



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

See Section 2.2
Voir Section 2.2

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.

Solicitation No. - N° de la demande 01R11-24-C076	Amendment No. - N° de modification
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Solicitation closes – La demande prend fin : at 11:00 AM CST (Central Standard Time), January 25, 2024 à 11 AM HNC (heure normale centrale), le 25 Janvier 2024 See Section 2.3 Voir Section 2.3	File No. - N° de dossier
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No of Page/ N° de page	1 of 23 1 de 24
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Date of Solicitation – Date de la demande January 16, 2024 16 Janvier 2024

Address inquiries to – Adresser toute demande de renseignement à : Melissa Smith Melissa.smith3@agr.gc.ca
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Destination See Annex B Voir Annexe 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.

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



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 SECURITY REQUIREMENTS	2
1.2 REQUIREMENT	2
1.3 GENERAL OR PROCUREMENT STRATEGY FOR INDIGENOUS BUSINESS (PSIB)	2
1.4 DEBRIEFINGS	2
1.5 CPC CONNECT SERVICE	2
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2 SUBMISSION OF BIDS	5
2.3 ENQUIRIES - BID SOLICITATION	6
2.4 APPLICABLE LAWS	6
2.5 BID CHALLENGE AND RECOURSE MECHANISMS	6
PART 3 - BID PREPARATION INSTRUCTIONS	6
3.1 BID PREPARATION INSTRUCTIONS	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 EVALUATION PROCEDURES	7
4.2 BASIS OF SELECTION	8
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1 CERTIFICATIONS REQUIRED WITH THE BID	8
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	8
5.2.1 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - BID CERTIFICATION	8
5.2.2 ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD	9
PART 6 - RESULTING CONTRACT CLAUSES	9
6.1 SECURITY REQUIREMENTS	9
6.2 REQUIREMENT	9
6.3 STANDARD CLAUSES AND CONDITIONS	10
6.4 TERM OF CONTRACT	11
6.5 AUTHORITIES	12
6.6 PAYMENT	13
6.7 INVOICING INSTRUCTIONS	13
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	13
6.9 APPLICABLE LAWS	14
6.10 PRIORITY OF DOCUMENTS	14
6.11 ACCESS TO FACILITIES AND EQUIPMENT	14
6.12 CANADA'S FACILITIES TO ACCOMMODATE THE DELIVERY	14
6.13 STANDARD FINISHES	14
6.14 SACC MANUAL CLAUSES	15
ANNEX A	16
REQUIREMENT	16
ANNEX B	18
BASIS OF PAYMENT	18
ANNEX E TO PART 3 OF THE BID SOLICITATION – ELECTRONIC PAYMENT INSTRUMENTS	22

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.

1.5 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.

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 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.

b) Section 05, Submission of Bids, subsection 5.2:

DELETE: (d) send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the bid solicitation or, to the address specified in the bid solicitation, as applicable;

INSERT: (d) send its bid only to the specified Bid Receiving Unit of Agriculture and Agri-Food Canada (AAFC) specified in the bid solicitation or, to the address specified in the bid solicitation, as applicable;

c) Section 05, Submission of Bids, subsection 5.4:

DELETE: 60 days

INSERT: 120 days

d) Section 06, Late Bids and Section 07, Delayed Bids:

DELETE: "PWGSC"

INSERT: "AAFC"

e) Section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service

DELETE: Subsection 1 and 2 in its entirety.

INSERT:

08 (2022-03-29) Canada Post Corporation's (CPC) Connect service

1. Canada Post Corporation's Connect service

a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [Connect service](#) provided by Canada Post Corporation.

The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by Agriculture and Agri-Food Canada is: aafc.procbidreceiving-receptiondesoumissionaprov.aac@agr.gc.ca

- b. To submit a bid using CPC Connect service, the Bidder must either:
 - i. send directly its bid only to the specified AAFC Bid Receiving Unit, using its own licensing agreement for CPC Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified AAFC Bid Receiving Unit requesting to open a CPC Connect conversation. Requests to open a CPC Connect conversation received after that time may not be answered.
 - c. If the Bidder sends an email requesting CPC Connect service to the specified AAFC Bid Receiving Unit in the bid solicitation, an officer of the AAFC Bid Receiving Unit will then initiate a CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
 - d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the CPC Connect conversation open until at least 30 business days after the solicitation closing date and time.
 - e. The bid solicitation number should be identified in the CPC Connect message field of all electronic transfers.
 - f. It should be noted that the use of CPC Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the AAFC Bid Receiving Unit address specified in the solicitation in order to register for the CPC Connect service.
 - g. For bids transmitted by CPC Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the CPC Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the CPC Connect service.
 - h. AAFC Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the CPC Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or AAFC Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
 - i. Bidders must ensure that they are using the correct email address for the AAFC Bid Receiving Unit when initiating a conversation in CPC Connect or communicating with the AAFC Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.
 - j. A bid transmitted by CPC Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.
- f) Section 20, Further Information:

- a. **DELETE:** Subsection 0 in its entirety

Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

1. The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
2. The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

2.2 Submission of Bids

Bids must be submitted using Canada Post Corporation's (CPC) Connect service to the email address specified below by the date, time and place indicated in the bid solicitation:

aafc.procbidreceiving-receptiondesoumissionaprov.aac@agr.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Section 2.1 of this solicitation, or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

Alternate arrangements for bid receipt can be made by contacting the Contracting Authority identified on page 1 of the bid solicitation.

