



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS A :**

Bid Receiving/Réception des soumissions
Procurement & Contracting Services /
Services d'acquisitions et des marchés.
RCMP "H" Division HQ
RCMP Mailstop # H-066
80 Garland Avenue
DARTMOUTH, NS B3B 0J8

**REQUEST FOR
PROPOSAL**

**DEMANDE DE
PROPOSITION**

Proposal to: Royal Canadian Mounted Police

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 : Gendarmerie royale du 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 appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

Title – Sujet Self-Contained Breathing Apparatus for delivery to Newfoundland and Labrador		Date February 6, 2020
Solicitation No. – N° de l'invitation M1000-0-5280		
Client Reference No. - No. De Référence du Client		
Solicitation Closes – L'invitation prend fin		
At / à :	2 :00 PM	AST (Atlantic Standard Time) HNA (heure normale de l'Atlantique)
On / le :	February 20, 2020	
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Rosalee Parsons rosalee.parsons@rcmp-grc.gc.ca		
Telephone No. – No. de téléphone (902) 720-5112	Facsimile No. – No. de télécopieur (902) 426-7136	
Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée	
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. 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	



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1. Security Requirement
- 1.2. Requirement
- 1.3. Debriefings
- 1.4. Recourse Mechanisms

PART 2 - BIDDER INSTRUCTIONS

- 2.1. Standard Instructions, Clauses and Conditions
- 2.2. Submission of Bids
- 2.3. Enquiries - Bid Solicitation
- 2.4. Applicable Laws
- 2.5. Promotion of Direct Deposit Initiative

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1. Evaluation Procedures
- 4.2. Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1. Certifications Precedent to Contract Award and Additional Information

PART 6 - RESULTING CONTRACT CLAUSES

- 6.1. Security Requirement
- 6.2. Requirement
- 6.3. Standard Clauses and Conditions
- 6.4. Term of Contract
- 6.5. Authorities
- 6.6. Payment
- 6.7. Invoicing Instructions
- 6.8. Certifications and Additional Information
- 6.9. Applicable Laws
- 6.10. Priority of Documents
- 6.11. Procurement Ombudsman
- 6.12. Insurance

List of Annexes:

- Annex A Requirement
- Annex B Basis of Payment
- Annex C Certificate of Independent Bid Determination



PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Requirement

The requirement is detailed under Annex A "Requirement".

1.3 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.

1.4. Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the [Recourse Mechanisms](#) page on the [Buyandsell.gc.ca](#) website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the [Office of the Procurement Ombudsman \(OPO\)](#).

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/recourse-mechanisms>
<http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html>

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>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSAs), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days



2.2 Submission of Bids

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

NOTE: The RCMP has not been approved for bid submission by epost Connect service.

Due to the nature of the bid solicitation, bids transmitted by facsimile or email to RCMP will not be accepted.

2.3 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.

2.4 Applicable Laws

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

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.

2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: corporate_accounting@rcmp-grc.gc.ca

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in separately bound sections as follows:



Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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 their hard copy 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 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.2 SACC Manual Clauses

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

The mandatory technical criteria are detailed under the Requirement at Annex "A".

4.1.2 Financial Evaluation

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

4.2.1 No Substitute Products

Bidders must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

PART 5 - CERTIFICATIONS

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 may render the bid non-responsive or constitute a default under the Contract.

5.1 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 specified will render the bid non-responsive.

5.1.1 Integrity Provisions

In accordance with the section titled Information to be provided when bidding, contracting, or entering into a real property agreement subject to the *Ineligibility and Suspension Policy* (<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:

- Declaration of Convicted Offences - Integrity Declaration Form (as applicable)
- Required Documentation (List of names for integrity verification form)

Please see the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html) website for further details (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html>).

5.1.2 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.

5.1.3 Independent Bid Determination

The attached Certificate of Independent Bid Determination (attached Annex "C") has been developed by the federal Competition Bureau for use by the Contacting Authority when calling for bids, tenders or quotations. The intention of this documentation is to deter bid-rigging by requiring bidders to disclose, to the Contracting Authority, all material facts about any communications and arrangements which the bidder has entered into with competitors regarding the call for tenders.

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".

6.2.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "A" and "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 March 31, 2021 by sending a written notice to the Contractor.

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.

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

6.3.1 General Conditions

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



6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before March 25, 2020.

6.4.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable options to acquire the goods, services or both described at Annex A Requirement and Annex B Basis of Payment of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

Canada may exercise the options at any time before March 31, 2021 by sending a written notice to the Contractor.

6.4.5 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Rosalee Parsons
Title: Team Leader
Royal Canadian Mounted Police
Procurement and Contracting Branch
Telephone: 902-720-5112
Facsimile: 902-426-7136
E-mail address: rosalee.parsons@rcmp-grc.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

To be determined upon award of contract.

