



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

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Ryan Greig  E-mail - Courriel : Ryan.Greig@justice.gc.ca
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<b>Date of Solicitation – Date de la demande</b>  Friday, December 22, 2023
<b>Address inquiries to – Adresser toute demande de renseignement à :</b>  Ryan Greig  E-mail - Courriel : Ryan.Greig@justice.gc.ca
<b>Destination</b>  See Annex B Voir Annexe B

**STANDARD REQUEST FOR BID**  
**INVITATION À SOUMISSIONNER - STANDARD**

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and the prices set out in the bid.

This bid solicitation is issued in accordance with the conditions of the Supply Arrangement E60PQ-120001/H

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Cette demande de soumissions est émise conformément aux conditions de l'arrangement en matière d'approvisionnement E60PQ-120001/H.

<b>Solicitation No. - N° de la demande</b>  1000032912	<b>Amendment No. - N° de modification</b>
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<b>Solicitation closes – La demande prend fin :</b>  at – à 2:00 PM – 14h00  on – Thursday, January 11, 2024  See Section 2.3 Voir Section 2.3	<b>File No. - N° de dossier</b>
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**Instructions:**

**Municipal taxes are not applicable.**

Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadian funds including Canadian customs duties, excise taxes, must be FOB, including all delivery charges to destination(s) as indicated. The amount for Applicable Taxes is to be shown as a separate item.

**Instructions:**

**Les taxes municipales ne s'appliquent pas.**

Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être FAB, y compris tous frais de livraison à la (aux) destination(s) indiqué(s). Le montant des taxes applicables doit apparaître séparément.

<b>Supplier Name and Address – Nom et adresse du fournisseur</b>   Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur
<b>Name and title of person authorized to sign on behalf of supplier (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)</b>   Signature : _____ Date : _____



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## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

There is no security associated with this requirement.

Contractor may be escorted; possession of a security clearance not required.

### 1.2 Requirement

This solicitation is issued pursuant to the Supplier's Furniture for Office Seating Supply Arrangement (SA) that forms part of the series of SAs issued by PWGSC with the number E60PQ-120001/PQ. The terms and conditions in the Supplier's SA apply to and form part of this solicitation. Bidders who submit a bid agree to be bound by those terms and conditions as well as the terms and conditions in this solicitation.

The requirement is detailed under Annex A of the resulting contract clauses.

### 1.3 General or Procurement Strategy for Indigenous Business (PSIB)

This requirement is a:

General Stream Procurement

The requirement is subject to all applicable trade agreements as identified in the Notice of Proposed Procurement (NPP).

PSIB Stream Procurement

This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Aboriginal business requirements of the Set-aside Program for Indigenous Business, refer to [Annex 9.4](#) of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

### 1.4 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.



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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2023-06-08) 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: 120 days

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 (RFSA), 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.

### 2.2 Submission of Bids

Bids must be submitted only by e-mail to the Contracting Authority, Ryan Greig (Ryan.Greig@justice.gc.ca), by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile and by mail to the Department of Justice Canada will not be accepted.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) 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**

Bids must be submitted only by e-mail to the Contracting Authority, Ryan Greig (Ryan.Greig@justice.gc.ca), by the date, time and place indicated on page 1 of the bid solicitation.

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

- Section I: Financial Bid
- Section II: Certifications and Additional Information

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

The bid's sections must be attached to the bid submission e-mail(s) in \*.pdf format, be readable by Canada and these e-mail attachments should be clearly named to identify the section they pertain to.

The Department of Justice Canada e-mail system has a limit of 25 MB per single message.

If the Bidder must send multiple e-mails in order to not exceed the single e-mail message size restriction, each e-mail message should have a subject indicating the bid is comprised of multiple e-mail messages (for example, "bid part 1 of 3", "bid part 2 of 3", etc.).

If one or more of the section attachments must be subdivided in order to not exceed the single e-mail message size restriction, each attachment subdivision should be clearly named (for example, "Section I, Financial Bid, part 1 of 2.pdf", "Section I, Financial Bid, part 2 of 2.pdf")

#### **Section I: Financial Bid**

Bidders must submit their Financial Bid in accordance with the Basis of Payment.

