

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

Bid Receiving/Réception des soumissions ATL\_Procurement@rcmp-grc.gc.ca

# REQUEST FOR PROPOSAL

# DEMANDE DE PROPOSITION

Proposal to: Royal Canadian Mounted Police

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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Gendarmerie royale du Canada

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

Comments: - Commentaires:

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet Office Seating to be delivered to RCMP N Scotia			P Nova	<b>Dat</b> Aug	t <b>e</b> gust 16, 2023
	Solicitation No. – N° de l'invitation M4000-01384B				
Client Refe	erence No No	. De Référe	ence du (	Clien	ıt
Solicitatio	n Closes – L'in	vitation pro	end fin		
At /à :	2 :00 PM			Atla	nntic Daylight Time
On / le :	August 29, 202	23		1	
Delivery - See herein présentes	<b>Livraison</b> — Voir aux	Taxes - T See herei aux prése	n — Voir		Duty - Droits See herein — Voir aux présentes
services	n of Goods and — Voir aux prés		– Destina	ation	s des biens et
Instruction See herein	า <b>ร</b> — Voir aux prés	sentes			
Adresser t	nquiries to – toute demande rsons@rcmp-gro	_	nements	à	
Telephone No. – No. de téléphone (902) 720-5112 Facsimile No. – No. de télécopieu			o. – No. de télécopieur		
Livraison	Delivery Required – Livraison exigée See herein — Voir aux présentes  Delivery Offered – Livraison proposée				
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur :					
Telephone No. – No. de téléphone Facsimile No. – No. de télécopieur					
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)					
Signature			Date		



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This bid solicitation cancels and supersedes previous bid solicitation number M4000-01384 dated July 14, 2023 with a closing of July 25, 2023 at 2:00 PM ADT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

#### **PART 1 - GENERAL INFORMATION**

#### 1.1 Security Requirements

There is security associated with this requirement.

- 1. The conditions in this article must be met by the Bidder before award of a contract.
  - (a) 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
  - (b) 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.

Before contract award, the bidder's installers must have an RCMP security clearance at Facility Access 2 – Escort 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 Propose 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.

#### 1.4 Canadian Content

The requirement is subject to a preference for Canadian goods.

#### 1.5 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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#### **PART 2 - BIDDER INSTRUCTIONS**

#### 2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 90 days

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the <u>Ineligibility</u> <u>and Suspension Policy</u>. 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

**2.2.1** Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

NOTE: The RCMP has not been approved for bid submission by Canada Post Corporation (CPC) Connect service.

Due to the nature of the bid solicitation, bids transmitted by facsimile to RCMP will not be accepted.

#### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

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## **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)
    - Suppliers should note that there are **strict deadlines** for filing complaints, and (c) the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

#### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 3.1 **Bid Preparation Instructions**

Canada requests that the Bidder submit its complete email bid in separately saved and attached sections as follows:

Section I: **Technical Bid** (one soft copy in PDF format)

**Financial Bid** (one soft copy in PDF format) Section II:

Section III: **Certifications** (one soft copy in PDF format)

### **Important Note:**

For bids transmitted by email, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

- receipt of garbled or incomplete bid; a.
- delay in transmission or receipt of the bid to the Contracting Authority's email inbox (the date & time on the email received by the Contracting Authority is considered the date & time of receipt of the bid submission);
- availability or condition of the receiving equipment; C.
- incompatibility between the sending and receiving equipment;

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- failure of the Bidder to properly identify the bid;
- f. illegibility of the bid; or
- security of bid data. g.

A bid transmitted electronically constitutes the formal bid of the Bidder and must be submitted in accordance with Section 05 of 2003 (2023-06-08) Standard Instructions - Goods or Services -Competitive Requirements.

