Title - Sujet

Signature

RETURN BIDS TO: RETOURNER LES SOUMISSIONS A :

Bid Receiving/Réception des soumissions

BY POST OR COURRIER

Procurement and Material Management C Division

Royal Canadian Mounted Police

ATTN: Susie Dias

4225, Dorchester, Westmount, QC H3Z 1V5

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Royal Canadian Mounted Police

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

Proposition aux : Gendarmerie royale du 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 appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaires:

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT NE COMPORTE AUCUNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

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services	n of Goods and — Voir aux prés		– Destina	ation	s des biens et
Instruction See herein	ns — Voir aux prés	sentes			
Adresser t	nquiries to – coute demande – susie.dias@ro	_		à	
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Date

Date





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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Statement of Requirement

The Contractor must provide the goods in accordance with the Statement of Requirement at Annex A.

1.3 Debriefings

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

1.4 Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the <u>Recourse Mechanisms</u> page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the <u>Office of the Procurement Ombudsman (OPO)</u>.

https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms

http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html

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.

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as a reference to RCMP or its Minister.

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> (2020-08-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 120 days

2.1.1 SACC Manual Clauses

<u>B4024T</u> (2020-01-01), No Substitute Products

B1000T (2020-06-24), Condition of Material – Bid

2.2 Submission of Bids

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 epost Connect service.

Due to the nature of the bid solicitation, bids transmitted by facsimile or email 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 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 Quebec.

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 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: corporate accounting@rcmp-grc.gc.ca



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders submit their bids in separately bound sections as follows:

Section I: Technical Bid 3 hard copies
Section II: Financial Bid 1 hard copies
Certification 1 hard copies

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

Canada requests that bidders follow the format instructions described below in the preparation of their hard copy bid:

- a. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b. use a numbering system that corresponds to the bid solicitation.

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:

- 1. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2. use an environmentally-preferable format including black and white printing 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 in Annex B.

3.1.1 Exchange Rate

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

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b. An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The proposal must meet all the mandatory technical criteria set out in Annex C.

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-28), Evaluation of Price-Bid

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



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 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 specified will render the bid non-responsive.

5.1.1 Integrity Provisions

In accordance with the section titled Information to be provided when bidding, contracting, or entering into a real property agreement subject to the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process:

- Declaration of Convicted Offences Integrity Declaration Form (as applicable)
- Required Documentation (List of names for integrity verification form)

Please see the <u>Forms for the Integrity Regime</u> website for further details (http://www.tpsqc-pwqsc.qc.ca/ci-if/formulaires-forms-eng.html).

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) — Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.1.3 Independent Bid Determination

The attached Certificate of Independent Bid Determination has been developed by the federal Competition Bureau for use by the Contacting Authority when calling for bids, tenders or quotations. The intention of this documentation is to deter bid-rigging by requiring bidders to disclose, to the Contracting Authority, all material facts about any



communications and arrangements which the bidder has entered into with competitors regarding the call for tenders.



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

There is no security requirement applicable to the Contract.

6.2 Statement of Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex A.

6.2.1 Optional Goods

A0070C (2007-11-30), Optional Goods

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before March 31, 2023 by sending a written notice to the Contractor.

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.

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

6.3.1 General Conditions

<u>2010A</u> (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

The period of the Contract is from date of Contract to March 31 2023 inclusive

6.4.1 Period of the Contract

A9009C (2008-12-12), Option to extend the contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period(s) under the same conditions.



The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment

6.4.2 Delivery Date

All the deliverables must be received on or before March 31 2022.

6.4.3 Delivery Points

Delivery of the requirement will be made to the delivery point specified at Annex A of the Contract.

6.4.5 Delivery, Inspection and Acceptance

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

- a. Free on Board (Destination) common carrier 4225 Dorchester, Westmount, Quebec, H3Z 1V5 shipments from the United States government; or
- b. Delivered Duty Paid (DDP) 4225 Dorchester, Westmount, Quebec, H3Z 1V5 Incoterms 2000 for shipments from a commercial contractor.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Susie Dias

Title: Procurement Officer Royal Canadian Mounted Police

Directorate: Procurement Material Management

Address: 4225 Dorchester, Westmount (QC), H3Z 1V5

Telephone: 514-939-8388, ext. 3134

Facsimile: 514-283-6475

E-mail address: susie.dias@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 follow

Name: TO FOLLOW Title: _____



·			
			

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the 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.

