

Royal Canadian Gendarmerie royale Mounted Police du Canada

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving/Réception des sousmissions **Par la poste ou service de courrier** GRC/RCMP Marie-Eve Brunet Services des acquisitions et des marchés 4225, boul. Dorchester Montréal (Québec) H3Z 1V5 **En personne seulement** GRC/RCMP Att : Marie-Eve Brunet

Services des acquisitions et des marchés 800 Bel-Air Montréal (Québec) H4C 0A2

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:

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT NE COMPORTE AUCUNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet Hydraulic Door Opening System			Date 2021-09-16		
Solicitatio 202201557	n No. – Nº de l'i ′	nvitation			
Client Ref	erence No No	. De Référe	ence du (Clien	t
Solicitatio	n Closes – L'in	vitation pro	end fin		
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On / le :	2021-10-28				
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services Royal Can	n of Goods and adian Mounted F nester W. Westn	Police HQ C	Division	ation	s des biens et
Instruction See herein	ns — Voir aux prés	sentes			
	nquiries to – toute demande Brunet	de renseig	Inements	à	
Telephone 514-939-84	9 No. – No. de té 488 x 3355	éléphone	Facsim 514-283		o. – No. de télécopieu 5
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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Statement of Work Requirement

The requirement is detailed under Article 6.2 of the resulting contract clauses.

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 <u>Recourse</u> <u>Mechanisms</u> 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 <u>Office of the Procurement</u> <u>Ombudsman (OPO)</u>.

https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bidchallenge-and-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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 120 days

2.1.1 SACC Manual Clauses

B1000T (2014-06-24), Condition of Material - Bid

Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the bid solicitation closing date.

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 seven (7) 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 Quebec.

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: <u>corporate_accounting@rcmp-grc.gc.ca</u>



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders submit their bids in separately bound sections as follows:

Section I: Technical Bid - 3 hard copies

Section II: Financial Bid - 1 hard copy, Sealed envelope

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 <u>Policy on Green</u> <u>Procurement</u> (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
- 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

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 "C" for mandatory requirements. Bidders must demonstrate that they meet the technical criteria listed in Annex "C".

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria

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



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 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 <u>Ineligibility and Suspension Policy</u> (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 <u>Forms for the Integrity Regime</u> 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 <u>Employment and Social</u> <u>Development Canada (ESDC) – Labour's</u> 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 Additional Certifications Precedent to Contract Award

5.1.3.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (attached Annex "D") 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

There is no security requirement applicable to the Contract.

6.2 Statement of 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 <u>Standard</u> <u>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.</u>

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

<u>2010A</u> (2020-05-28), 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 December 31, 2021.

6.4.2 Option to Extend the Contract

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

6.4.3 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

• Free on Board (Destination) to Royal Canadian Mounted Police C Division HQ Incoterms 2010 for shipments from a commercial contractor.



6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Marie-Eve Brunet Title: Procurement officer Royal Canadian Mounted Police Direction: Procurement & Contracting Address: 4225 Dorchester West, Westmount/Quebec, H3Z 1V5

Telephone: 514-939-8488 x 3355 Fax: 514-283-6475 Email: marie-eve.brunet@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**

The Technical Authority for the Contract is: to be determined

Name: Title: Organization: Address: Telephone: Email:

The Technical Authority named above 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 Technical Authority; however, the Technical 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

To be determined

6.6 Payment

6.6.1 Basis of Payment – Firm Price

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 \$ _____ (insert the amount at contract award). 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 Terms of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

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:
 - 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 Quebec.

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 supplemental general conditions <u>2010A</u> (2020-05-28), General Conditions Goods (Medium Complexity);



- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment;
- (d) the Contractor's bid dated _____

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 <u>boa.opo@boa-opo.gc.ca</u>, or by web at <u>www.opo-boa.gc.ca</u>.

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 <u>www.opo-boa.gc.ca</u>.

6.12 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance - No Specific Requirements

6.13 SACC Manual Clauses

SACC Manual clause D0018C (2007-11-30), Delivery and Unloading

- 1. Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.
- 2. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.
- 3. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.



ANNEX "A"

STATEMENT OF REQUIREMENT

Hydraulic Door Opening System

1.0 Background

The Royal Canadian Mounted Police C Division ERT has a requirement to acquire a hydraulic door opening system with a minimum spreading/opening force of 68 kN (kilonewtons) and a minimum working pressure of 26,000 IPa (Atmospheric Protection Index). These spreading/opening forces are mandatory in order to ensure members' safety when using the hydraulic system for the following: barricaded doors, flammable laboratory environments, CBRN (Chemical, Biological, Radiological, Nuclear) operations, and clandestine laboratories. As these environments contain hazardous materials, the door will need to open quickly.