The RCMP has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed 5MB. Zip files or links to bid documents will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the RCMP e-mail system. A bid transmitted by e-mail that gets blocked by the RCMP e-mail system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, Bidders should:

- Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- Unless otherwise noted, Bidders are encouraged to submit bids electronically. If hard copies are required, Bidders should:
  - use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as a. originating from a sustainably-managed forest and containing minimum 30% recycled content; and
  - use an environmentally-preferable format including black and white printing b. instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: **Technical Bid**

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

#### Section II: **Financial Bid**

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

#### 3.1.1 **Electronic Payment of Invoices – Bid**

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

If Annex C 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.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

#### 4.1.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

### 4.1.1.1 Mandatory Technical Evaluation Criteria

Mandatory Technical Criteria (MTC)		
Criteria #		MET/ NOT MET & COMMENTS

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MTC 1	The Bidder must provide a photo or drawing representations of their products being offered as described at Annex A of this solicitation.  To demonstrate compliance with MTC 1, the photo representations 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 a photo representation of the finishes being offered for the seat upholstery options.  An electronic soft copy in *.pdf format must be submitted and be readable by Canada.	
MTC 3	Technical Bids must include a written description detailing how the chairs offered meet each technical criteria in the Chair Builder Tables where a preference has been selected.	

Please note: For technical criteria where a preference has not been selected in the chair builder documents, bidders may choose to detail which technical criteria option is being offered. However, this is not mandatory only for those technical criteria marked as no preference.

#### 4.1.2 Financial Evaluation

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

#### 4.2 Basis of Selection

The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

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.

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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 <a href="Employment and Social">Employment and Social</a>
<a href="Development Canada">Development Canada</a> (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.

### 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

The following security requirements apply to and form part of the Contract:

The installers must have a valid RCMP security clearance at Facility Access 2 – Escort Required to perform the work.

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#### 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	inis 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 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:

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- 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 <u>Criminal Code</u> or the <u>Immigration and Refugee Protection Act</u>: <u>Criminal Code</u>
  - 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

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#### 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: Rosalee Parsons

Title: Regional Procurement Officer Royal Canadian Mounted Police Procurement and Contracting Branch

Telephone: 902-720-5112

E-mail address: rosalee.parsons@rcmp-grc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 6.5.2 Project Authority

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

Name:	
Title:	_
Organization:	<del>-</del>
Address:	<del></del>
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

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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

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.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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## **Certifications and Additional Information**

#### 6.8.1 Compliance

6.8

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 [to be completed at contract award].

#### 6.10 **Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement of the SA E60PQ-120001;
- (b) the Articles of this Agreement;
- (c) the general conditions 2010A (2022-12-01) – General Conditions: Goods (Medium Complexity);
- (d) Annex A, Requirement;
- Annex B, Basis of Payment; (e)
- the Contractor's bid dated (f)

#### 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.

#### Canada's Facilities to Accommodate the Delivery 6.12

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.

Solicitation No. - N° de l'invitation M4000-01384B Client Ref. No. - N° de réf. du client Amd. No. - N° de la modif. File No. - N° du dossier

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

#### **SACC Manual Clauses**

SACC Manual clause <u>B7500C</u> (2006-06-16), Excess Goods

SACC Manual clause A9068C (2010-01-11), Government Site Regulations SACC Manual clause B6802C (2007-11-30), Government Property

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

CHAIR BUILDER for E60PQ-120001/H version 1

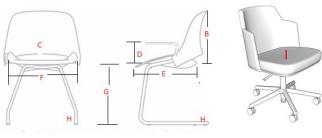




CHAIR TYPE:		Quantity Required: 19 Rotary Chair Type 1			
* ROTARY CHAIR  ROTARY STOOL					
Instru	Instructions to Users:				
•	Choose the attributes $(\square \rightarrow *)$ that must be included for				
•	your requirement. Use 1 builder per type of chair.  Note: if more than 1 "*" is chosen then all attributes will be considered acceptable for the requirement.				