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

Legal Company Name: _____
Operating Name (if different from above): _____
Mailing Address: _____

For General Inquiries:

Name of Authorized Representative: _____
Telephone: _____
Facsimile: _____



E-mail: _____

For Delivery Follow-up:

Name of Authorized Representative: _____

Telephone: _____

Facsimile: _____

E-mail: _____

6.6 Payment

6.6.1 Basis of Payment

The Basis of Payment is detailed under Basis of Payment at Annex "B".

6.6.2. SACC Manual Clauses

A9117C (2007-11-30) T1204 Direct Request by Client Department

C2000C (2007-11-30) Taxes – Foreign based contractor

H1001C (2008-05-12) Multiple payments

6.7 Invoicing Instructions

6.7.1 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.

6.7.2 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.

6.8 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 Newfoundland and Labrador.

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 _____ (date to be inserted upon award of contract).

6.11. Procurement Ombudsman

6.11.1 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 30 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

6.11.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

6.12 Insurance

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



ANNEX "A" REQUIREMENT

The Royal Canadian Mounted Police (RCMP) B Division has a requirement for the supply and delivery of Self-contained-breathing apparatuses (SCBA) and related equipment as follows:

- A quantity of 6 MSA SCBA 4500PSI A-G1FS 4210MA2C2LHR
- A quantity of 2 Facepiece G1 4 Pt- Large Size: Large Nosecup: Large Head Harness: 4 Pt Adjustable Neckstrap: Kevlar 400-0062-S
- A quantity of 5 Facepiece G1 4 PT – Medium Size: Medium Nosecup: Medium Head Harness: 4 Pt Adjustable Neckstrap: Kevlar 400-0060-S

Delivery Address:
RCMP "B" Division
100 East White Hills Road
St. John's NL A1A 3T5

An option to purchase up to an additional three (3) units of each of the three (3) items listed above for delivery on or before March 31, 2021, to any of the following locations:

RCMP "J" Division
1445 Regent Street
Fredericton NB E3B 4Z8

RCMP "H" Division
80 Garland Avenue
Dartmouth NS B3B 0J8

RCMP "L" Division
450 University Ave.
Charlottetown PE C1A 7N1

RCMP "B" Division
100 East White Hills Road
St. John's NL A1A 3T5



ANNEX “B” BASIS OF PAYMENT

- Prices are firm, firm Unit Prices are in Canadian Dollars, Firm Unit Prices are Delivery Duty Paid as per Incoterms® 2010 The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.
- Destination and include all delivery, Customs Duties and Excise Tax, if applicable.
- Prices are an all-inclusive cost for the requirement.
- Prices do not include HST, however HST will be added as a separate item, if applicable, on any invoice issued as a result of a Contract.

GOODS (FOR DELIVERY BY MARCH 25, 2020)

Description	Quantity	Unit Price	Extended Price (not including HST or other applicable taxes)
MSA SCBA 4500PSI A-G1FS 4210MA2C2LHR	6	\$ _____	\$ _____
MSA Facepiece G1 4 Pt- Large Size: Large Nosecup: Large Head Harness: 4 Pt Adjustable Neckstrap: Kevlar 400-0062-S	2	\$ _____	\$ _____
MSA Facepiece G1 4 PT – Medium Size: Medium Nosecup: Medium Head Harness: 4 Pt Adjustable Neckstrap: Kevlar 400-060-S	5	\$ _____	\$ _____

OPTIONAL GOODS (The Contracting Authority may exercise the option at any time before March 31, 2021 by sending a written notice to the Contractor.)

Description	Quantity	Unit Price	Extended Price (not including HST or other applicable taxes)
MSA SCBA 4500PSI A-G1FS 4210MA2C2LHR	Up to a maximum of 3	\$ _____	\$ _____
MSA Facepiece G1 4 Pt- Large Size: Large Nosecup: Large Head Harness: 4 Pt Adjustable Neckstrap: Kevlar 400-0062-S	Up to a maximum of 3	\$ _____	\$ _____
MSA Facepiece G1 4 PT – Medium Size: Medium Nosecup: Medium Head Harness: 4 Pt Adjustable Neckstrap: Kevlar 400-060-S	Up to a maximum of 3	\$ _____	\$ _____

Total Evaluated Price (not including HST or other applicable taxes) <i>Total of all extended prices in both tables.</i>	\$ _____
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ANNEX "C" as per PART 5

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

(Corporate Name of Recipient of this Submission)

for: (Name and Number of Bid and Project)

in response to the call or request (hereinafter "call") for bids made by:

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: (Corporate Name of Bidder or Tenderer [hereinafter "Bidder"]) that:

- 1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
(a) has been requested to submit a bid in response to this call for bids;
(b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
(a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
(b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;



-
7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) methods, factors or formulas used to calculate prices;
 - (c) the intention or decision to submit, or not to submit, a bid; or
 - (d) the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph (6)(b) above;

 8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;

 9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)