##### **3.1.1 Exchange Rate Fluctuation**

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

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

#### **Section II: Certifications and Additional Information**

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 Financial Evaluation**

*SACC Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### **4.2 Basis of Selection**

*SACC Manual* clause [A0069T](#) (2007-05-25) Basis of Selection

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.



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## **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 - Additional Information**

Integrity checks were performed on each Supplier at time of issuance of their respective Supply Arrangement (SA). By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions listed above.

#### **5.1.2 Product Conformance**

By submitting a bid, 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 and to the Specifications of the series of SAs issued by PWGSC with the number E60PQ-120001/PQ.

#### **5.1.3 Continuance of Certifications**

The Bidder certifies that by submitting a bid in response to this solicitation, the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, continues to comply with all of the certifications submitted with its arrangement to become qualified as part of the series of SAs issued by PWGSC with the number E60PQ-120001/PQ.

### **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 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.





## 5.2.2 Additional Certifications Precedent to Contract Award

### 5.2.2.1 Price Certification

This certification applies to Competitive and Non-Competitive Requirements when the Total Evaluated Bid Price is \$50,000.00 or more and the bid is the only responsive bid.

a. Price Certification – Canadian-based Suppliers (other than Agency and Resale Outlets)

The Bidder certifies that the price proposed

- i. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- ii. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity, and
- iii. does not include any provision for discounts to selling agents.

b. Price Certification – Canadian Agency and Resale Outlets

The Bidder certifies that the price proposed

- i. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both; and does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity.



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## 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.

Contractor may be escorted; possession of security clearance not required.

Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

### 6.2 Requirement

6.2.1 The Contractor must provide office seating in accordance with the Requirement at Annex A.

This contract is issued against the Supplier's Furniture for Office Seating Supply Arrangement (SA) that forms part of the series of SAs issued by PWGSC with the number E60PQ-120001/PQ. The terms and conditions in the Supplier's SA apply to and form part of this contract.

6.2.2 This requirement is a :

General Stream

PSIB Stream

### 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](#) (2022-12-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Section 09 - Warranty, is amended as follows:

At Sub-section 1.

Deleted: "The warranty period will be 12 months."

Inserted: "The warranty period will be 10 years with the exception of user adjustable components, which will have a warranty of 5 years."

At Sub-section 2.

Deleted: In its entirety

Inserted: as follows:

2. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be



responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs."  
All other provisions of the warranty section remain in effect.

#### Section 16 - Interest on Overdue Accounts

This provision will not apply to payments made by credit card at point of sale. This provision does not apply to Suppliers whose SAs do not include the provision for payment by credit card.

Section 32 entitled Anti-forced labour requirements is added to general conditions 2010A:

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the *Customs Tariff – Schedule* (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the *Customs Tariff – Schedule* as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
  - a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US *Trade Facilitation and Trade Enforcement Act* (TFTEA) of 2015; or
  - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the *Criminal Code* or the *Immigration and Refugee Protection Act*:
  - Criminal Code*
    - i. section 279.01 (Trafficking in persons);
    - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
    - iii. subsection 279.02(1) (Material benefit - trafficking);
    - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
    - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
    - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or
  - Immigration and Refugee Protection Act*
    - vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
  - i. in the case of a conviction, whether the court acted within its jurisdiction;



- ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
  - iii. whether the court's decision was obtained by fraud; or
  - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to the completion and acceptance of the Work.

### **6.4.2 Delivery Date**

All the deliverables must be received as indicated at Annex B.

Standard Lead time is between 6-10 weeks for furniture delivery and installation.

### **6.4.3 Shipping Instructions**

If delivery is required: Goods must be delivered DDP (Destination as specified in contract) Incoterms® rules, Applicable Taxes extra.

In addition to the above, the Contractor is to unload and move the goods to the delivery location(s) specified in the contract.