	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	☐ Standard (up to	to 275 lbs) * Large-occupant (275+ lbs up to 400 lbs)		
	Usage	☐ Single shift	<b>*</b> 24/7 (3 cor	ntinuous working shifts, 7 days a week)	1.5.2 1.7.1.3
Α	Headrest	□ No	☐ Yes (adjustable)	* No preference	2.1.13
В	Backrest Height	☐ Standard	☐ High	* No preference	2.1.7
С	Lumbar Support	☐ Fixed position	* Adjustable (by user)	☐ Self-Adjusting mechanism ☐ No preference	2.1.6
D	Armrests	* Adjustable	<ul> <li>Height Adjustment</li> <li>Lateral Adjustment</li> <li>Fully Articulating</li> </ul>	Armrest Style:  ★ T-arm (DD) → □ Fixed ★ Adjustable  □ Cantilever □ T-arm □ Cantilever □ Loop □ No preference	2.1.10
		* Adjustable	7	1-am	
E	Seat Depth	☐ Fixed position	☐ Shallow ☐ Mediur	m 🔲 Deep	2.1.2
F	Seat Width	* Standard based	on weight capacity chos	en above	2.1.3
				2.2.2	
G	Seat Height	Rotary Chair * Adjustable – standard range		2.1.4	
		Rotary Stool	Adjustable <b>★</b> Multifunction □ \$	Cynahra Tilt	
		Rotary Chair	<ul><li>Multifunction ☐ Synchro Tilt ☐ Unison Tilt ☐ Weight Sensitive</li><li>☐ No preference</li></ul>		
H Tilt Mechanism			,		
ī	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:   carpet * hard surfaces			2.1.11
L	Footrest (rotary stools only)	☐ integrated fixed	height $\square$ adjustable	height	2.1.12
		Backrest:	♣ Upholstery ☐ No	on-upholstery (ie. flexible plastic)	
	Finishes	Seat:	<b>★</b> Upholstery ☐ Non-upholstery (ie. flexible plastic) ☐ Mesh Material		
		Base Frame:	☐ Metal <b>*</b> Plastic		
	Labelling and			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	
ı	Additional Criteria  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.				

# OFFICEFURNITURE SA PROGRAMS



Side Chair Chair

## Rotary Guest

## **CHAIR TYPE Quantity Required:** \* SIDE CHAIR 2 □ ROTARY GUEST CHAIR Instructions to Users: • Choose the attributes $(\square \rightarrow \clubsuit)$ that must be included for

- your requirement. Use 1 builder per type of chair.

  Note: if more than 1 "\*" is chosen then all attributes will be considered acceptable for the requirement.

Criteria		Requirement Choices		
	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	
В	Backrest Height	* Standard as fixed based on chair type chosen above	2.3.7 2.3.8	
С	Lumbar Support	☐ Yes (fixed position) ☐ No * No preference	2.3.6	
D Armrests * Yes (fixed po		<b>*</b> Yes (fixed position)       →       Style: □ Cantilever □ T-arm □ Closed or Loop <b>*</b> No preference	2.3.10	
		□ No		
E &F	Seat Width & Depth	* Standard as fixed	2.3.2	
G	Seat Height	Fixed (side chair OR rotary guest chair)  Height Adjustable (rotary guest chair only)		
н	Leg Support	Side Chair: ★ 4 Post Legs ☐ Cantilever ☐ Sled → ★ Glides ☐ Casters	2.3.11	
		Rotary Guest Chair: ☐ 4 star base ☐ 5 star base → ☐ Glides ☐ Casters		
	Backrest-to-seat Angle	* Fixed angle		
	Seat Angle (rotary guest chair only)	<ul><li><b>★</b> Fixed</li><li>☐ Adjustable with tilt mechanism</li></ul>		
Stacking		☐ Stacking (vertical) ☐ Nesting (horizontal) ☐ Non-stacking * No preference	2.3.12	
Finishes		Backrest:   # Upholstery □ Wood □ Plastic □ Mesh □ Other: (specify)		
		Seat:   # Upholstery □ Wood □ Plastic □ Mesh □ Other: (specify)	2.3.13	
		Base Frame:   ★ Plastic □ Wood □ Metal ( ie. wired)		
Additional Criteria  @ Annex A.  > Specify here if a storage  > May also request additional		<ul><li>@ Annex A.</li><li>➢ Specify here if a storage trolly must also be provided with product.</li></ul>		