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

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

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

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

Section I: Technical Bid

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

Section II: Financial Bid

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

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex E 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

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

Section III: 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 Technical Evaluation

4.1.1.1 Mandatory Technical Evaluation Criteria (MTC)

MTC	Requirement	Met	Not Met	Justification
1	Availability – must be delivered by March 28, 2024			
2	Must meet all requirements in the Chair Builder			
3	Must assemble and include delivery from loading dock to each office			

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

SACC Manual clause [A0031T](#) (2010-08-16) Mandatory Technical Criteria

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](https://www.canada.ca/en/employment-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.

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.

6.4.3 Shipping Instructions

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:

Melissa Smith
Contracting Specialist
Agriculture and Agri-Food Canada
Western Service Centre
300 – 2010 12th Avenue
Regina, SK S4P 0M3

Telephone: 306-515-4796
E-mail address: melissa.smith3@agr.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 *firm unit price(s)*, 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

6.6.3 SACC Manual Clauses

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

6.6.4 Electronic Payment of Invoices – Contract

Canada may pay invoices by credit card if the Contractor's SA indicates acceptance of such payment. Refer to Supplier's SA.

6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

Invoices must be distributed as follows:

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

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 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
SACC Manual clause [A9068C](#) (2010-01-11), Government Site Regulations
SACC Manual clause [B1501C](#) (2018-06-21), Electrical Equipment
SACC Manual clause [B4003T](#) (2011-05-16), Canadian General Standards Board – Standards
SACC Manual clause [B6802C](#) (2007-11-30), Government Property
SACC Manual clause [G1005C](#) (2016-01-28), Insurance - No Specific Requirement

ANNEX A

REQUIREMENT

Description and Scope of the Work

Procure 112 office chairs to be used by AAFC employees at the locations detailed below.

- Please refer to Appendix A CHAIR BUILDER for the specific chair requirements.
- Must include chair assembly.
- Must include delivery to the offices identified below. (AAFC will provide escort service)

Location of work – See Table 2, Delivery for delivery locations

Schedule of work

Chairs must be delivered during a Business Day – Between 8:00 am to 3:00 pm.

Contract Deliverables

All deliverables must be received and assembled by March 28th, 2024, COB.



CHAIR TYPE:	Quantity Required:
<input checked="" type="checkbox"/> ROTARY CHAIR <input type="checkbox"/> ROTARY STOOL	_112_
Instructions to Users: <ul style="list-style-type: none"> Choose the attributes (<input type="checkbox"/> → <input checked="" type="checkbox"/>) that must be included for your requirement. Note: if more than 1 “ <input checked="" type="checkbox"/> ” is chosen then all attributes will be considered acceptable for the requirement. Use 1 builder per type of chair. 	

