



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des
soumissions - TPSGC

11 Laurier St./ 11 rue, Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau, Québec K1A 0S5

Bid Fax: (819) 997-9776

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

Scientific, Medical and Photographic Division / Division de
l'équipement scientifique, des produits photographiques et
pharmaceutiques

L'Esplanade Laurier

140 O'Connor Street,

East Tower, 7th Floor

Ottawa

Ontario

K1A 0S5

Title - Sujet Biosafety Cabinet	
Solicitation No. - N° de l'invitation 39903-210864/B	Date 2022-05-19
Client Reference No. - N° de référence du client 39903-210864	
GETS Reference No. - N° de référence de SEAG PW-\$\$\$PV-954-81214	
File No. - N° de dossier pv954.39903-210864	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2022-06-03 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lepage, Renée	Buyer Id - Id de l'acheteur pv954
Telephone No. - N° de téléphone () - ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein – Voir ci-inclus	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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This bid solicitation cancels and supersedes previous bid solicitation number 39903-210864/A dated 2021-11-19 with a closing of 2021-12-21 at 14h00 EST. A debriefing or feedback session will be provided upon request to bidders who bid on the previous solicitation.

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Requirement

The requirement is detailed under Annex A.

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 Canada Post Corporation's (CPC) Connect service

This bid solicitation allows bidders to use the CPC 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.

1.5 COVID-19 vaccination requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

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.

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 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 90 days

2.1.1 SACC Manual Clauses

SACC Manual clause B1000T (2014-06-26) Condition of Material

2.2 Submission of Bids

Bids must be submitted electronically either through Canada Post Corporation's (CPC) Connect Service or Facsimile to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit, as specified below, by the date, and time indicated on page 1 of the bid solicitation.

PWGSC Bid Receiving Unit

Facsimile number: (819) 997-9776

CPC Connect: tpsgc.pareceptiondessaoumissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to the above email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instructions 2003, or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

No bid shall be sent directly to the PWGSC Contracting Authority.

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) submitted to PWGSC will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 Ontario.

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 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers 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) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

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 CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) will not be accepted.

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

Canada requests that Bidders use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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 is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The technical bid consists of the following:

- (a) **Supporting Technical documentation:** Bidders must include technical brochures or technical data to demonstrate compliance to the requirement as described in Annex A.
- (b) **List of Products:** Bidders must include a complete product list identifying: the product name; the name of manufacturer; the model and part number of each component which make up the system. The bidder is requested to use the form provided in Annex "C".

Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment including Annex "B" – Basis of Payment.

-
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment "1" Electronic Payment Instruments, to identify which ones are accepted.

If Attachment "1" 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 Evaluation Criteria

The mandatory technical evaluation criteria are detailed in Annex "A", Part 2.1.

4.1.2 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Aggregated Bid Price in accordance with the pricing tables provided in Annex "B" – Basis of Payment.

Evaluation of Price - Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP Ottawa, Incoterms® 2010, Canadian customs duties and excise taxes included.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

4.2 Basis of Selection

- 4.2.1** 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 on an aggregate basis 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 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.

5.1.2. COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, _____ (first and last name), as the representative of
_____ (name of business) pursuant to
_____ (insert solicitation number), warrant and certify that all
personnel that _____ (name of business) will provide on the
resulting Contract who access federal government workplaces where they may come into contact with
public servants will be:

(a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
(b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada; until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to

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pv954
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verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____
Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

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 property agreement of 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.

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 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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Product Conformance

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The Bidder certifies that all goods proposed conform, and will continue to conform throughout the period of the contract, to the requirement detailed under Annex A.

Bidder's authorized representative signature

Date

5.2.3.2 OEM Certification

(i) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware or equipment proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware or equipment, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware or equipment it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation at Attachment 1 to Part 5 of the Bid Solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

(ii) If the hardware or equipment proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.

(iii) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware or equipment, as evidenced by the name appearing on the hardware or equipment and on all accompanying documentation.

