



REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Transport Canada

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Transports Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Comments - Commentaires

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT CE DOCUMENT CONTIENT DES EXIGENCES RELATIVES À LA SÉCURITÉ

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

By e-mail to: - Par courriel au : Keevin.falk@tc.gc.ca

Attention: - Attention: Keevin Falk

Solicitation Closes - L'invitation prend fin At - à : 11:00 AM

On - le : June 24, 2024

Time Zone - Fuseau Horaire : CST

| Title - Sujet Rotary Chairs | |
|--|---|
| Solicitation No. N° de l'invitation | Date of Solicitation Date de l'invitation |
| T8080-240083 | June 12, 2024 |

Address enquiries to: - Adresser toute demande de renseignements à :

Keevin Falk

Telephone No. - N° de telephone E-Mail Address - Courriel 204-430-3866 Keevin.falk@tc.gc.ca

Destination

See herein

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué sénarément

| produits et services/taxe de vente narmonisée doit etre indique separement. | | | |
|---|--|--|--|
| Delivery required Livraison exigée | Delivery offered Livraison proposée | | |
| See herein | Not applicable - Sans objet | | |

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur

Person authorized to sign on behalf of Vendor/Firm (type or print): La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :

Name - Nom Title - Titre

Signature Date



Buyer ID - Id de l'acheteur Keevin Falk CCC No./N° CCC - FMS No./N° VME

$\begin{array}{l} \text{File No. - N}^{\circ} \text{ du dossier} \\ T8080\text{-}240083 \end{array}$

| | TABLE OF CONTENTS | |
|-------------------|---|---------|
| PART 1 | - GENERAL INFORMATION | 3 |
| 1.1 1.2 1.4 | SECURITY REQUIREMENTS | 3 |
| | 2 - BIDDER INSTRUCTIONS | |
| 2.1 | STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS | |
| 2.2 | SUBMISSION OF BIDS | 5 |
| 2.3 2.4 | ENQUIRIES - BID SOLICITATION | |
| 2.4 | BID CHALLENGE AND RECOURSE MECHANISMS | |
| PART 3 | 3 - BID PREPARATION INSTRUCTIONS | 7 |
| 3.1 | BID PREPARATION INSTRUCTIONS | 7 |
| PART 4 | - EVALUATION PROCEDURES AND BASIS OF SELECTION | 8 |
| 4.1 | EVALUATION PROCEDURES | |
| 4.2 | BASIS OF SELECTION | _ |
| | 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION | |
| 5.1 5.2 | CERTIFICATIONS REQUIRED WITH THE BIDCERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION | |
| 5.2.1 | ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD | |
| PART 6 | S - RESULTING CONTRACT CLAUSES | 11 |
| 6.2 | REQUIREMENT | |
| 6.3 6.5 | STANDARD CLAUSES AND CONDITIONS | |
| 6.6 | PAYMENT | |
| 6.7 | INVOICING INSTRUCTIONS | |
| 6.8 | CERTIFICATIONS AND ADDITIONAL INFORMATION | _ |
| 6.9 6.10 | PRIORITY OF DOCUMENTS | |
| 6.11 | ACCESS TO FACILITIES AND EQUIPMENT | |
| 6.12 | CANADA'S FACILITIES TO ACCOMMODATE THE DELIVERY | 16 |
| | STANDARD FINISHES | |
| | SACC MANUAL CLAUSES | |
| | A | |
| | UIREMENT | |
| | (B | _ |
| | S OF PAYMENT | |
| | JRITY REQUIREMENTS CHECKLIST | |
| | MON SRCL #2 | |
| ANNEX | D TO PART 3 OF THE BID SOLICITATION – ELECTRONIC PAYMENT INSTRUM | ENTS 28 |

File No. - N° du dossier T8080-240083

Buyer ID - Id de l'acheteur Keevin Falk CCC No./N° CCC - FMS No./N° VME

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply to and form part of the Contract:

- 1. The conditions in this article must be met by the Bidder before award of a contract.
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part6 Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 Resulting Contract Clauses; and
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- For additional information on security requirements, Bidders should refer to the <u>Contract</u> <u>Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

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 Procurement (NPP). | posed |
| | |
| 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 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.