Criteria	Requirement Choices	Annex A reference:						
Environmental	All products meet a minimum of ANSI/BIFMA e3 minimum Level® 2 All plastic components are recyclable at the end of their life	1.2.8						
Weight Capacity	<input checked="" type="checkbox"/> Standard (up to 275 lbs) <input type="checkbox"/> Large-occupant (275+ lbs up to 400 lbs)	1.5.7						
Usage	<input type="checkbox"/> Single shift <input checked="" type="checkbox"/> 24/7 (3 continuous working shifts, 7 days a week)	1.5.2 1.7.1.3						
A Headrest	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (adjustable) <input type="checkbox"/> No preference	2.1.13						
B Backrest Height	<input checked="" type="checkbox"/> Standard <input type="checkbox"/> High <input type="checkbox"/> No preference	2.1.7						
C Lumbar Support	<input type="checkbox"/> Fixed position <input checked="" type="checkbox"/> Adjustable (by user) <input type="checkbox"/> Self-Adjusting mechanism <input type="checkbox"/> No preference	2.1.6						
D Armrests	<table border="1" style="width: 100%;"> <tr> <td style="width: 30%;"><input checked="" type="checkbox"/> Adjustable</td> <td style="width: 30%;"> <input checked="" type="checkbox"/> Height Adjustment <input checked="" type="checkbox"/> Lateral Adjustment <input type="checkbox"/> Fully Articulating </td> <td style="width: 40%;"> Armrest Style: <input type="checkbox"/> T-arm (DD) → <input type="checkbox"/> Fixed Armrest Caps <input type="checkbox"/> Horizontally Swivelling Adjustable Armrest Caps <input type="checkbox"/> Cantilever </td> </tr> <tr> <td><input type="checkbox"/> Fixed →</td> <td colspan="2"> <input type="checkbox"/> T-arm <input type="checkbox"/> Cantilever <input type="checkbox"/> Loop <input type="checkbox"/> No preference </td> </tr> </table>	<input checked="" type="checkbox"/> Adjustable	<input checked="" type="checkbox"/> Height Adjustment <input checked="" type="checkbox"/> Lateral Adjustment <input type="checkbox"/> Fully Articulating	Armrest Style: <input type="checkbox"/> T-arm (DD) → <input type="checkbox"/> Fixed Armrest Caps <input type="checkbox"/> Horizontally Swivelling Adjustable Armrest Caps <input type="checkbox"/> Cantilever	<input type="checkbox"/> Fixed →	<input type="checkbox"/> T-arm <input type="checkbox"/> Cantilever <input type="checkbox"/> Loop <input type="checkbox"/> No preference		2.1.10
	<input checked="" type="checkbox"/> Adjustable	<input checked="" type="checkbox"/> Height Adjustment <input checked="" type="checkbox"/> Lateral Adjustment <input type="checkbox"/> Fully Articulating	Armrest Style: <input type="checkbox"/> T-arm (DD) → <input type="checkbox"/> Fixed Armrest Caps <input type="checkbox"/> Horizontally Swivelling Adjustable Armrest Caps <input type="checkbox"/> Cantilever					
<input type="checkbox"/> Fixed →	<input type="checkbox"/> T-arm <input type="checkbox"/> Cantilever <input type="checkbox"/> Loop <input type="checkbox"/> No preference							
E Seat Depth	<input checked="" type="checkbox"/> Adjustable <input type="checkbox"/> Fixed position <input type="checkbox"/> Shallow <input type="checkbox"/> Medium <input type="checkbox"/> Deep	2.1.2						
F Seat Width	Seat width is based on weight capacity chosen above	2.1.3 2.2.2						
G Seat Height	<i>Rotary Chair</i> <input checked="" type="checkbox"/> Adjustable – standard range <input type="checkbox"/> Adjustable - low range	2.1.4						
	<i>Rotary Stool</i> Adjustable							
H Tilt Mechanism	<i>Rotary Chair</i> <input type="checkbox"/> Multifunction <input type="checkbox"/> Synchro Tilt <input type="checkbox"/> Unison Tilt <input checked="" type="checkbox"/> Weight Sensitive <input type="checkbox"/> No preference	1.5.11 2.1.8						
	<i>Rotary Stool</i> <input type="checkbox"/> Fixed Back <input type="checkbox"/> No preference <input type="checkbox"/> Multifunction <input type="checkbox"/> Synchro Tilt <input type="checkbox"/> Unison Tilt <input type="checkbox"/> Weight Sensitive							
I Seat Angle and Backrest-to-seat Angle	Adjustable and lockable (not applicable to weight sensitive tilt mechanisms)	2.1.5 2.1.9						
J Casters	for use on: <input checked="" type="checkbox"/> carpet <input type="checkbox"/> hard surfaces	2.1.11						
L Footrest (rotary stools only)	<input type="checkbox"/> integrated fixed height <input type="checkbox"/> adjustable height	2.1.12						
Finishes	Backrest: <input type="checkbox"/> Upholstery <input type="checkbox"/> Non-upholstery (ie. flexible plastic) <input checked="" type="checkbox"/> Mesh Material	2.1.15						
	Seat: <input checked="" type="checkbox"/> Upholstery <input type="checkbox"/> Non-upholstery (ie. flexible plastic) <input type="checkbox"/> Mesh Material							
	Base Frame: <input type="checkbox"/> Metal <input checked="" type="checkbox"/> Plastic							
Labelling and Instructions	All chairs must be provided with labelling and instructions	1.3.2						
Ergonomic Assessments and Accessibility	If applicable, please specify further details (that are within the scope of the specifications) into the Additional Criteria below	1.6.3						
Additional Criteria (if applicable)	<ul style="list-style-type: none"> Additional Criteria must be generic, not Supplier specific and cannot contradict the RFSA Technical Specifications @ Annex A. May also request additional information such as photo representations of products being offered or inclusion of specific colour tones or listing of finish offerings available to be provided prior to contract award. 							

**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 8 and 9. **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”.

ALL-INCLUSIVE PROCUREMENT

Table 1: Summary of Chairs for All-inclusive procurement
(insert description if applicable).