### **6.4.4 Delivery and Installation Points Location(s)**

Delivery and Installation of the requirement will be made at the point(s) specified at Annex B of the Contract.

The Project Authority (PA) will provide the Supplier the authority to proceed prior to the finalized delivery and installation date taking into consideration the delivery and installation time provided by the Supplier. Canada will not be responsible if the Supplier chooses to proceed without the PA authorization.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Ryan Greig  
Title: A / Sr. Contracting Officer  
Department of Justice Canada  
Telephone: 416 997 3148  
E-mail address: Ryan.Greig@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform



work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 6.5.2 Project Authority

The Project Authority for the Contract is: *(to be completed at contract award)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ \_

E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract including the provision to approve the authority to proceed for delivery and installation 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.

In addition, the PA is also responsible for ensuring that the Supplier's employees and subcontractors requiring access to the site adhere to the allocated time for the Supplier to access the site to deliver and install the furniture in accordance with the master schedule held by the General Contractor (a representative of Canada or a service provider(s) under contract with the Government of Canada).

### 6.5.3 Contractor's Representative

The Contractors Representative for the Contract is: *(to be completed at contract award)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_ \_

E-mail address: \_\_\_\_\_

## 6.6 Payment

### 6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a *firm price* as specified in Annex B – Basis of Payment, 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 [H1000C \(2008-05-12\)](#) 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.

### 6.6.3 SACC Manual Clauses

SACC Manual clause C0100C (2010-01-11) Discretionary Audit - Commercial Goods and/or Services

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

### 6.6.4 Payment by Direct Deposit

Payments by direct deposit will be subject to section 15, *Payment Period* and section 16, *Interest on Overdue Accounts*, set out in 2010A (2022-12-01), General Conditions - Goods (Medium Complexity).

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the *Direct Deposit Enrolment Form* (separate forms are available for Canadian and United States vendors). The form can be obtained from the Department of Justice Canada internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their *Direct Deposit Enrolment Form* is up to date. Should the Contractor's information within the *Direct Deposit Enrolment Form* not be accurate or up to date, the provisions identified herein under section 15, *Payment Period* and section 16, *Interest on Overdue Accounts*, set out in 2010A (2022-12-01), General Conditions - Goods (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

### 6.7 Invoicing Instructions

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.

Invoices must be distributed as follows:

- a) The original must be forwarded to the following address for certification and payment : *(to be completed at contract award)*

### 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.

## 6.8.2 SACC Manual Clauses

SACC *Manual* clause A3000C (2022-05-12) Indigenous Business Certification

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Indigenous Business" detailed in [Annex 9.4](#) of the *Supply Manual*.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to 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 [\[to be completed at contract award\]](#).

## 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 of the SA E60PQ-120001;
- (b) the Articles of this Agreement;
- (c) the general conditions 2010A (2022-12-01) – General Conditions: Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "* as clarified on \_\_\_\_\_ *" or "* as amended on \_\_\_\_\_ *" and insert date(s) of clarification(s) or amendment(s)*).

## 6.11 Access to Facilities and Equipment

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.



## 6.12 Canada's Facilities to Accommodate the Delivery

The Supplier's employees and subcontractors requiring access to the site must adhere to the health and safety plans established for the site, in addition to any laws in effect in the jurisdiction where the work is being performed.

During the period of the contract, a representative of Canada or a service provider(s) under contract with the Government of Canada may request the list of employees and subcontractors requiring access to the site to perform the work and their security statuses. Information must be provided in the timeframe prescribed in order to ensure that the supply, delivery and installation of the furniture aligns with the master schedule

## 6.13 Standard finishes

The Identified User (IU) will consult the Supplier's Website identified in Part 6A of the SA to view the available finishes.

Within ten business days of the contract award, the Project Authority will provide the Contractor with a written notice of Canada's finish choices for each of the product(s) in Annex A.

The Contractor will deliver the products corresponding to Canada's choice of specific finishes(s). No additional charge will be applied to Canada.