 $\begin{tabular}{ll} Solicitation No. - N^\circ & de l'invitation \\ T8080-240083 \\ Client Ref. No. - N^\circ & de réf. du client \\ T6002-240007 \\ \end{tabular}$

Amd. No. - N° de la modif.

File No. - N° du dossier T8080-240083

Buyer ID - Id de l'acheteur Keevin Falk CCC No./N° CCC - FMS No./N° VME

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.

File No. - N° du dossier

T8080-240083

Buyer ID - Id de l'acheteur Keevin Falk CCC No./N° CCC - FMS No./N° VME

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-andguidelines/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.

2.2 Submission of Bids

Bids must be submitted only to the email specified by the date and time indicated 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 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 **Applicable Laws**

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

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.

Amd. No. - N° de la modif.

File No. - N° du dossier T8080-240083

Buyer ID - Id de l'acheteur Keevin Falk CCC No./N° CCC - FMS No./N° VME

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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" 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.

File No. - N° du dossier T8080-240083

Buyer ID - Id de l'acheteur Keevin Falk CCC No./N° CCC - FMS No./N° VME

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Bids must be submitted only by Email.

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

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

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.

Section III: Certifications and Additional Information

Bidders must submit the certifications and additional information required under Part 5.

T8080-240083

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

| | Mandatory Technical Criteria (MTC) | | | | |
|------------|--|-------------------------|--|--|--|
| Criteria # | | MET/ NOT MET & COMMENTS | | | |
| MTC 1 | The Bidder must provide a photo or drawing representation(s) of their products being offered as described at Annex A of this solicitation. To demonstrate compliance with MTC 1, the photo representation(s) must include as a minimum a frontal and side view showing the profile of the backrest and armrest. An electronic soft copy in *.pdf format must be submitted and be readable by Canada. | | | | |
| MTC 2 | The Bidder must provide finish offerings as described at Annex A of this solicitation. To demonstrate compliance with MTC 1, the Bidder must submit samples of the finishes being offered for the seat upholstery options, backrest and frame. An electronic soft copy in *.pdf format must be submitted and be readable by Canada. | | | | |

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

Buyer ID - Id de l'acheteur Keevin Falk CCC No./N° CCC - FMS No./N° VME

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 Additional Certifications Precedent to Contract Award

5.2.1.1 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)

Amd. No. - N° de la modif.

File No. - N° du dossier T8080-240083

Buyer ID - Id de l'acheteur Keevin Falk CCC No./N° CCC - FMS No./N° VME

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.

File No. - N° du dossier

T8080-240083

Buyer ID - Id de l'acheteur Keevin Falk CCC No./N° CCC - FMS No./N° VME

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security

The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)

The contractor/offeror personnel requiring access to sensitive work site(s) must each hold a valid reliability status, granted or approved by the CSP, PWGSC

Subcontracts which contain security requirements are not to be awarded without the prior written permission of the CSP, PWGSC

The contractor/offeror must comply with the provisions of the: Security Requirements Check List and security guide (if applicable), attached at Annex C Contract Security Manual (latest edition)

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/standardacquisition-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

Amd. No. - N° de la modif.

File No. - N° du dossier T8080-240083

Buyer ID - Id de l'acheteur Keevin Falk CCC No./N° CCC - FMS No./N° VME

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 <u>Trade Facilitation and Trade Enforcement Act</u> (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 <u>Criminal Code</u> or the <u>Immigration and Refugee Protection Act</u>:

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).

Amd. No. - N° de la modif.

File No. - N° du dossier T8080-240083

Buyer ID - Id de l'acheteur Keevin Falk CCC No./N° CCC - FMS No./N° VME

- 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: Keevin Falk Title: Procurement Officer

Amd. No. - N° de la modif.

File No. - N° du dossier

T8080-240083

Buyer ID - Id de l'acheteur Keevin Falk CCC No./N° CCC - FMS No./N° VME

Department: Transport Canada

Address: 344 Edmonton St, Winnipeg, MB R3B 2L4

Telephone: 204-430-3866

E-mail address: Keevin.falk@tc.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).