Section A - IU REQUIREMENT			Section B – SUPPLIER’S BID		
Table	Title	Qty	Supplier Part Number	Firm Unit Price \$	Extended Total [Qty x Price] \$
A1	Rotary Chair Quantity Per Location St-Hyacinthe - 12 Sherbrooke - 20 Kentville - 12 Brandon - 4 Portage la Prairie sub-station - 1 Summerland - 28 Saskatoon - 26 Ottawa – 4 Halifax - 5	112		\$	\$
			Product Sub-total:		\$

Table 2 – Delivery

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 \$
A1	St-Hyacinthe, 3600 Casavant W., St-Hyacinthe, QC, J2S 8E3	2024-03-28	Normal Business Hours	Delivery Date	\$
A1	Sherbrooke, 2000 College Ave., Sherbrooke, QC, J1M 0C8	2024-03-28	Normal Business Hours	Delivery Date	\$

A1	Kentville, 32 Main St., Kentville, NS, B4N 1J5	2024-03-28	Normal Business Hours	Delivery Date	\$
A1	Brandon, 2701 Grand Valley Rd, Brandon, MB, R7A 5Y3	2024-03-28	Normal Business Hours	Delivery Date	\$
A1	Portage La Prairie, 370 River Road, Portage la Prairie, Manitoba R1N 3V6	2024-03-28	Normal Business Hours	Delivery Date	\$
A1	Summerland, 4200 Highway 97, Summerland, BC, V0H 1Z0	2024-03-28	Normal Business Hours	Delivery Date	\$
A1	Saskatoon, 107 Science Place, Saskatoon, SK, S7N 0X2	2024-03-28	Normal Business Hours	Delivery Date	\$
A1	Ottawa, 960 Carling Avenue, Building 20, Ottawa, ON, K1A 0C6	2024-03-28	Normal Business Hours	Delivery Date	\$
A1	Halifax, 1791 Barrington St., Halifax, NS, B3J 1T3	2024-03-28	Normal Business Hours	Delivery Date	\$
*Normal Business Hours 8:00 – 15:00, 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

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 \$
A1	St-Hyacinthe, 3600 Casavant W., St-Hyacinthe, QC, J2S 8E3	2024-03-28	Normal Business Hours	Delivery Date	\$
A1	Sherbrooke, 2000 College Ave., Sherbrooke, QC, J1M 0C8	2024-03-28	Normal Business Hours	Delivery Date	\$
A1	Kentville, 32 Main St., Kentville, NS, B4N 1J5	2024-03-28	Normal Business Hours	Delivery Date	\$
A1	Brandon, 2701 Grand Valley Rd, Brandon, MB, R7A 5Y3	2024-03-28	Normal Business Hours	Delivery Date	\$
A1	Portage La Prairie, 370 River Road, Portage la Prairie, Manitoba R1N 3V6	2024-03-28	Normal Business Hours	Delivery Date	\$
A1	Summerland, 4200 Highway 97, Summerland, BC, V0H 1Z0	2024-03-28	Normal Business Hours	Delivery Date	\$

A1	Saskatoon, 107 Science Place, Saskatoon, SK, S7N 0X2	2024-03-28	Normal Business Hours	Delivery Date	\$
A1	Ottawa, 960 Carling Avenue, Building 20, Ottawa, ON, K1A 0C6	2024-03-28	Normal Business Hours	Delivery Date	\$
A1	Halifax, 1791 Barrington St., Halifax, NS, B3J 1T3	2024-03-28	Normal Business Hours	Delivery Date	\$
*Normal Business Hours 8:00 – 15:00, 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 7 – Standard Finishes and Canada’s Facilities to Accommodate the Delivery and Certifications

1.	Standard Finishes	
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>	
2.	Canada’s Facilities to Accommodate the Delivery	
	<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	Loading Dock/Location	
A	Location	See above for delivery details
B	Dock	
C	Lift	
D	Door	
E	Freight Elevator	
F	Other (specify, if any)	
3.	Continuance of Certifications	
	<p>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.</p> <p>Canada may request copies of environmental certification(s) prior to contract award within a time period specified by the Identified User.</p>	
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 8 - Bid Evaluation and Contract Total
(Canada may complete if not completed by the Bidder)

1	Firm Product Total (Table 1)	\$
2	Firm Delivery Total (Table 2)	\$
3	Firm Installation Total (Table 3)	\$
4	Total Evaluated (Bid) Price* (1 + 2 + 3)	\$
5	Applicable Tax(es):	\$
6	Total Estimated Cost (4+5):	\$

* Applicable taxes extra.

Table 9 – Bidder’s Authorized Representative

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

ANNEX E 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);
- Large Value Transfer System (LVTS) (Over \$25M).