2.0 Requirements

The vendor must supply a hydraulic door opening system that meets the following specifications:

Quantity: 1 system

2.1 Must be able to open inward-opening doors. Door materials: metal, wood, and PVC (polyvinyl chloride). Lock types: single and multiple locks;

2.2 Must have a minimum spreading/opening force of 68 kN (kilonewtons) and a minimum operating pressure of 26,000 IPa (Atmospheric Protection Index);

2.3 Must have remote activation with both wired and wireless control options;

2.4 Must use rechargeable batteries;

2.5 Must have at least an IP65 rating (Liquid and Solid Protection Rating) or equivalent;

2.6 Must operate in relative humidity of 40% to 100%;

2.7 Must operate in temperatures between -19 °C and +39 °C.

The vendor must supply the following accessories:

- 2.8 Telescopic rod system for installation on doors;
- 2.9 Extension bracket(s) to support operation on double doors;
- 2.10 Pressure hose of 1.5 meters;
- 2.11 One (1) set of batteries with a charging system.

The vendor must supply a battery charging system with the following:

2.12 A 100 VAC-220 VAC (volts alternating current), 50 Hz-60 Hz (voltage) universal power input with a North American plug;

2.13 Visual indicators of battery charge to signal when charging is in progress and when it is complete;

2.14 The battery charging system must take no longer than three days to fully charge one (1) set of batteries.



3.0 Deliverables

The vendor must supply one hydraulic door opening system, including:

3.1 Basic online training via Microsoft TEAMS for three participants, either in English, in French, or in both languages;

3.2 Technical support by phone or online for one year, either in English, in French, or in both languages; 3.3 English, French or bilingual versions of technical documents will be accepted and must be sent by email to the technical authority designated in section 6.5.2.

4.0 Delivery

C Division Headquarters – Royal Canadian Mounted Police ATTN: ERT S. Arnold 4225 Dorchester Blvd. Westmount QC H3Z 1V5



ANNEX "B"

BASIS OF PAYMENT

A. Firm price is in Canadian dollars.

B. Firm price is FOB Destination RCMP Headquarters Montreal. Customs duties are <u>included</u> in the firm price. Goods and Services Tax & Provincial Sales Tax <u>are not included</u>.

Financial Proposition

For evaluation purposes only:	
Firm Price	
Bidders must offer firm price for all items listed in ANNEX "A".	
Bidder Information:	
1. Business name:	
2. Bidder name (in block letters):	
Bidder Signature	Date

Article	Description	Firm Price
1	For all work described in the Statement of Requirement in ANNEX "A", the Contractor shall be paid a firm price as follows, for work performed under the Contract	\$



ANNEX "C"

MANDATORY TECHNICAL CRITERIA

In their proposal, Bidders must demonstrate that they meet the mandatory criteria below. Failure to meet any of the mandatory criteria will render the bid non-compliant and it will be given no further consideration. Links to websites are not accepted and will be deemed "NOT COMPLIANT".

- Bidders must ensure their bid complies with each mandatory criteria listed in the table below, indicating, by checkmark, whether the product offered "Meets" or "Does not meet" the requirement.
- Bidders should indicate in the Page/Reference column where this requirement is located within the technical data sheet or brochure.

ltem No.	Category	Description	Meets	Does not meet	Page / Reference
1	Performance	The hydraulic door opening system must be able to open inward-opening doors. Door materials: metal, wood, and PVC (polyvinyl chloride). Lock types: single and multiple locks.			
2	Performance	The hydraulic door opening system must have a minimum spreading/opening force of 68 kN (kilonewtons) and a minimum operating pressure of 26,000 IPa (Atmospheric Protection Index).			
3	Performance	The hydraulic door opening system must have remote activation with both wired and wireless control options.			
4	Performance	The hydraulic door opening system must use rechargeable batteries.			
5	Performance	The hydraulic door opening system must have at least an IP65 rating (Liquid and Solid Protection Rating) or equivalent.			
6	Accessory	The hydraulic door opening system must include a telescopic rod system for installation on doors.			
7	Accessory	The hydraulic door opening system must include extension brackets to support operation on double doors.			
8	Accessory	The hydraulic door opening system must include a pressure			



		hose of at least one and a half (1.5) meters for greater distance between the hydraulic unit and the opening tool.		
9	Accessory	The hydraulic door opening system must include one (1) set of batteries with a charging system.		
10	Battery	The battery charging system must include a 100 VAC-220 VAC (volts alternating current), 50 Hz-60 Hz (voltage) universal power input with a North American plug.		
11	Battery	The battery charging system must have visual indicators of battery charge to signal when charging is in progress and when it is complete.		
12	Battery	The battery charging system must take no longer than three days to fully charge one (1) set of batteries.		
13	Climate conditions	The hydraulic door opening system must operate in temperatures between -19 °C and +39 °C.		
14	Climate conditions	The hydraulic door opening system must operate in relative humidity of 40% to 100%.		



ANNEX "D" to 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:		that:
	(Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])	-

- 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; \Box

- 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;

- 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)