## 6.14 SACC Manual Clauses

*SACC Manual* clause [B7500C](#) (2006-06-16), Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

*SACC Manual* clause [A9068C](#) (2010-01-11), Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

*SACC Manual* clause [B6802C](#) (2007-11-30), Government Property

Government Property must be used only for the purpose of performing the Contract.

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

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.





**ANNEX A- REQUIREMENT**

**Table A1: Rotary Chair**

- National Capital Region
- Ontario Regional Office
- Atlantic Regional Office
- British Columbia Regional Office
- Quebec Regional Office
- Prairie Regional Office

	<b>CHAIR TYPE:</b>	<b>Quantity Required:</b>  <b>266</b>
	<input checked="" type="checkbox"/> ROTARY CHAIR <input type="checkbox"/> ROTARY STOOL	

Criteria	Requirement Choices	Annex A reference:
<i>Environmental</i>	<i>All products meet a minimum of ANSI/BIFMA e3 minimum Level® 2 All plastic components are recyclable at the end of their life</i>	1.2.8
<i>Weight Capacity</i>	<input checked="" type="checkbox"/> Standard (up to 275 lbs) <input type="checkbox"/> Large-occupant (275+ lbs up to 400 lbs)	1.5.7
<i>Usage</i>	<input checked="" type="checkbox"/> Single shift <input type="checkbox"/> 24/7 (3 continuous working shifts, 7 days a week)	1.5.2 1.7.1.3
<b>A</b> <i>Headrest</i>	<input type="checkbox"/> No preference <input checked="" type="checkbox"/> Yes (adjustable) <input type="checkbox"/> No	2.1.13
<b>B</b> <i>Backrest Height</i>	<input checked="" type="checkbox"/> Standard <input type="checkbox"/> High <input type="checkbox"/> No preference	2.1.7
<b>C</b> <i>Lumbar Support</i>	<input type="checkbox"/> Fixed position preference <input checked="" type="checkbox"/> Adjustable (by user) <input type="checkbox"/> Self-Adjusting mechanism <input type="checkbox"/> No	2.1.6
<b>D</b> <i>Armrests</i>	<input checked="" type="checkbox"/> Adjustable <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Height Adjustment</li> <li><input checked="" type="checkbox"/> Lateral Adjustment</li> <li><input checked="" type="checkbox"/> Fully Articulating</li> </ul>	<i>Armrest Style:</i> <input type="checkbox"/> Fixed Armrest Caps <input checked="" type="checkbox"/> Horizontally Swivelling Adjustable Armrest Caps <input type="checkbox"/> Cantilever
	<input checked="" type="checkbox"/> T-arm →	
<b>E</b> <i>Seat Depth</i>	<input checked="" type="checkbox"/> Adjustable	2.1.2
	<input type="checkbox"/> Fixed position <input type="checkbox"/> Shallow <input type="checkbox"/> Medium <input type="checkbox"/> Deep	
<b>F</b> <i>Seat Width</i>	<i>Seat width is based on weight capacity chosen above</i>	2.1.3 2.2.2
<b>G</b> <i>Seat Height</i>	<i>Rotary Chair</i> <input checked="" type="checkbox"/> Adjustable – standard range <input type="checkbox"/> Adjustable - low range	2.1.4
<b>H</b> <i>Tilt Mechanism</i>	<i>Rotary Chair</i> <input checked="" type="checkbox"/> Multifunction <input type="checkbox"/> Synchro Tilt <input type="checkbox"/> Unison Tilt <input type="checkbox"/> Weight Sensitive <input type="checkbox"/> No preference	1.5.11 2.1.8
<b>I</b> <i>Seat Angle and Backrest-to-seat Angle</i>	Adjustable and lockable	2.1.5 2.1.9