Amd. No. - N° de la modif.

File No. - N° du dossier T8080-240083

Buyer ID - Id de l'acheteur Keevin Falk CCC No./N° CCC - FMS No./N° VME

6.5.3 Contractor's Representative

| The Contracto | rs Representative for the Contract is: (to be completed at contract award) |
|-----------------------------|---|
| Name: Title: | |
| Telephone: E-mail addres | s: |
| 6.6 Paym | ent |
| 6.6.1 Basis | of Payment |
| Contractor will | on of the Contractor satisfactorily completing all of its obligations under the Contract, the 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 as. |
| Canada will no | ot 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

6.6.2 Method of Payment

the Work.

SACC Manual clause H1001C (2008-05-12) Multiple Payment

6.6.3 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.

Amd. No. - N° de la modif.

File No. - N° du dossier T8080-240083

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/H;
- (b) the Articles of this Agreement;
- (c) 2010A (2022-12-01) General Conditions: Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirement and;
- (g) the Contractor's bid dated _____ (insert date of bid)

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.

 $Solicitation \ No. - N^{\circ} \ de \ l'invitation$ T8080-240083 Client Ref. No. - N^{\circ} de réf. du client T6002-240007

Amd. No. - N° de la modif.

File No. - N° du dossier T8080-240083

Buyer ID - Id de l'acheteur $Keevin \ Falk \\ \text{CCC No./N}^{\circ} \ \text{CCC - FMS No./N}^{\circ} \ \text{VME}$

6.14 SACC Manual Clauses

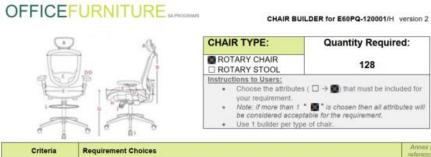
SACC Manual clause <u>A9068C</u> (2010-01-11), Government Site Regulations SACC Manual clause <u>G1005C</u> (2016-01-28), Insurance - No Specific Requirement

Buyer ID - Id de l'acheteur Keevin Falk CCC No./N° CCC - FMS No./N° VME

File No. - N° du dossier T8080-240083

ANNEX A REQUIREMENT

Table A1: Rotary Chair



| | Criteria | Requirement C | thoices | | | Annex A | |
|----|---|---|---|----------------------------|--|------------|--|
| | Environmental | | All products meet a minimum of ANSI/BIFMA e3 minimum Level® 2. All plastic components are recyclable at the end of their life | | | | |
| - | Weight Capacity | Standard (u) | * | ccupant (275+ lbs up to | 400 (bs) | 1.5.7 | |
| | Usage | Single shift | | ontinuous working shifts | | 1.5.2 | |
| A | Headrest | ■ No | ☐ Yes (adjustable) | ☐ No preference | | 21.13 | |
| B | Backrest Height | ☐ Standard | ₩ High | ☐ No preference | | 217 | |
| c | Lumbar Support | ☐ Fixed position | n Adjustable (by use | r) Self-Adjusting m | nechanism | 216 | |
| Т | | | | Armrest Style: | | | |
| D | Armrests | Adjustable | Height Adjustment Lateral Adjustment Fully Articulating | ■ T-arm (DD) → | Fixed Armrest Caps Horizontally Swivelling Adjustable Armrest Caps | 2110 | |
| | | | | ☐ Cantilever | | 2.5.10 | |
| | | □ Fixed | → | ☐ T-arm ☐ Car | ntilever 🗆 Loop | | |
| | Seed Seem | Adjustable | | | | 212 | |
| E | Seat Depth | ☐ Fixed position | ☐ Shallow ☐ Medium ☐ Deep | | | | |
| F | Seat Width | Seat width is ba | sed on weight capacity ch | osen above | | 2.1.3 | |
| | | Botoni Choir | Adicatable stander | d range | able tourness | 222 | |
| G | Seat Height | Rotary Chair Adjustable – standard range | | | | 214 | |
| | | Rotary Chair | | synchro Tilt Uniso | n Tilt | 1.5.11 | |
| H | Tilt Mechanism | Rotary Stool | ☐ Fixed Back ☐ A | lo preference | n Tilt | 2.1.8 | |
| 1 | Seat Angle and Backrest-to-seat Angle | Adjustable and | lockable (not applicable to | weight sensitive tilt med | ST 50 15 202 | 215 219 | |
| J | Casters | for use on: | carpet hard surfac | es | | 2.1.11 | |
| L | Footrest (rotary stools only) | ☐ integrated fix | ked height adjustable | e height | | 2.1.12 | |
| | | Backrest: | ☐ Upholstery ☐ No | n-upholstery (ie. flexible | plastic) Mesh Material | | |
| | Finishes | Seat: | ■ Upholstery □ No | n-upholstery (ie. fiexible | plastic) | 2.1.15 | |
| | | Base Frame: | ☐ Metal | stic | | B 387638 | |
| | Labelling and Instructions | | be provided with labelling a | -77 - 99: -77 | | 1.3.2 | |
| 10 | 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 appliable) | | ex A. so request additional informati | on such as photo represent | nnot contradict the RFSA Technical Sp tations of products being offered or inc provided prior to contract award. | | |