# OFFICEFURNITURE SA PROGRAMS



CHAIR TYPE:		Quantity Required: 2 Rotary Chair Type 2		
<b>*</b> RO	TARY CHAIR	Rotary Orian Type 2		
☐ ROTARY STOOL				
_				
Instructions to Users:				
•	Choose the attributes $(\square \rightarrow *)$ that must be included for			
	your requirement. Use 1 builder per type of chair.			
•	Note: if more than 1 "*" is chosen then all attributes will be considered acceptable for the requirement			

	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.				
	Weight Capacity	☐ Standard (up to 275 lbs)				
	Usage	☐ Single shift	le shift			
A	Headrest	□ No	☐ Yes (adjustable) * No preference	2.1.13		
В	Backrest Height	☐ Standard	☐ High <b>*</b> No preference	2.1.7		
С	Lumbar Support	☐ Fixed position	sition   Adjustable (by user)   Self-Adjusting mechanism * No preference			
D	Armrests	* Adjustable	★ Height Adjustment Armrest Style:   ★ Lateral Adjustment ★ T-arm (DD) → Fixed ★ Adjustable    Cantilever	2.1.10		
		Fixed	→ T-arm □ Cantilever □ Loop □ No preference			
E	Seat Depth	* Adjustable  □ Fixed position	2			
F	Seat Width	* Standard based	itandard based on weight capacity chosen above			
G Seat Height   Rotary Chair   ★ Adjustable – standard range   Adjustable - low range		2.1.4				
•	Scat Fieight	Rotary Stool	Adjustable			
н	Tilt Mechanism	Rotary Chair	<ul><li>Multifunction ☐ Synchro Tilt ☐ Unison Tilt ☐ Weight Sensitive</li><li>☐ No preference</li></ul>			
"		Rotary Stool	<ul><li>☐ Multifunction</li><li>☐ Synchro Tilt</li><li>☐ Unison Tilt</li><li>☐ Weight Sensitive</li><li>☐ Fixed Back</li><li>☐ No preference</li></ul>	2.1.8		
ı	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: acarpet * hard surfaces 2.1.1				
L	Footrest (rotary stools only)	☐ integrated fixed	height   adjustable height	2.1.12		
		Backrest:	<b>❖</b> Upholstery ☐ Non-upholstery (ie. flexible plastic) ☐ Mesh Material			
Finishes		Seat:	<b>★</b> Upholstery □ Non-upholstery (ie. flexible plastic) □ Mesh Material			
		Base Frame:	☐ Metal <b>*</b> Plastic			
Labelling and Instructions		* All chairs must be provided with labelling and instructions				
		If applicable, please specify further details (that are within the scope of the specifications) into the Additional Criteria below.				
Additional Criteria		@ Annex A  ➤ May also re	Criteria must be generic, <b>not</b> Supplier specific and cannot contradict the RFSA Technical Specific.  Equest additional information such as photo representations of products being offered or included our tones or listing of finish offerings available to be provided prior to contract award.			

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ANNEX B **BASIS OF PAYMENT** 

# 1. Procurement Strategy ☐ Subcategory 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".

BIDDER TO COMPLETE SECTION B - SUPPLIER'S BID IN ITS ENTIRETY.