6.5.3 Contractor's Representative

Name: <i>TO FOLI</i>	LOW	
Title:	_	
Organization:		
Address:		
Telephone:		
Facsimile:		
F-mail address:		

6.6 Payment

6.6.1 Basis of Payment – Unit Price firm

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B-Basis of payment for a cost of \$ _____ (amount to be inserted at contract award. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 SACC Manual Clause

H1000C (2008-05-12), Single payment

6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

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

6.8 Certifications and Additional Information

6.8.1 Compliance



Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Québec.

6.10 Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions <u>2010A</u> (2020-05-28), General Conditions Goods (Medium Complexity);
- c) Annex A, Statement of Requirement;
- d) Annex B, Basis of Payment;
- e) the Contractor's bid dated

6.11 Procurement Ombudsman

6.11.1 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the OPO website.

6.11.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

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

ANNEX A - STATEMENT OF REQUIREMENTS

1. BACKGROUND AND CONTEXT

The Royal Canadian Mounted Police (RCMP) "C" Division needs to purchase 12 (twelve) self-contained breathing apparatus (SCBA) G1 model manufactured by MSA.

The RCMP "C" Division already has MSA equipment which the Clandestine Lab Enforcement and Response Team uses for dismantling clandestine laboratories. It has identified that parts of this equipment are old and should be replaced. It is mandatory that the equipment must be MSA brand, in order that everything remains efficient.

2. DELIVERY

The Equipment specified in Section 3 of the SOR must be received on or before 2022-03-31 at the Clandestine Lab Enforcement and Response Team at the RCMP "C" Division Headquarters, on 4225 Dorchester Blvd. Westmount (Qc) H3Z 1V5.

3. FIRM REQUIREMENTS

The Contractor must provide the RCMP with 12 self-contained breathing apparatus G1 Model from MSA Brand with the following specifications:

	Description of goods	Quantity	Msa product code
3.1	Harness and Self-Contained Breathing Apparatus / MSA G1 SCBA (MSA brand) Telemetry included Cylinder Connection Quick Connect Remote Con Emergency Breathing Support (No PASS tele.) Speaker Module	12	G1FS448MA2C0LJR
3.2	Small Nose Cup **Full-Face Mask Respirator / G1 Facepiece in different sizes (MSA brand) 4 pt Adjustable Harness	4	MSA product code 10156458
3.3	Medium Nose Cup **Full-Face Mask Respirator / G1 Facepiece in different sizes (MSA brand) 4 pt Adjustable Harness	20	MSA product code: 10156459
3.4	Large Nose Cup **Full-Face Mask Respirator / G1 Facepiece in different sizes (MSA brand) 4 pt Adjustable Harness	6	MSA product code 10156460
3.5	Self-Contained Breathing Apparatus (SCBA) / AirMaXX.(MSA brand) G1 SCBA Cylinders for Quick-Connect 4500 psig 60 min	8	MSA product code 10175710
3.6	MSA G1 SCBA Rechargeable Battery G1 Smart Charger	1	MSA product code 10158385
3.7	MSA HUB Fire Service - US (MSA brand)	1	MSA product code 10197700
3.8	M7 Control Module Reader / M7 ID Tag Writer (MSA brand)	1	MSA product code 10083876
3.9	M7 ID Tags (MSA brand)	10	MSA product code 10083875



4. OPTIONAL REQUIREMENT

The Contractor grants to Canada the irrevocable option to acquire additional quantities as specified below of under the same terms and conditions and at the price(s) in the resulting contract.

	Description of goods	Quantity	Msa product code
4.1	Harness and Self-Contained Breathing Apparatus / MSA G1 SCBA (MSA brand) Telemetry included Cylinder Connection Quick Connect Remote Con Emergency Breathing Support (No PASS tele.) Speaker Module	12	G1FS448MA2C0LJR
4.2	Small Nose Cup **Full-Face Mask Respirator / G1 Facepiece in different sizes (MSA brand) 4 pt Adjustable Harness	4	MSA product code 10156458
4.3	Medium Nose Cup **Full-Face Mask Respirator / G1 Facepiece in different sizes (MSA brand) 4 pt Adjustable Harness	20	MSA product code: 10156459
4.4	Large Nose Cup **Full-Face Mask Respirator / G1 Facepiece in different sizes (MSA brand) 4 pt Adjustable Harness	6	MSA product code 10156460
4.5	Self-Contained Breathing Apparatus (SCBA) / AirMaXX.(MSA brand) G1 SCBA Cylinders for Quick-Connect 4500 psig 60 min	8	MSA product code 10175710
4.6	MSA G1 SCBA Rechargeable Battery G1 Smart Charger	1	MSA product code 10158385
4.7	MSA HUB Fire Service - US (MSA brand)	1	MSA product code 10197700
4.8	M7 Control Module Reader / M7 ID Tag Writer (MSA brand)	1	MSA product code 10083876
4.9	M7 ID Tags (MSA brand)	10	MSA product code 10083875