File No. - N $^{\circ}$ du dossier T8080-240083

Table A2: Rotary Chair / Chairs for conference rooms - Different model than A1 and with standard back

OFFICEFURNITURE SA PROGRAMS CHAIR BUILDER for E60PQ-120001/H version 2 CHAIR TYPE: Quantity Required: ROTARY CHAIR 26 ROTARY STOOL Instructions to Users: Choose the attributes (□ →) that must be included for your requirement. Note: if more than 1 " . " is chosen then all attributes will be considered acceptable for the requirement. Use 1 builder per type of chair. Requirement Choices Criteria All products meet a minimum of ANSI/BIFMA e3 minimum Level® 2 All plastic components are recyclable at the end of their life Environmental 1.2.8 1.5.7 Weight Capacity Standard (up to 275 lbs) Large-occupant (275+ lbs up to 400 lbs) 24/7 (3 continuous working shifts, 7 days a week) Usage Single shift ☐ No preference A Headrest No. ☐ High B Backrest Height ☐ No preference 2.1.7 Standard Lumbar Support ☐ Fixed position ■ Adjustable (by user) ☐ Self-Adjusting mechanism ☐ No preference 216 Armrest Style: Height Adjustment ☐ Fixed Armrest Caps T-arm (DD) -> Lateral Adjustment Adjustable Morizontally Swivelling Adjustable Armrest Caps Fully Articulating D Armrests ☐ Cantilever ☐ T-arm ☐ Cantilever ☐ Loop ☐ Fixed □ No preference Adjustable Seat Depth E 212 ☐ Fixed ☐ Shallow ☐ Medium ☐ Deep position F Seat width is based on weight capacity chosen above Seat Width 2.2.2 Rotary Chair Adjustable - standard range ☐ Adjustable - low range Seat Height 2.1.4 Rotary Stool Multifunction Synchro Tilt Unison Tilt Weight Sensitive Rotary Chair ☐ No preference H Tilt Mechanism ☐ Fixed Back ☐ No preference Rotary Stool ☐ Multifunction ☐ Synchro Tilt ☐ Unison Tilt ☐ Weight Sensitive Seat Angle and 2.1.5 Adjustable and lockable (not applicable to weight sensitive tilt mechanisms) Backrest-to-seat Angle J Casters for use on: a carpet hard surfaces 2.1.11 Footrest (rotary stools only) ☐ integrated fixed height ☐ adjustable height 21.12 Backrest: ☐ Upholstery ☐ Non-upholstery (ie. flexible plestic) ■ Mesh Material Finishes Seat: ☐ Non-upholstery (ie. flexible plastic) ☐ Mesh Material M Upholsterv 2.1.15 Base Frame: ☐ Metal Plastic Labelling and All chairs must be provided with labelling and instructions 1.3.2 Instructions Ergonomic If applicable, please specify further details (that are within the scope of the specifications) into the Additional Criteria below Assessments and Accessibility Additional Criteria must be generic, not Supplier specific and cannot contradict the RFSA Technical Specifications Additional Criteria @ Annex A. May also request additional information such as photo representations of products being offered or inclusion of (if appliable) specific colour tones or listing of finish offerings available to be provided prior to contract award.