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](#) (2022-01-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The [2010A](#) (2022-01-28), General Conditions - Goods (Medium Complexity) is appended with Section 33 - Intellectual Property Infringement and Royalties, as follows:

- 1) The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2) If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [Department of Justice Act](#), R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3) The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this

exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

- 4) If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

6.3.2 Additional General Conditions

6.3.2.1 Conduct of the Work

- 1) The Contractor represents and warrants that:
 - a. it is competent to perform the Work;
 - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
- 2) The Contractor must:
 - a. perform the Work diligently and efficiently;
 - b. except for Government Property, supply everything necessary to perform the Work;
 - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - d. select and employ a sufficient number of qualified people;
 - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
 - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

6.3.2.2 Subcontracts

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the

Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.

6.3.2.3 Harassment in the workplace

- 1) The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Policy on Harassment Prevention and Resolution, which is also applicable to the Contractor, is available on the Treasury Board Web site.
- 2) The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

6.3.2.4 Access to information

Records created by the Contractor, and under the control of Canada, are subject to the Access to Information Act. The Contractor acknowledges the responsibilities of Canada under the Access to Information Act and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the Access to Information Act provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act is guilty of an offence and is liable to imprisonment or a fine, or both.

6.3.3 Supplemental General Conditions

<u>4001</u> (2015-04-01)	Hardware Purchase, Lease and Maintenance,
<u>4003</u> (2010-08-16)	Licensed Software,
<u>4004</u> (2013-04-25)	Maintenance and Support Services for Licensed Software,
<u>4013</u> (2021-11-29)	Compliance with on-site measures, standing orders, policies, and rules, and
<u>4014</u> (2021-11-29)	Suspension of the work,

apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

- (a) The period of the Contract is from Contract award to one year after delivery and acceptance inclusive.

6.4.2 Delivery Date

Initial deliverables must be received within 6 weeks after contract award. Installation must start within 3 months of delivery and must be completed within 14 calendar days from the installation start date.

6.4.3 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: Renee Lepage
Title: Supply Specialist

Public Works and Government Services Canada
Commercial Consumer Products Directorate
140 O'Connor Street, 7th floor
East Tower, L'Esplanade Laurier (LEL)
Ottawa, Ontario, K1A 0R5
E-mail address: renee.lepage@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 Technical Authority *(to be filled in only at contract award)*

The Technical Authority for the Contract is: *(to be filled in only at contract award)*

Name:
Title:
Telephone:
E-mail address:

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 Accounts Payable *Contact (to be filled out at contract award)*

Name:
Telephone:
E-mail address:

6.5.4 Contractor's Representative *(to be completed by the bidder)*

The telephone number (with extension if applicable) of the person responsible for:

General enquiries

Name: _____
Tel. No. _____ ext: _____
E-mail address: _____

Delivery Follow-up

Name: _____
Tel. No. _____ ext: _____
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 firm lot prices, as specified in Annex "B" – Pricing Table for a cost of \$ *(to be filled in only 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 Method of Payment

SACC Manual clause [C2000C](#) (2007-11-30) Taxes - Foreign-Based Contractor
SACC Manual clause [H1000C](#) (2008-05-12) Multiple 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);

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 following email address for certification payment : *(to be filled in only at contract award)*
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.

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 Ontario.

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:
 - i. 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;
 - ii. 4003 (2010-08-16) Licensed Software;
 - iii. 4004 (2013-04-25) Maintenance and Support Services for Licensed Software;
 - iv. 4013 (2021-11-29) Compliance with on-site measures, standing orders, policies, and rules; and
 - v. 4014 (2021-11-29) Suspension of the work;
- (c) the general conditions 2010A General Conditions - Goods (Medium Complexity) as amended;
- (d) Annex "A", Requirement;
- (e) Annex "B", Basis of Payments;
- (f) Annex "C", List of Products; and
- (g) the Contractor's bid dated _____ (*insert date of bid*).

6.11 SACC Manual Clauses

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)
SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)
SACC Manual clause A9068C (2010-01-11) Government Site Regulations
SACC Manual clause B1501C (2018-06-21) Electrical Equipment
SACC Manual clause G1005C (2016-01-28) Insurance - No Specific Requirement

6.12 Shipping Instructions

6.12.1 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) Ottawa Incoterms® 2010 for shipments from a commercial contractor.

6.12.1.2 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.

