

[2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

[4001C](#) (2015-04-01), Hardware Purchase, Lease and Maintenance

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before March 29, 2019.

6.4.2 Delivery Points

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

6.4.3 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex B of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment. The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Tyler Zdan
Title: Procurement Officer
Public Works and Government Services Canada
Procurement Services
Directorate: Western Region
Address: 100-167 Lombard Avenue, Winnipeg, MB, R3B 0T6
Telephone: (204) 509-5743
E-mail address: Tyler.Zdan@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is:

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

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

6.6 Payment

6.6.1 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 \$ _____. Customs duties are included and Applicable Taxes are extra.

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

6.6.2 Single Payment

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

6.6.3 Electronic Payment of Invoices – Contract

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)

6.7 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: The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2018-06-21), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____.

6.11 Warranty - Modification - General Conditions 2010A

Section 09 entitled Warranty of general conditions 2010A is amended by deleting subsection 1 in its entirety and replacing it with the following:

Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be 60 months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

ANNEX A
REQUIREMENT

Requirement

Specific Requirement: Health Canada's First Nations and Inuit Health Branch (FNIHB) requires thirty (30) Zoll Medical defibrillators to be used in Northern Manitoba nursing stations.

Delivery Location

Street Address: 300 - 391 York Ave.
City: Winnipeg
Province: Manitoba
Country: R3C 4W1

Mandatory Delivery Date

Delivery Date: March 29, 2019

| |
|--|
| <p>Compliance Matrix - Minimum Mandatory Criteria</p> |
|--|

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

1. Bidders must show compliance by addressing each performance specification in the Compliance Matrix, whether the product offered meets ("Yes") or doesn't meet ("No").
2. Bidders must indicate whether the product or service offered meets each performance specification by stating, "Yes," or "No."
3. If applicable, supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations, should be provided with the bid at solicitation close. If supporting documentation is supplied, the Bidder should include a note in the Compliance Matrix that directs the evaluator(s) to the precise location of the supporting information for the relevant criterion (e.g. "specification sheet, item 2.1." Supporting documentation should be provided directly. Bidders should refrain from referencing information not included with the bid (e.g. "See company website," or, "See p. 12 of our online brochure").

4. If Canada requests additional supporting documentation for any of the mandatory specifications, the Contracting Authority will notify the Bidder, and the Bidder will have a deadline of two (2) business days to provide the requested information. Failure to fulfil such a request could result in the bid being deemed non-compliant.

5. Bidders with questions or concerns in regards to the performance specifications can raise these with the Contracting Authority prior to the deadline outlined in the solicitation document. Such submissions should be provided in writing by emailing the Contracting Authority directly. When required, bidder questions or concerns can result in revisions or corrections to the performance specifications.

6. If the bid fails to meet any mandatory performance specification herein, the evaluator(s) will deem the bid non-compliant.

| Bidder Information | | | |
|--------------------|--|--|--|
| Bidder Name: | | | |
| Address: | | | |
| Representative: | | | |
| Phone/Email: | | | |
| PBN/Vendor Code: | | | |
| Line Item # | Technical Specification/ Mandatory Criterion/ Item List | Requirement Met? Indicate "Yes" or "No" | Supporting documentation provided? Provide cross- referencing information if applicable. |
| 1 | The Contractor must provide 30 Zoll Medical R-Series defibrillators. The defibrillators must meet the specifications listed below. | | |
| 2 | Defibrillator must be less than 8.5" (h) x 11" (w) x 13" (d) in size. | | |
| 3 | Defibrillator weight (with battery and paddles) must be less than 16 lbs. | | |

| | | | |
|---|---|--|--|
| 4 | Defibrillator must be capable of being used on all patients (adults and children). | | |
| 5 | Defibrillator must be able to remove compression-related artifacts from the ECG. | | |
| 6 | Defibrillator must be able to display critical information, including heart rate, selected and delivered energy, non-invasive blood pressure monitoring, and oxygen saturation. | | |
| 7 | Defibrillator must have network/wi-fi capability. | | |
| 8 | Contractor must provide one (1) Sure Power rechargeable battery for each defibrillator. | | |
| 9 | Contractor must provide an extended, 5-year warranty for each defibrillator. The terms of the warranty must be consistent with the manufacturer's standard warranty. | | |

ANNEX B

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily fulfilling all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below. Customs duties are included and any applicable taxes are extra, and are to be shown as a separate item on any resulting invoice.

| Initial Contract Period | | | | | |
|-------------------------|--|------|------|------------|----------------|
| Item # | Item Description | Unit | Qty. | Unit Price | Extended Price |
| 1 | Zoll Medical defibrillator, in accordance with Annex A: Requirement. | ea | 30 | \$ | \$ |
| 2 | Sure Power rechargeable battery. | ea | 30 | \$ | \$ |
| 3 | Delivery of defibrillators to address indicated within Annex A. | ea | 1 | \$ | \$ |
| 4 | Extended, 5-year warranty. | ea | 30 | \$ | \$ |
| Table 1 Total | | | | \$ | \$ |

| Option Period 1 – April 1, 2019 to March 31, 2020 | | | | | |
|---|--|------|------|------------|----------------|
| Item # | Item Description | Unit | Qty. | Unit Price | Extended Price |
| 1 | Zoll Medical defibrillator, in accordance with Annex A: Requirement. | ea | 5 | \$ | \$ |
| 2 | Sure Power rechargeable battery. | ea | 5 | \$ | \$ |
| 3 | Delivery of defibrillators to address indicated within Annex A. | ea | 1 | \$ | \$ |
| 4 | Extended, 5-year warranty. | ea | 5 | \$ | \$ |
| Table 2 Total | | | | \$ | \$ |

| Option Period 2 – April 1, 2020 to March 31, 2021 | | | | | |
|---|--|------|------|------------|----------------|
| Item # | Item Description | Unit | Qty. | Unit Price | Extended Price |
| 1 | Zoll Medical defibrillator, in accordance with Annex A: Requirement. | ea | 5 | \$ | \$ |
| 2 | Sure Power rechargeable battery. | ea | 5 | \$ | \$ |
| 3 | Delivery of defibrillators to address indicated within Annex A. | ea | 1 | \$ | \$ |
| 4 | Extended, 5-year warranty. | ea | 5 | \$ | \$ |
| Table 3 Total | | | | \$ | \$ |
| Evaluation Total | | | | | |
| Table 1 Total + Table 2 Total + Table 3 Total = | | | | | \$ |

Solicitation No. - N° de l'invitation
H3551-183502
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
File No. - N° du dossier
H3551-183502

Buyer ID - Id de l'acheteur
wpg119
CCC No./N° CCC - FMS No./N° VME

ANNEX C

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts 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)