Amd. No. - N° de la modif.

File No. - N° du dossier T8080-240083

Buyer ID - Id de l'acheteur Keevin Falk CCC No./N° CCC - FMS No./N° VME

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, 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".

File No. - N° du dossier T8080-240083

Buyer ID - Id de l'acheteur Keevin Falk CCC No./N° CCC - FMS No./N° VME

FOR SUBCATEGORY REQUIREMENTS, REPEAT tables 1 through to 9 for each subcategory and ADJUST AS APPLICABLE

BIDDER TO COMPLETE SECTION B – SUPPLIER'S BID IN ITS ENTIRETY. <u>SUB-CATEGORY</u>

Table 1: Summary of Chairs per Subcategory No. 1

| 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 | 128 | | \$ | \$ |
| A2 | Rotary Chair / Chairs for conference rooms - different model than A1 | 26 | | | |
| Subtotal Products: | | | | | \$ |

Table 2 - Delivery

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

| Ctarrage | 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 | 9700 Jasper avenue, Canada Place, Edmonton, Alberta. | Near end of August 2024 – date TBD depending on construction schedule | Normal Business Hours | : weeks Standard Lead time is between 6-10 weeks for furniture delivery and installation. | \$ | |
| **The Pro to the fina the suppli- without the | Business Hours 8:00 – 17:00, as per ject Authority (PA) will provide the s lized delivery date taking into consider. Canada will not be responsible if e PA authorization. | Delivery Total: | \$ | | | |

Table 3 - Installation

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

| (Ottarraar | etailed and lead till to betteen a for treete for fairnease destrony and metallation, | | | | | | |
|----------------------------|---|----------------|-----------------|-----------------------|----------------|--|--|
| Section A - IU REQUIREMENT | | | | Section B – S | UPPLIER'S BID | | |
| Product | Location | Desired Date** | Desired Time: | Supplier will install | Firm Lot Price | | |
| Item # | | (YYYY-MM- | Normal Business | as per below** | \$ | | |
| from | | DD) | Hours | | | | |
| Table 1 | | | Or | | | | |

 $\begin{tabular}{ll} Solicitation No. - N^\circ & de l'invitation \\ T8080-240083 \\ Client Ref. No. - N^\circ & de réf. & du client \\ T6002-240007 \\ \end{tabular}$

Amd. No. - N° de la modif.

 $\begin{array}{l} \text{File No. - N}^{\circ} \text{ du dossier} \\ T8080\text{-}240083 \end{array}$

 $\label{eq:Buyer ID - Id de l'acheteur} \\ Keevin \ Falk \\ \ \mbox{CCC No./N° CCC - FMS No./N° VME}$

| | | | Outside Normal Business Hours * | | |
|---|---|---------------------|------------------------------------|---|----|
| | No Installation required – delivery only | N/A | N/A | : weeks from date of supply and delivery Standard Lead time is between 6-10 weeks for furniture delivery and installation. | \$ |
| **The Pro to the fina provided proceed v | Business Hours 8:00 – 17:00, as per oject Authority (PA) will provide the salized installation date taking into colby the supplier. Canada will not be rwithout the PA authorization. | Installation Total: | \$ | | |

No Installation required – delivery only

File No. - N° du dossier T8080-240083

Buyer ID - Id de l'acheteur Keevin Falk CCC No./N° CCC - FMS No./N° VME

Table 7 - Standard Finishes and Canada's Facilities to Accommodate the Delivery and Certifications