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

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

ANNEX A

Part 1 – REQUIREMENT

Canadian Food Inspection Agency's Animal Health Directorate (AHD) has a requirement for two biosafety cabinets here after referred to as the "Cabinets", including any required supplemental items with delivery and installation. The Cabinets must meet all of the Mandatory Technical Requirements as specified herein. The two separate Cabinets shall be referred to as Cabinet 1 and Cabinet 2.

1.0 Standards

- The Cabinets must meet all applicable standards of the Canadian Standard Association (CSA). The Cabinets must be National Sanitation Foundation listed (NSF) and approved for design, construction and performance. They will be used in support of maintaining a safe and accessible food supply as well as supporting public health. As a result, the cabinets must be Class II, Type A2.

2.0 Mandatory Technical Requirements

The requirement must work and operate at all times in accordance with the following mandatory technical requirements below:

- The Cabinets must be listed on the NSF website of Certified Biosafety Cabinetry (<https://info.nsf.org/Certified/Biosafety/>) and approved as a Class II, Type A2 biological safety cabinet. *Canada can verify compliance by consulting the official list of certified biosafety cabinetry listed on NSF website.*
- The Cabinets must have a standby mode that ensures reduced energy consumption when the window is closed and the Cabinet is non-operational.
- The Cabinets must have a UV light.
- The Cabinets must have a continuous airflow monitoring system that monitors the inflow and downflow velocities of the Cabinet in order to alert the user to a restriction in airflow or compromised safety.
- The Cabinets must have HEPA filters that have a 99.99% collection efficiency using Most Penetrating Particle Size (MPPS).
 - The Cabinets front window must provide at least a 10 inch sash opening.
 - The Cabinets must have all metal plenums.
 - The Cabinets must have an alarm notifying of performance issues including but not limited to:
 - Airflow alarms (i.e. alarm will activate when there is a 20% loss of airflow)
 - Sash height alarm (i.e. alarm will activate when the sash height is higher than the work position)
- The Cabinets must have a stainless-steel interior with removable bottom tray.
- The Cabinets must allow unhindered access to the interior to be able to accomplish thorough decontamination and disinfection of the work area including but not limited to a hinged sash or any other means necessary to allow access to the work area for cleaning.
- The Cabinets front facing side must be angled 10° to help minimize glare on the window to the user and to ensure that the user's posture is comfortable while working.
- The Cabinets must be designed to provide the user with a comfortable area to rest arms. This may include but is not limited to the provision of stainless steel arm rests or a curved inlet grille design in order for the user to work ergonomically.
- The Cabinets must include the following features and visual indicators on the front panel:
 - Filter life meter
 - Hours of operation
 - Downflow and Inflow velocity display (feet/minute)

- Set-back mode (i.e reduced blower speed)
 - UV status
 - Outlet status indicator
- The Cabinets must have the following electrical components
 - Energy consumption under normal operating conditions: ≤ 400 W
 - Voltage: 115-120 V
 - Frequency: 60 Hz
 - Circuit breaker: rated at 15 amps or to a maximum of 16 amps to accommodate existing electrical requirements

Exterior Dimensions of Cabinet 1

Cabinet 1 must not exceed the following exterior dimensions for a 6 foot biosafety cabinet: 1568 mm height x 1900 mm width x 800mm depth

Exterior Dimensions of Cabinet 2

Cabinet 2 must not exceed the following exterior dimensions for a 5 foot biosafety cabinet: 1568 mm height x 1600 mm width x 800mm depth

3.0 Manuals

The Contractor must deliver a complete set of Documentation, in English and French (if available) with each deliverable.

This documentation must include all publications pertaining to technical specifications, installation requirements and operating instructions.

The Contractor must provide Factory Test Reports for each cabinet with the following to validate proper performance after contract award:

- A cabinet integrity test with pressure decay or soap bubble leak
- HEPA filter leak test of downflow and exhaust filters
- Downflow air velocity and uniformity
- Inflow air velocity
- Airflow smoke patterns
-

4.0 Delivery Address

Canadian Food Inspection Agency
960 Carling Avenue, Ottawa, ON K1Y 4X2
ATTN: TO BE FILLED OUT AT CONTRACT AWARD

5.0 Service

The Contractor must provide technical support of the system in accordance with supplemental general conditions 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance; on-site maintenance.