5. Manual and service

- **5.1** The Contractor must provide a lifetime warranty period for the equipment, according to conditions of sale and terms offered by the MSA brand.
- **5.2** The Contractor warrants that the manuals must be complete and shall meet all the requirements of the equipment requested.
- 5.3 The Contractor must deliver 1 Operation and Technical Manual with the delivery of each item as described in Section 3 Requirement in both hard and soft copy. The manuals must be delivered in English and French as existing commercial off-the-shelf manuals. All electronic copies must be in Adobe PDF format delivered on a CD or DVD.

ANNEX B - BASIS OF PAYMENT

Prices shown are in Canadian dollars, applicable taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

1. FIRM QUANTITIES

Quantity	Product code	Unit price	Total price (Quantity * Unit Price)
12	Product code MSA A-G1FS448MA2C0LJR	\$	\$
4	Small Product code MSA 10156458	\$	\$
20	Medium Product code MSA 10156459	\$	\$
6	Large Product code MSA 10156460	\$	\$
8	Product code MSA 10175710	\$	\$
1	Product code MSA 10158385	\$	\$
1	Product code MSA 10197700	\$	\$
1	Product code MSA 10083876	\$	\$
10	Product code MSA 10083875	\$	\$
		Total Price	\$

2. OPTIONAL QUANTITIES

Quantity	Product code	Unit price	Total price (Quantity * Unit Price)
12	Product code MSA A-G1FS448MA2C0LJR	\$	\$
4	Small Product code MSA 10156458	\$	\$
20	Medium Product code MSA 10156459	\$	\$
6	Large Product code MSA 10156460	\$	\$
8	Product code MSA 10175710	\$	\$
1	Product code MSA 10158385	\$	\$
1	Product code MSA 10197700	\$	\$
1	Product code MSA 10083876	\$	\$
10	Product code MSA 10083875	\$	\$
		Total Price	\$



valuation purposes only :	
price	
Bidders must submit firm prices for all items l	listed in ANNEX "A".
Total Evaluated Price = Total Price of Table	
mation for tenderers:	
1. Company name: 2. Name of the person in charge (in block let)	ters):
Signature person in charge	Date

ANNEX C - MANDATORY TECHNICAL CRITERIAS

1. Instructions

- 1.1 Bidders must include a minimum of three (3) copies of the descriptive literature of the make and model of the item(s) offered in sufficient detail to clearly indicate compliance with each of the individual requirements from the specifications detailed herein.
- **1.2** Bidders should note that websites will not be accepted.
- **1.3** Bidders should specifically cross reference where this specification is located within technical data sheets or brochure. When published documentation does not demonstrate compliance, a written narrative demonstrating compliance will be accepted.
- 1.4 Bids which do not meet all of the technical Specifications listed below will be deemed noncompliant and given no further consideration.

2. Mandatory Evaluation Criteria

	Mandatory criteria	Meets	Does not meet	Page no./proposal reference
M1	The Bidder must demonstrate, using product brochures and other literature, they can provide the requested products specified in the Statement of Work.			
M2	The Bidder must demonstrate by providing a copy of a letter from MSA that they are an authorized distributor of MSA products.			

ANNEX D - CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:
(Corporate Name of Recipient of this Submission)
for:(Name and Number of Bid and Project)
in response to the call or request (hereinafter "call") for bids made by:
(Name of Tendering Authority)
do hereby make the following statements that I certify to be true and complete in every respect:
I certify, on behalf of: that: (Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])
I have read and I understand the contents of this Certificate;
I understand that the accompanying bid will be disqualified if this Certificate is found not to be tru and complete in every respect;
I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
 each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
a. has been requested to submit a bid in response to this call for bids;b. could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
 a. the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor; b. the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;



- 7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. methods, factors or formulas used to calculate prices;
 - c. the intention or decision to submit, or not to submit, a bid; or
 - d. the submission of a bid which does not meet the specifications of the call for bids;

except as specifically disclosed pursuant to paragraph (6)(b) above;

- 8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- 9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)		
(Position Title)	(Date)	