Standard Finishes IU is to consult the Supplier's Website identified in Part 6A of the SA to view the available finishes. 1.1 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. Canada's Facilities to Accommodate the Delivery 2. 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. 2.1 Loading Dock/Location Α Location 9700 Jasper Avenue. The loading dock entrance is 'off 102 Avenue just east of the Citadel Theatre. В Dock С Lift There are 2 x lifts on the loading dock; Each has a capacity of 45,000 KGs. Dimensions 7' wide x 9" long. D Door The vehicle can have a maximum height of 13' and width of 11' to fit through the door onto the loading dock. They also advise truck cannot be longer than 35'. Ε Freight Elevator Elevator #16: Door opening – 4' W x 8' H Elevator #17:Door opening - 5' W x 8' H F Other (specify, if Due to the turning radius of the Loading Dock entrance and exit, vehicles larger any) than 5 Tons are no longer permitted in the loading dock. This applies for all deliveries and move-in/out of the building. 3. **Continuance of Certifications** 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. **Integrity Provisions** Federal Contractor's Program for Employment Equity 3.4 **Product Conformance**

Price Certification (In accordance with the SA, Part 6B)

3.5

 $\begin{array}{l} \text{File No. - N}^{\circ} \text{ du dossier} \\ T8080\text{-}240083 \end{array}$

Table 8 - Bid Evaluation and Contract Total

(Canada may complete if not completed by the Bidder)

| - | dad may complete ii not completed by the Bidden | |
|----|--|----|
| 1 | Firm Product Total (Table 1) | \$ |
| 2 | Firm Delivery Total (Table 2) | \$ |
| 3 | Firm Installation Total (Table 3) | \$ |
| 4 | Optional Product Total (Table 4) (Applicable if Option is exercised) | \$ |
| 5 | Optional Delivery Total (Table 5) (Applicable if Option is exercised) | \$ |
| 6 | Optional Installation Total (Table 6) (Applicable if Option is exercised) | \$ |
| 7 | Hardware Total as per article 1.5 of Annex A-1 of SA (if Applicable) | \$ |
| 8 | Total Evaluated (Bid) Price* (1 + 2 + 3 + 4 + 5 + 6 + 7) [to be removed at contract award] | \$ |
| 9 | Contract Price(1 + 2 + 3 + 7): [applicable at contract award only] | \$ |
| 10 | Applicable Tax(es): [applicable at contract award only] | \$ |
| 11 | Total Estimated Cost (9 + 10): [applicable at contract award only] | \$ |

^{*} 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: |
| | | Ariba #: |

 $\begin{array}{l} \text{File No. - N}^{\circ} \text{ du dossier} \\ T8080\text{-}240083 \end{array}$

Buyer ID - Id de l'acheteur Keevin Falk CCC No./N° CCC - FMS No./N° VME

ANNEX C SECURITY REQUIREMENTS CHECKLIST COMMON SRCL #2

| * | 1 |
|--------------|---|
| \mathbf{T} | |

Government of Canada

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| Contract Number / Numéro du contrat | |
|--|--|
| T8080-240083 | |
| Security Classification / Classification de sécurité UNCLASSIFIED | |

SECURITY REQUIREMENTS CHECK LIST (SRCL) RIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