<b>J</b>	<i>Casters</i>	<i>for use on:</i> <input checked="" type="checkbox"/> carpet <input type="checkbox"/> hard surfaces		2.1.11
<i>Finishes</i>	Backrest:	<input type="checkbox"/> Upholstery <input type="checkbox"/> Non-upholstery ( <i>ie. flexible plastic</i> ) <input checked="" type="checkbox"/> Mesh Material	2.1.15	
	Seat:	<input checked="" type="checkbox"/> Upholstery <input type="checkbox"/> Non-upholstery ( <i>ie. flexible plastic</i> ) <input type="checkbox"/> Mesh Material		
	Base Frame:	<input type="checkbox"/> Metal <input checked="" type="checkbox"/> Plastic		
<i>Labelling and Instructions</i>	<i>All chairs must be provided with labelling and instructions</i>			1.3.2



## ANNEX B – BASIS OF PAYMENT

### 1. Procurement Strategy

- Subcategory Procurement
- All-inclusive Procurement

### 2. Product and Pricing

**INSTRUCTIONS TO BIDDERS:** Bidders are to complete Sections B of the tables identified by the IU in this article as well as Tables 5 and 6.

**Bidders must provide a complete product offering for each Subcategory or All-inclusive Procurement.**

In a resulting contract, the term “Bid” means the Supplier’s commitment, the term “Bidder” means “Contractor”.

**BIDDER TO COMPLETE SECTION B – SUPPLIER’S BID IN ITS ENTIRETY.**

### ALL-INCLUSIVE PROCUREMENT

**Table 1: Summary of Chairs for All-inclusive procurement**

Section A - IU REQUIREMENT			Section B – SUPPLIER’S BID		
Item #	Title	Qty	Supplier Part Number	Firm Unit Price \$	Extended Total [Qty x Price] \$
1	Rotary Chair Ontario Regional Office	60		\$	\$
2	Rotary Chair National Capital Region	50		\$	\$
3	Rotary Chair Atlantic Regional Office	12		\$	\$
4	Rotary Chair British Columbia Regional Office	49		\$	\$
5	Rotary Chair Quebec Regional Office	45		\$	\$
6	Rotary Chair Prairie Regional Office (Winnipeg)	10		\$	\$
7	Rotary Chair Prairie Regional Office (Saskatoon)	10		\$	\$
8	Rotary Chair Prairie Regional Office (Calgary)	10		\$	\$
9	Rotary Chair Prairie Regional Office (Edmonton)	20		\$	\$
Product Sub-total:		266	Product Sub-total:		\$



**Table 2 – Delivery**

(Standard Lead time is between 6-10 weeks for furniture delivery and installation)

Section A - IU REQUIREMENT				Section B – SUPPLIER’S BID	
Product Item # from Table 1	Location	Desired Date** (YYYY-MM-DD)	Desired Time: Normal Business Hours Or Outside Normal Business Hours *	Supplier will supply and deliver as per below**	Firm Lot Price \$
1	Ontario Regional Office 120 Adelaide St. W. Suite 400 Toronto, Ontario M5H 1T1	2024-03-31	Normal Business Hours	_____ : weeks <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
2	National Capital Region 275 Sparks St. Ottawa, Ontario K1A 0H8	2024-03-31	Normal Business Hours	_____ : weeks <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
3	Atlantic Regional Office 5251 Duke Street Duke Tower Halifax, Nova Scotia B3J 1P3	2024-03-31	Normal Business Hours	_____ : weeks <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
4	British Columbia Regional Office 40 Howe Street Robson Court Vancouver, British Columbia V6Z 2L2	2024-03-31	Normal Business Hours	_____ : weeks <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
5	Quebec Regional Office 200 boul. René-Lévesque Ouest Complexe Guy-Favreau - Tour Est Montreal, Quebec H2Z 1X4	2024-03-31	Normal Business Hours	_____ : weeks <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
6	Prairie Regional Office (Winnipeg) 6th Floor, 400 St. Mary Avenue, Winnipeg, Manitoba R3C 4K5	2024-03-31	Normal Business Hours	_____ : weeks <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
7	Prairie Regional Office (Saskatoon) Saskatoon Square, 22nd Street East, Saskatoon, Saskatchewan S7K 5T6	2024-03-31	Normal Business Hours	_____ : weeks <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
8	Prairie Regional Office (Calgary) Barklay Centre, 606 4th Street SW, Calgary, Alberta T2P 1T1	2024-03-31	Normal Business Hours	_____ : weeks <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
9	Prairie Regional Office (Edmonton) 10423 101st Street NW EPCOR Tower Edmonton, Alberta T5J 1K1	2024-03-31	Normal Business Hours	_____ : weeks <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
*Normal Business Hours 8:00 – 17:00, as per SA, Annex A, article 5				Delivery Total:	\$
**The Project Authority (PA) will provide the supplier the authority to proceed prior to the finalized delivery date taking into consideration the delivery time provided by the supplier. Canada will not be responsible if the supplier chooses to proceed without the PA authorization.					