Response for service must be within 24 hours or less.

Technical Support

The Contractor's Help Desk must respond on business days from 8:00am to 5:00pm to notifications.

The Contractor's response to the Technical Authority must include steps to understand the nature of the problem.

The Contractor must offer suggestions that could restore the Instrument or safe ways to rectify or correct the trouble reported.

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.

Installation

On-site installation must be provided and must be carried out by a qualified service technician. All deliverables must be delivered, installed, integrated, and configured by the Contractor at the location specified in the Contract.

The Contractor must unpack, assemble, and install the deliverables at the site. If applicable, this must include but not be limited to the provision of required moving and installation resources, including but not limited to packing material, vehicles, cranes, personnel, and floor protection panels.

The Contractor must supply all associated materials required to effect complete installation, integration and configuration of the deliverables at the site. This must include but not be limited to all the required power connectors, cables, vent line to fume hood, and any ancillary items required to install, integrate and configure the deliverables.

The contractor must complete the Initial set-up, configure and calibrate the unit.

The Cabinets must be independently tested and certified to NSF/ANSI 49. A certificate must be provided at time of installation.

Upon successful completion of the installation, integration and configuration of the deliverables, the Contractor must provide the Technical Authority with written notification that the deliverables are ready for testing.

The Contractor must maintain all work areas at the installation site(s) in a clean and tidy condition on completion of each day's work and on completion of acceptance, including the removal and disposal of all related packing material.

Installation must start within 3 months of delivery and must be completed within 14 calendar days from the installation start date.

Installation Locations

Feed Bioanalysis and Microscopy Section
Room A-24 (Cabinet 1 - 6 foot BSC)

Research and Development Section
Room A-14 (Cabinet 2 - 5 foot BSC)

Part 2.1 - MANDATORY TECHNICAL EVALUATION CRITERIA

The following requirements are the mandatory technical evaluation criteria which will be evaluated during the Bid Evaluation. In addition the Contractor will be required to meet all of the mandatory technical requirements for the duration of the Contract

Bidders are requested to cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

ITEM	CRITERIA	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID.
1. CABINET 1 REQUIREMENTS		
1.1	Cabinet 1 must be an NSF listed and approved Class II, Type A2 biological safety cabinet. Canada can verify compliance by consulting the official list of certified biosafety cabinetry listed on NSF website.	
1.2	Cabinet 1 must have a standby mode that ensures reduced energy consumption when the window is closed and the cabinet is nonoperational.	
1.3	Cabinet 1 must have a UV light.	
1.4	Cabinet 1 must have a continuous airflow monitoring system that monitors the inflow and downflow velocities of the Cabinet in order to alert the user to a restriction in airflow or compromised safety.	
1.5	Cabinet 1 must have HEPA filters that have a 99.99% collection efficiency using Most Penetrating Particle Size (MPPS).	
1.6	Cabinet 1 front window must provide at least a 10 inch sash opening.	
1.7	Cabinet 1 must have all metal plenums.	
1.8	Cabinet 1 must have an alarm notifying of performance issues including but not limited to: <ul style="list-style-type: none"> ○ Airflow alarms (i.e. alarm will activate when there is a 20% loss of airflow) ○ Sash height alarm (i.e. alarm will activate when the sash height is higher than the work position) 	
1.9	Cabinet 1 must have a stainless-steel interior with removable bottom tray.	
1.10	Cabinet 1 must allow unhindered access to the interior to be able to accomplish thorough decontamination and disinfection of the work area including but not limited to a hinged sash or any other means necessary to allow access to the work area for cleaning.	

1.11	Cabinet 1 front facing side must be angled 10° to help minimize glare on the window to the user and to ensure that the user's posture is comfortable while working.	
1.12	Cabinet 1 must be designed to provide the user with a comfortable area to rest arms. This may include but is not limited to the provision of stainless steel arm rests or a curved inlet grille design in order for the user to work ergonomically.	
1.13	Cabinet 1 must include the following features and visual indicators on the front panel: <ul style="list-style-type: none"> ○ Filter life meter ○ Hours of operation ○ Downflow and Inflow velocity display (feet/minute) ○ Set-back mode (i.e reduced blower speed) ○ UV status ○ Outlet status indicator 	
1.14	Cabinet 1 must have the following electrical components <ul style="list-style-type: none"> ○ Energy consumption under normal operating conditions: ≤ 400 W ○ Voltage: 115-120 V ○ Frequency: 60 Hz ○ Circuit breaker: rated at 15 amps or to a maximum of 16 amps to accommodate existing electrical requirements 	
1.15	Cabinet 1 must not exceed the following exterior dimensions for a 6 foot biosafety cabinet: 1568 mm height x 1900 mm width x 800mm depth	
2.0 CABINET 2 REQUIREMENTS		
2.1	Cabinet 2 must be an NSF listed and approved Class II, Type A2 biological safety cabinet. Canada can verify compliance by consulting the official list of certified biosafety cabinetry listed on NSF website.	
2.2	Cabinet 2 must have a standby mode that ensures reduced energy consumption when the window is closed and the cabinet is nonoperational.	
2.3	Cabinet 2 must have a UV light.	
2.4	Cabinet 2 must have a continuous airflow monitoring system that monitors the inflow and downflow velocities of the Cabinet in order to alert the user to a restriction in airflow or compromised safety.	
2.5	Cabinet 2 must have HEPA filters that have a 99.99% collection efficiency using Most Penetrating Particle Size (MPPS).	

2.6	Cabinet 2 front window must provide at least a 10 inch sash opening.	
2.7	Cabinet 2 must have all metal plenums.	
2.8	Cabinet 2 must have an alarm notifying of performance issues including but not limited to: <ul style="list-style-type: none"> ○ Airflow alarms (i.e. alarm will activate when there is 	
2.9	Cabinet 2 must have a stainless-steel interior with removable bottom tray.	
2.10	Cabinet 2 must allow unhindered access to the interior to be able to accomplish thorough decontamination and disinfection of the work area including but not limited to a hinged sash or any other means necessary	
2.11	Cabinet 2 front facing side must be angled 10° to help minimize glare on the window to the user and to ensure that the user's posture is comfortable while working.	
2.12	Cabinet 2 must be designed to provide the user with a comfortable area to rest arms. This may include but is not limited to the provision of stainless steel arm rests or a curved inlet grille design in order for the	
2.13	○ Cabinet 2 must include the following features and visual indicators on the front panel:	
2.14	Cabinet 2 must have the following electrical components <ul style="list-style-type: none"> ○ Energy consumption under normal operating conditions: ≤ 400 W 	
2.15	Cabinet 2 must not exceed the following exterior dimensions for a 5 foot biosafety cabinet: 1568 mm height x 1600 mm width x 800mm depth	

ANNEX B

BASIS OF PAYMENT

The Bidder must provide all of the pricing requested in the following Table in accordance with **Article 6.6.1 - Basis of Payment.**

Table 1:

Item	Description	Number of Units	Unit of Issue	Firm Lot Price	Extended Price (Number of Units X Firm Lot Price)
1	Cabinet 1, including any supplemental items required as described in Annex A	1	Each	\$	\$
2	Cabinet 2, including any supplemental items required, as described in Annex A	1	Each	\$	\$
	Total Aggregated Bid Price - Sum of Extended Price for Items 1 &2 (Please identify currency)				

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ANNEX “C”

LIST OF PRODUCTS

Product Name	Model/Part Number	Name of Manufacture

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ANNEX "D"

COMPLETE LIST OF DIRECTORS

(As per Standard Instructions, Clauses and Conditions Part 2)

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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ATTACHMENT “1” to PART 3 OF THE BID SOLICITATION

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);

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ATTACHMENT “1” to PART 5 OF THE BID SOLICITATION

OEM Certification

OEM Certification Form	
This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.	
Name of OEM	_____
Signature of authorized signatory of OEM	_____
Print Name of authorized signatory of OEM	_____
Print Title of authorized signatory of OEM	_____
Address for authorized signatory of OEM	_____
Telephone no. for authorized signatory of OEM	_____
Fax no. for authorized signatory of OEM	_____
Date signed	_____
Solicitation Number	_____
Name of Bidder	_____