| PART A - CONTRACT INFORMATION / PARTIE A | - INFORMATION CONTRACTUE | | CURITE (LVERS) | |
|--|--|--------------------------|--|-------------------|
| 1. Originating Government Department or Organization | | | or Directorate / Direction génér | ale ou Direction |
| Ministère ou organisme gouvernemental d'origine | Transport Canada | Facility I | Management | |
| 3. a) Subcontract Number / Numéro du contrat de so | us-traitance 3. b) Name ar | nd Address of Subcor | tractor / Nom et adresse du so | ous-traitant |
| Brief Description of Work / Brève description du tra ARTS-22-23-00678-06 Order and delivery only of rotary chairs for the Edmontor | | 11th floor. | | |
| a) Will the supplier require access to Controlled Go Le fournisseur aura-t-il accès à des marchandis | | | | No Yes |
| 5. b) Will the supplier require access to unclassified r Regulations? Le fournisseur aura-t-il accès à des données tec sur le contrôle des données techniques? | chniques militaires non classifiées | | | No Yes Non Oui |
| Indicate the type of access required / Indiquer le type | ype d'accès requis | | | |
| Will the supplier and its employees require acce Le fournisseur ainsi que les employés auront-ils (Specify the level of access using the chart in Q (Préciser le niveau d'accès en utilisant le tablea | accès à des renseignements ou à uestion 7. c) u qui se trouve à la question 7. c) | à des biens PROTÉG | ÉS et/ou CLASSIFIÉS? | No Yes Non Oui |
| 6. b) Will the supplier and its employees (e.g. cleane PROTECTED and/or CLASSIFIED information Le fournisseur et ses employés (p. ex. nettoyeu à des renseignements ou à des biens PROTÉG | or assets is permitted. rs, personnel d'entretien) auront-il ÉS et/ou CLASSIFIÉS n'est pas a | s accès à des zones | | No Yes Non Oui |
| c) Is this a commercial courier or delivery requirem S'agit-il d'un contrat de messagerie ou de livrais | | e de nuit? | | No Non Ves |
| 7. a) Indicate the type of information that the supplier | will be required to access / Indiqu | er le type d'information | on auquel le fournisseur devra | avoir accès |
| Canada | NATO / OTAN | | Foreign / Étranger | |
| 7. b) Release restrictions / Restrictions relatives à la | diffusion | * | | |
| No release restrictions Aucune restriction relative à la diffusion | All NATO countries Tous les pays de l'OTAN | | No release restrictions Aucune restriction relative à la diffusion | |
| Not releasable À ne pas diffuser | _ | 7 | | |
| Restricted to: / Limité à : | Restricted to: / Limité à : | | Restricted to: / Limité à : | |
| Specify country(ies): / Préciser le(s) pays : | Specify country(ies): / Préciser l | e(s) pays : | Specify country(ies): / Précis | er le(s) pays : |
| | | | | |
| 7. c) Level of information / Niveau d'information | • | - | | |
| PROTECTED A | NATO UNCLASSIFIED | | PROTECTED A | |
| PROTÉGÉ A L | NATO NON CLASSIFIÉ | | PROTÉGÉ A | |
| PROTECTED B | NATO RESTRICTED | | PROTECTED B | |
| PROTÉGÉ B | NATO DIFFUSION RESTREIN | re LLI | PROTÉGÉ B | |
| PROTECTED C | NATO CONFIDENTIAL | | PROTECTED C | |
| PROTÉGÉ C | NATO CONFIDENTIEL | | PROTÉGÉ C | |
| CONFIDENTIAL | NATO SECRET | | CONFIDENTIAL | |
| CONFIDENTIEL | NATO SECRET | | CONFIDENTIEL | |
| SECRET | COSMIC TOP SECRET | | SECRET | |
| SECRET \square | COSMIC TRÈS SECRET | | SECRET | |
| TOP SECRET | | -10 (27 Ted 1) | TOP SECRET | |
| TRÈS SECRET | | | TRĖS SECRET | |
| TOP SECRET (SIGINT) | | | TOP SECRET (SIGINT) | |
| TRÈS SECRET (SIGINT) | | | TRÈS SECRET (SIGINT) | |

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Amd. No. - N° de la modif.

File No. - N° du dossier T8080-240083

Buyer ID - Id de l'acheteur $\begin{array}{l} \text{Keevin Falk} \\ \text{CCC No./N° CCC - FMS No./N° VME} \end{array}$



Government of Canada

Gouvernement du Canada

| Contract Number / Numéro du contrat |
|---|
| T8080-240083 |
| Security Classification / Classification de sécurité UNCLASSIFIED |