**Table 3 – Installation**

(Standard Lead time is between 6-10 weeks for furniture delivery and installation)

Section A - IU REQUIREMENT				Section B – SUPPLIER'S BID	
Product Item # from Table 1	Location	Desired Date** (YYYY-MM-DD)	Desired Time: Normal Business Hours Or Outside Normal Business Hours *	Supplier will install as per below**	Firm Lot Price \$
1	Ontario Regional Office 120 Adelaide St. W. Suite 400 Toronto, Ontario M5H 1T1	2024-03-31	Normal Business Hours	_____ : weeks from date of supply and delivery <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
2	National Capital Region 275 Sparks St. Ottawa, Ontario K1A 0H8	2024-03-31	Normal Business Hours	_____ : weeks from date of supply and delivery <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
3	Atlantic Regional Office 5251 Duke Street Duke Tower Halifax, Nova Scotia B3J 1P3	2024-03-31	Normal Business Hours	_____ : weeks from date of supply and delivery <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
4	British Columbia Regional Office 40 Howe Street Robson Court Vancouver, British Columbia V6Z 2L2	2024-03-31	Normal Business Hours	_____ : weeks from date of supply and delivery <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
5	Québec Regional Office 200 boul. René-Lévesque Ouest Complexe Guy-Favreau - Tour Est Montréal, Québec H2Z 1X4	2024-03-31	Normal Business Hours	_____ : weeks from date of supply and delivery <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
6	Prairie Regional Office (Winnipeg) 6th Floor, 400 St. Mary Avenue, Winnipeg, Manitoba R3C 4K5	2024-03-31	Normal Business Hours	_____ : weeks <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
7	Prairie Regional Office (Saskatoon) Saskatoon Square, 22nd Street East, Saskatoon, Saskatchewan S7K 5T6	2024-03-31	Normal Business Hours	_____ : weeks <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
8	Prairie Regional Office (Calgary) Barklay Centre, 606 4th Street SW, Calgary, Alberta T2P 1T1	2024-03-31	Normal Business Hours	_____ : weeks <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
9	Prairie Regional Office (Edmonton) 10423 101st Street NW EPCOR Tower Edmonton, Alberta T5J 1K1	2024-03-31	Normal Business Hours	_____ : weeks <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
*Normal Business Hours 8:00 – 17:00, as per SA, Annex A, article 5 **The Project Authority (PA) will provide the supplier the authority to proceed prior to the finalized installation date taking into consideration the installation time provided by the supplier. Canada will not be responsible if the supplier chooses to proceed without the PA authorization.				Installation Total:	\$