## **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 Type 1 for delivery to Kingston Detachment	11		\$	\$
A2	Rotary Chair Type 1 for delivery to Wolfville Detachment	6		\$	\$
A3	Rotary Chair Type 1 for delivery to New Minas Detachment	2		\$	\$
A4	Side Chair for delivery to New Minas Detachment	2		\$	\$
A5	Rotary Chair Type 2 for delivery to New Minas Detachment	2		\$	\$
		•		Product Sub-total:	\$

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Table 2 - Delivery

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

(Gtarrata)	Section A - IU REQ	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	Kingston Detachment 1684 Maple St. Kingston NS B0P 1R0	To be determined (TBD)	Normal	: weeks  Standard Lead time is between 6-10 weeks for furniture delivery and installation.	\$
A2	Wolfville Detachment 363 Main St. Wolfville NS B4P 1C4	TBD	Normal	: weeks  Standard Lead time is between 6-10 weeks for furniture delivery and installation.	\$
A3 & A4 & A5	New Minas Detachment 3388 Commercial St. New Minas NS B4N 3C4	TBD	Normal	: weeks  Standard Lead time is between 6-10 weeks for furniture delivery and installation.	\$
*Normal B	*Normal Business Hours 8:00 – 17:00, as per SA, Annex A, article 5				\$
the finalize supplier. C	**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.				

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## Table 3 – Installation

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

	Section A - IU REQ	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	Kingston Detachment 1684 Maple St. Kingston NS B0P 1R0	TBD	Normal	: weeks from date of supply and delivery  Standard Lead time is between 6-10 weeks for furniture delivery and installation.	\$
A2	Wolfville Detachment 363 Main St. Wolfville NS B4P 1C4	TBD	Normal	: weeks from date of supply and delivery  Standard Lead time is between 6-10 weeks for furniture delivery and installation.	\$
A3 & A4 & A5	New Minas Detachment 3388 Commercial St. New Minas NS B4N 3C4	TBD	Normal	: weeks from date of supply and delivery  Standard Lead time is between 6-10 weeks for furniture delivery and installation.	\$
*Normal Business Hours 8:00 – 17:00, as per SA, Annex A, article 5  **The Project Authority (PA) will provide the supplier the authority to proceed prior to the finalized installation date taking into consideration the installation time provided by the supplier. Canada will not be responsible if the supplier chooses to proceed without the PA authorization.			Installation Total:	\$	

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Table 4 – Optional Product 
☐ Not Applicable

Table 5 – Optional Delivery 
☐ Not Applicable

Table 6 – Optional Installation 
☐ Not Applicable

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

1.	Standard Finishes				
1.1	IU is to 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 cho	oices for each of the product(s) in Annex A.			
	The Contractor wil	The Contractor will deliver the products corresponding to Canada's choice of specific finishes(s). No additional charge			
	will be applied to Canada.				
2.		s to Accommodate the Delivery			
		yees and subcontractors requiring access to the site must adhere to the health and safety plans established for the			
		ny laws in effect in the jurisdiction where the work is being performed.			
		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			
	master schedule.	must be provided in the timeframe prescribed in order to ensure that the supply, delivery and installation of the furniture aligns with the			
2.1		Loading Dock/Location			
Α	Location	All 3 detachments			
В	Dock	There is no dock.			
С	Lift	There is no lift.			
D	Door	Standard size door			
E	Freight Elevator	There is no freight elevator.			
F	Other (specify, if	All chairs are to be delivered to the main floor and will remain on the main floor.			
	any)				
3.	Continuance of Ce	ertifications			
		s 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 t				
	ork Spaces.				
	Canada may request copies of environmental certification(s) prior to contract award within a time period specified by the				
3.1	Identified User.				
3.1	Integrity Provision	s r's Program for Employment Equity			
3.4	Product Conforma				
3.4					
3.5	Price Certification (In accordance with the SA, Part 6B)				

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**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	Optional Product Total (Table 4) (Applicable if Option is exercised)	Not applicable
5	Optional Delivery Total (Table 5) (Applicable if Option is exercised)	Not applicable
6	Optional Installation Total (Table 6) (Applicable if Option is exercised)	Not applicable
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]	\$

<sup>\*</sup> 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 #:	

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## ANNEX C TO PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS

The Bidde	r 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).