| 8. Will the sup Le fournisse If Yes, indica | inued) / PARTIE A (suite) plier require access to PROTECTED a pur aura-t-il accès à des renseignement ate the level of sensitivity: native, indiquer le niveau de sensibilité | nts ou à des biens COMSEC dé | | SIFIÉS? | No Yes Non Oui | | | | | | |
|---|--|---|----------------------------|-------------------------|---|--|--|--|--|--|--|
| | . Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No Non Yes Oui | | | | | | | | | | |
| | s) of material / Titre(s) abrégé(s) du ma Jumber / Numéro du document : | atériel : | | | | | | | | | |
| | SONNEL (SUPPLIER) / PARTIE B - lel security screening level required / N | | | | | | | | | | |
| V | RELIABILITY STATUS CONFIDENTIAL SECRET TOP SECRET TRÈS SECRET | | | | | | | | | | |
| | TOP SECRET- SIGINT TRÈS SECRET - SIGINT | NATO CONFIDENTIAL NATO CONFIDENTIEL | NATO SECRET NATO SECRET | | OP SECRET RÈS SECRET | | | | | | |
| | SITE ACCESS ACCÈS AUX EMPLACEMENTS | | | | | | | | | | |
| | Special comments: Commentaires spéciaux : | | | | | | | | | | |
| | NOTE: If multiple levels of screening | | | | | | | | | | |
| Du pers If Yes, w | REMARQUE : Si plusieurs niveaux of creened personnel be used for portion onnel sans autorisation sécuritaire per vill unscreened personnel be escorted ffirmative, le personnel en question se | ns of the work? ut-il se voir confier des parties d ? | | la sécurité doit être f | No Yes No Ves No Ves No Ves No Ves No Ves | | | | | | |
| | EGUARDS (SUPPLIER) / PARTIE C DN / ASSETS / RENSEIGNEMEN | | (FOURNISSEUR) | | | | | | | | |
| premise Le fourn | 11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? | | | | | | | | | | |
| | supplier be required to safeguard COI isseur sera-t-il tenu de protéger des re | | DMSEC? | | No Yes Non Oui | | | | | | |
| PRODUCTIO | DN | | | | | | | | | | |
| occur at Les insta | 11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? | | | | | | | | | | |
| INFORMATIO | ON TECHNOLOGY (IT) MEDIA / SU | IPPORT RELATIF À LA TECHN | OLOGIE DE L'INFORMATION (1 | (I) | | | | | | | |
| informati Le fourn | 11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? | | | | | | | | | | |
| Dispose | e be an electronic link between the suppra-t-on d'un lien électronique entre le sy ementale? | | | ence | No Non Oui | | | | | | |
| TBS/SCT 35 | 0-103(2004/12) | Security Classification / Clas | sification de sécurité | | | | | | | | |

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 $\begin{tabular}{ll} Solicitation No. - N^\circ & de l'invitation \\ T8080-240083 \\ Client Ref. No. - N^\circ & de réf. du client \\ T6002-240007 \\ \end{tabular}$

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| Contract Number / Numéro du contrat | |
|--|--|
| T8080-240083 | |
| Security Classification / Classification de sécurité | |
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| riveaux de sauve For users comple Dans le cas des u dans le tableau ré | ting | the ateu | form | online (via th | ne Interne le formula |), the sur aire en lig | nmary chart i I ne (par Inter | | nses aux | questions | | | | | | saisies |
|---|---------|----------|--------------|--|------------------------------------|----------------------------------|---|--|----------------|---|--------|-----------------------|---|--------------|-------------|---------------------------------|
| Category Catégorie | | OTÉC | | | ASSIFIED LASSIFIÉ | | | NATO | | | | | | COMSEC | | |
| | A | В | С | CONFIDENTIAL CONFIDENTIAL | SECRET | TOP SECRET TRÉS SECRET | NATO RESTRICTED NATO DIFFUSION RESTREINTE | NATO CONFIDENTIAL NATO CONFIDENTIEL | NATO SECRET | COSMIC TOP SECRET COSMIC TRÉS SECRET | | DTECTI IOTÉGI B | | CONFIDENTIAL | SECRET | TOP SECRET TRES SECRET |
| formation / Assets enseignements / Biens | П | | | | | | RESTRENTE | | | DECRET | | | | | | |
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| 2. a) Is the descrip La description | | | | | | | | | | SIFIÉE? | | | | [| ✓ No Non | |
| If Yes, classify Dans l'affirma « Classificatio b) Will the docur La documental | n d | e sé | ssif curi | fier le présent ité » au haut d tached to this | formulai et au bas SRCL be | re en ind du formu PROTEC | iquant le niv ulaire. TED and/or | veau de sécu | rité dans | | | ée | | ſ | No | |
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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

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Amd. No. - N° de la modif.

File No. - N° du dossier T8080-240083

ANNEX D 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); | |
| | |