**Table 4 – Standard Finishes and Canada’s Facilities to Accommodate the Delivery and Certifications**

<b>1.</b>	<b>Standard Finishes</b>	
1.1	<p>IU is to consult the Supplier’s Website identified in Part 6A of the SA to view the available finishes.</p> <p>Within ten business days of the contract award, the Project Authority will provide the Contractor with a written notice of Canada’s finish choices for each of the product(s) in Annex A.</p> <p>The Contractor will deliver the products corresponding to Canada’s choice of specific finishes(s). No additional charge will be applied to Canada.</p>	
<b>2.</b>	<b>Canada’s Facilities to Accommodate the Delivery</b>	
	<p><i>The Supplier’s employees and subcontractors requiring access to the site must adhere to the health and safety plans established for the site, in addition to any laws in effect in the jurisdiction where the work is being performed.</i></p> <p><i>During the period of the contract, a representative of Canada or a service provider(s) under contract with the Government of Canada may request the list of employees and subcontractors requiring access to the site to perform the work and their security statuses. Information must be provided in the timeframe prescribed in order to ensure that the supply, delivery and installation of the furniture aligns with the master schedule.</i></p>	
2.1	<b>Loading Dock/Location – Ontario Regional Office</b>	
A	Location	To be completed at contract award
B	Dock	
C	Lift	
D	Door	
E	Freight Elevator	
F	Other	
2.2	<b>Loading Dock/Location – National Capital Region</b>	
A	Location	To be completed at contract award
B	Dock	
C	Lift	
D	Door	
E	Freight Elevator	
F	Other	
2.3	<b>Loading Dock/Location – Atlantic Regional Office</b>	
A	Location	To be completed at contract award
B	Dock	
C	Lift	
D	Door	
E	Freight Elevator	
F	Other	
2.4	<b>Loading Dock/Location – British Columbia Regional Office</b>	
A	Location	To be completed at contract award
B	Dock	
C	Lift	
D	Door	
E	Freight Elevator	
F	Other	
2.5	<b>Loading Dock/Location – Quebec Regional Office</b>	
A	Location	To be completed at contract award
B	Dock	
C	Lift	
D	Door	



E	Freight Elevator	
F	Other	

<b>2.6 Loading Dock/Location – Prairie Regional Office (Winnipeg)</b>		
A	Location	To be completed at contract award
B	Dock	
C	Lift	
D	Door	
E	Freight Elevator	
F	Other	
<b>2.7 Loading Dock/Location – Prairie Regional Office (Saskatoon)</b>		
A	Location	To be completed at contract award
B	Dock	
C	Lift	
D	Door	
E	Freight Elevator	
F	Other	
<b>2.8 Loading Dock/Location – Prairie Regional Office (Calgary)</b>		
A	Location	To be completed at contract award
B	Dock	
C	Lift	
D	Door	
E	Freight Elevator	
F	Other	
<b>2.9 Loading Dock/Location – Prairie Regional Office (Edmonton)</b>		
A	Location	To be completed at contract award
B	Dock	
C	Lift	
D	Door	
E	Freight Elevator	
F	Other	
<b>3. Continuance of Certifications</b>		
	The Bidder certifies that by submitting a bid in response to the RFB, the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, continues to comply with all of the following certifications listed in Parts 6A and 6B of the Bidder's SA for Work Spaces. Canada may request copies of environmental certification(s) prior to contract award within a time period specified by the Identified User.	
3.1	Integrity Provisions	
3.2	Federal Contractor's Program for Employment Equity	
3.4	Product Conformance	
3.5	Price Certification (In accordance with the SA, Part 6B)	



**Table 5 - Bid Evaluation and Contract Total**  
(Canada may complete if not completed by the Bidder)

1	<b>Firm Product Total (Table 1)</b>	\$
2	<b>Firm Delivery Total (Table 2)</b>	\$
3	<b>Firm Installation Total (Table 3)</b>	\$
4	Hardware Total as per article 1.5 of Annex A-1 of SA <i>(if Applicable)</i>	\$
5	<b>Total Evaluated (Bid) Price* (1 + 2 + 3 + 4 )</b> <i>[to be removed at contract award]</i>	\$
6	<b>Contract Price(1 + 2 + 3 + 4):</b> <i>[applicable at contract award only]</i>	\$
7	<b>Applicable Tax(es):</b> <i>[applicable at contract award only]</i>	\$
8	<b>Total Estimated Cost (6 + 7):</b> <i>[applicable at contract award only]</i>	\$

\* Applicable taxes extra.

**Table 6 – Bidder’s Authorized Representative**

1.	Bidder’s Authorized Representative for the Bid and the Contract	
	Name:	Telephone:
		E-Mail:
		PBN:
		SA #: