



RETURN BIDS TO :
Canada Revenue Agency

Proposal to: Canada Revenue Agency

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 and/or attached hereto, the goods and/or services listed herein and on any attached sheets at the price(s) set out therefor.

Bidder's Legal Name and Address (ensure the Bidder's complete legal name is properly set out)

Bidder MUST identify below the name and title of the individual authorized to sign on behalf of the Bidder

Signature of authorized representative

Date (yyyy-mm-dd)

Name of authorized representative (print)

Title of authorized representative (print)

(____)_____
Telephone No.

(____)_____
Fax No.

E-mail address

REQUEST FOR PROPOSAL

Title Computer Forensic Analysis Workstations	
Solicitation No. 1000466281	Date (yyyy-mm-dd)
Solicitation closes on February 14, 2024 (yyyy-mm-dd) at 2:00 P.M.	Time zone EST Eastern Standard Time
Contracting Authority Name: Chelsea Fournier, Senior Supply Business Analyst E-mail address : Chelsea.fournier2@cra-arc.qc.ca	
Telephone No. (343) 552-1398	
Fax No. NA	
Destination See herein	



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Request for Proposal (RFP)

Title: Computer Forensic Analysis Workstations

Part 1 General Information

1.1 Introduction

The solicitation is divided into six parts plus appendices and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the solicitation;
- Part 3 Proposal Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation and Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications to be submitted with the bid and before contract award;
- Appendix 1: Mandatory Criteria;
- Appendix 3: Financial Proposal;
- Part 6 Model Contract: includes the clauses and conditions and any annexes that will apply to any resulting contract;
- Annex A: Statement of Work;
- Annex B: Basis of Payment.



1.2 Summary

The Canada Revenue Agency (CRA) has a requirement for the supply, delivery and installation of seven (7) computer forensic analysis workstations to two CRA locations in Ontario. The Contractor must complete delivery and installation of all products within 12 weeks from contract award.

It is the CRA's intention to award one contract to fulfill the requirement.

The process to submit bids to the CRA has changed and now involves opening a Connect conversation through the Connect service. To submit a bid using the Connect service, the Bidder must send as early as possible, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the Bid Receiving Unit requesting to open a Connect conversation. Requests to open a Connect conversation received after that time may not be answered. In the email, the Bidder must include the name and email address of all individuals who need to participate in the Connect conversation. For more details see Section 2.2.1 Revisions to Standard Instructions 2003.

Conditional Set-aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (which can be found at <https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658>).

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.

Promoting Accessibility

The [Accessible Canada Act](#) (the Act) received Royal Assent on June 21, 2019, and came into force on July 11, 2019, with the goal of ensuring the full and equal participation of all persons, especially persons with disabilities, in society. This is to be achieved through the progressive realization of a Canada without barriers, on or before January 1, 2040, particularly by the identification, removal and prevention of barriers in federal jurisdiction in the following priority areas:

- employment;
- the built environment (buildings and public spaces);



- information and communication technologies;
- communication, other than information and communication technologies;
- the procurement of goods, services and facilities;
- the design and delivery of programs and services; and
- transportation.

The Canada Revenue Agency (CRA) is fully committed to the Act’s goal of making Canada barrier-free by January 1, 2040. Following consultations with persons with disabilities, their caregivers, and CRA employees with disabilities concerning the accessibility barriers they have encountered with the CRA’s service offerings, the CRA published its first-ever [Accessibility Plan](#). The plan outlines concrete actions that the CRA will take to identify, remove and prevent accessibility barriers across its programs and services over the next three years.

In keeping with the CRA’s Accessibility Plan, and in order to comply with the Act, we are taking steps to procure accessible goods and services in support of the delivery of CRA programs and services. For example, the CRA has adopted the [accessibility requirements for information and communication technology \(ICT\) products and services](#) as outlined in the Harmonised European Standard EN 301 549 v3.1.2 (2021). Compliance with this standard must be demonstrated as part of all applicable CRA ICT solicitations and resulting contracts.

The CRA continues to explore ways to ensure all other goods and services procured are inclusive by design and accessible by default. As this initiative is intended to take place progressively, suppliers should anticipate that, over time, the accessibility requirements in the CRA’s procurement contracts will evolve and may become more demanding.

Accessibility questions or concerns?

The CRA invites suppliers to identify any accessibility concerns with this solicitation document or any of the associated requirements. Please address your concerns to the contracting authority identified in this RFP.

1.3 Glossary of Terms

TERM	DEFINITION
CRA	Canada Revenue Agency
DDP	Delivered Duty Paid
Proposal	A solicited submission by one party to supply certain goods or services. The word “proposal” is used interchangeably with “bid”
Solicitation	An act or instance of requesting proposals/bids on specific products and/or services.



TERM	DEFINITION
Tendering Authority	Canada Revenue Agency

1.4 Debriefings

Bidders may request a debriefing on the results of the solicitation process. Bidders should make the request to the Contracting Authority within ten (10) business days of receipt of the results of the solicitation process. The debriefing may be in writing, by telephone or in person.

1.5 Canadian International Trade Tribunal

As a general rule, a complaint regarding this procurement process must be filed with the Canadian International Trade Tribunal (the Tribunal) within 10 working days from the date on which a bidder becomes aware, or reasonably should have become aware, of a ground of complaint. Alternatively, within that time frame, a bidder may first choose to raise its ground of complaint by way of an objection to the CRA; if the CRA denies the relief being sought, a bidder may then file a complaint with the Tribunal within 10 working days of that denial. In certain exceptional circumstances, a 30-day time frame may be applicable for filing a complaint with the Tribunal. More information can be obtained on the Tribunal's Web site (which can be found at www.citt-tcce.gc.ca) or by contacting the Registrar of the Tribunal at 613-990-2452. Reference: section 6 of the Canadian International Trade Tribunal Procurement Inquiry Regulations (S.O.R./93-602).

Also consult [Bid Challenge and Recourse Mechanisms](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms) (which can be found at <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>)



Part 2 Bidder Instructions

2.1 Mandatory Requirements

Wherever the words “shall”, “must” and “will” appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement.

Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will receive no further consideration.

2.2 Standard Instructions, Clauses and Conditions A000T (2012-07-16)

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 issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website which can be found at <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

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

The standard instructions and conditions 2003 (2022-03-29) are incorporated by reference into and form part of the bid solicitation.

The following clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A3015T	Certifications	2014-06-26
C3011T	Exchange Rate Fluctuation	2013-11-06

2.2.1 Revisions to Standard Instructions 2003

Standard Instructions - Goods or Services – Competitive Requirements 2003 (2022-03-29) are revised as follows.

Section 01 titled “Integrity provisions– bid”, is deleted in its entirety and replaced with the following:

Section 01 Integrity provisions– bid

1. The *Supplier Integrity Directive* (SID) dated November 3, 2021, is incorporated by reference into, and forms a binding part of the bid solicitation. The Bidder must comply with the SID, which can be found on the Canada Revenue Agency’s website at <https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive-2.html>.
2. Under the SID, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is



suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The SID describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.

3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
 - a. by the time stated in the SID, all information required by the SID described under the heading "Mandatory Provision of Information"; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Forms for the Integrity Regime](#).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - a. it has read and understands the SID (which can be found at <https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive-2.html>)
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the SID, will or may result in a determination of ineligibility or suspension under the SID;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID;
 - e. none of the domestic criminal offences, and other circumstances, described in the SID that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes



after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the SID, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

Section 02 titled "Procurement Business Number", is hereby deleted in its entirety and replaced with:

Section 02 Procurement Business Number

Suppliers should obtain a Business Number (BN) before contract award. Suppliers may register for a BN online at <https://www.canada.ca/en/services/taxes/business-number.html>.

Section 03 titled "Standard instructions, clauses and conditions", "Pursuant to the Department of Public Works and Government Services Act (S.C. 1996, c.16)," is hereby deleted.

Section 05 titled "Submission of bids", paragraph 2d is deleted in its entirety and replaced with the following:

- d. send its bid only to the Canada Revenue Agency Bid Receiving Unit or to the address specified in the solicitation in Section 2.3.

Section 05 titled "Submission of bids" paragraph 4, delete sixty "60 days" and replace with "120 days".

Section 06, titled "Late bids", the reference to "PWGSC" is hereby deleted and replaced with "The CRA".

Section 07 titled "Delayed bids", all references to "PWGSC" are hereby deleted and replaced with "the CRA".

Section 08 titled "Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service" is deleted in its entirety and replaced with the following:

Section 08 Transmission by Connect

- a. Bids must be submitted by using the Connect service (which can be found at <https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/connect.page>) provided by the Canada Post Corporation.
- b. To submit a bid using the Connect service, the Bidder must send as early as possible, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the Bid Receiving Unit requesting to open a Connect conversation. Requests to open a Connect conversation received after that time may not be answered. In the email, the Bidder must include the name and email address of all individuals who need to participate in the Connect conversation.
- c. If the Bidder sends an email requesting a Connect conversation to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate a Connect



- conversation. The Connect conversation will create an email notification from the Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d. The bid solicitation number should be identified in the Connect message field of all electronic transfers.
 - e. It should be noted that the use of Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use 320 Queen St, Ottawa, ON K1A 1A2 in order to register for the Connect service.
 - f. For bids transmitted by the Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the Connect service.
 - g. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the Connect conversation. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
 - h. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when requesting a conversation in Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the Connect system.
 - i. A bid transmitted by the Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

Section 12 titled "Rejection of bid", delete subsections 1a and 1b in their entirety.

Section 20 titled "Further information", paragraph 2 is hereby deleted and replaced with the following: Enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid solicitation.

Section 21 titled "Code of Conduct for Procurement-bid", all references to "[Code of Conduct for Procurement](#)" are hereby deleted and replaced with CRA's "[Supplier Code of Conduct for Procurement](#)".

2.3 Submission of Proposals

When responding, the proposal MUST be delivered to the Bid Receiving Unit address indicated below by the time and date indicated on Page 1.

**BIDDERS ARE TO SUBMIT PROPOSALS TO:**

Canada Revenue Agency

Bid Receiving Unit

BRUg@cra-arc.gc.ca

Bids will not be accepted if emailed directly to this email address. This email address must be used to request that CRA open a Connect conversation, as detailed in Standard Instructions 2003. Bidders must not use their own licensing agreement for Connect to initiate a Connect conversation with CRA.

Bidders are hereby advised that the Bid Receiving Unit of CRA is available Monday to Friday inclusive, between the hours of 0830 and 1500 EST, excluding those days that the federal government observes as a holiday.

Due to the nature of this solicitation, electronic transmissions of a proposal by facsimile is not considered to be practical and therefore will not be accepted.

2.4 Communications - Solicitation Period SACC A0012T (2014-03-01)

All enquiries must be submitted to the Contracting Authority no later than five (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.

2.5 Applicable Laws SACC A9070T (2014-06-26)

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

The Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

2.6 Terms and Conditions

The Bidder hereby certifies compliance with and acceptance of all of the articles, clauses, terms and conditions contained or referenced in this Request for Proposal (RFP) and Statement of Work (SOW). Any modifications or conditional pricing by the Bidder, including deletions or additions to the articles, clauses, terms and conditions contained or referenced in this RFP and/or SOW will render the bid non-responsive and the bid will receive no further consideration.



Part 3 Proposal Preparation Instructions

3.1 Bid – Number of Copies CRA MODA0055T (2007-11-30)

Canada requests that bidders provide their bid in separate sections as follows:

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the Work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial

The bid's financial section should be submitted as a separate electronic document from the other bid sections. Bidders must submit their financial bid in accordance with the format outlined in Appendix 3: Financial Proposal.

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

3.2 Bid Format and Numbering System CRA MODA0054T (2007-11-30)

Canada requests that bidders use a numbering system corresponding to that of the bid solicitation.



Part 4 Evaluation and Selection

4.1 General

A committee composed of representatives of CRA will evaluate the proposals on behalf of the Agency. The services of independent consultants may be called upon to assist in the evaluation of, or in the validation of, specific aspects of the solution proposed. CRA reserves the right to engage any independent consultant, or use any Government resources, which it deems necessary to evaluate any proposal.

Proposals will be evaluated in accordance with the evaluation criteria identified in Appendix 1 and in conjunction with the Statement of Work (SOW). Bidders are encouraged to address these criteria in sufficient depth in their proposals to permit a full evaluation of their proposals. The onus is on the Bidder to demonstrate that it meets the requirements specified in the solicitation.

Bidders are advised that only listing experience without providing any supporting information to describe where and how such experience was obtained will not be considered to be demonstrated for the purpose of the evaluation. The Bidder should not assume that the evaluation team is necessarily cognizant of or knowledgeable about the experience and capabilities of the Bidder or any of the proposed resource(s); as such, any relevant experience must be demonstrated in the Bidders' written proposal.

The evaluation team will determine first if there are two or more bids with a valid PSIB certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, then all bids received will be evaluated.

4.2 Steps in the Evaluation Process

The selection process to determine the successful Bidder will be carried out as follows:

Notwithstanding Steps 1 and 2 below, in order to expedite the evaluation process, CRA reserves the right to conduct Step 3 - Evaluation of Financial Proposals concurrently with Steps 1 and 2. Should CRA elect to conduct Step 3 prior to the completion of Step 2, the information in the Financial Proposal will not be disclosed to the team evaluating the mandatory and rated sections until the completion of Steps 1 and 2. However, if the Contracting Authority is able to ascertain that a proposal is non-responsive by virtue of incomplete information or an error in the financial proposal, the Contracting Authority will advise the team evaluating the mandatory and rated sections that the proposal is not compliant and should no longer be considered. The concurrent evaluation of the financial proposal does not in any way construe compliance in Steps 1 and 2 despite the statement "All bids meeting the minimum thresholds in Step 2 will proceed to Step 3".

Bids will be ranked in accordance with the Selection Methodology.

Step 1 – Evaluation against Mandatory Criteria



All bids will be evaluated to determine if the mandatory requirements detailed in Appendix 1: Mandatory Criteria have been met. Only those bids meeting ALL mandatory requirements will then be evaluated in accordance with Step 2 below.

Step 2 – Evaluation against Point-Rated Criteria

Point-rated criteria do not apply to this requirement.

Step 3 – Evaluation of Financial Proposals

Only technically compliant bids meeting all of the requirements detailed in Steps 1 will be considered at this point.

Prices submitted will be evaluated to determine the bid evaluation price as defined in Appendix 3: Financial Proposal. Once the bid evaluation prices are determined under Step 3, the proposals will proceed to Step 4.

Bidders must provide a price, percentage, or weight, as applicable, for each item identified in the format specified in Appendix 3: Financial Proposal. Ranges (e.g., \$10-\$13) are not acceptable.

Step 4 – Basis of Selection

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

Step 5 – Conditions Precedent to Contract Award

i) Certifications and Additional Information:

The bidder recommended for award of a contract must meet the requirements provided in Part 5 “Certifications and Additional Information” of this RFP.

ii) Product Certification

The CRA may request that the Bidder provide all required supporting documentation, above and beyond that required to support Appendix 1: Mandatory Criteria, in order to demonstrate compliance of the proposed products configured in accordance with the general and detailed requirements outlined in Annex A and Annex A-1. Supporting documentation may include but is not limited to diagrams, product guides, and test reports. In the event that the CRA makes such a request, the Bidder must provide the Contracting Authority with the required documentation within five (5) business days.

Bidders are encouraged to submit their supporting documentation as soon as possible after the request by the Contracting Authority to provide every opportunity to ensure that all required information has been received by the end of the prescribed period. If desired, bidders may submit their supporting documentation with their bid at the time of bid closing.



Test reports must be no more than five (5) years old from the date of submission. When test reports are requested, the test results must indicate that the product has successfully passed each test listed.

All testing must be completed at an acceptable testing facility. An acceptable test facility is defined as an ISO 17025 accredited laboratory that is accredited by a nationally recognized body such as the Standards Council of Canada or the A2LA (American Association for Laboratory Accreditation), or is listed in the Canadian General Standards Board (CGSB) Laboratory Acceptance Program for the applicable scope of testing requested.

At a minimum, test results must include the following information:

- a) a title;
- b) name and address of laboratory;
- c) unique identification of the report (such as serial number);
- d) name and address of the client (where applicable);
- e) description and unambiguous identification of the test item;
- f) characterization and condition of the test item;
- g) date of receipt of the test item;
- h) date(s) of the performance of test;
- i) identification of the test methods used;
- j) any additions to, deviations from, or exclusions from the test methods (such as environmental conditions).

A list of the required test reports from Annex A-1 can be found below:

1. ANSI/BIFMA X5.5 – Desk Products
2. ANSI/BIFMA M7.1 - American National Standard For Office Furnishings - Standard Test Method for determining VOC Emissions from Office Furniture Systems, Components and Seating
3. BIFMA PD-1 – Mechanical Test Standards – Compiled Definitions
4. CAN/CGSB-44.227 Free-standing office desk/table, storage products and components

Failure to provide the necessary product information and test results within the specified timeline shall render the bid non-compliant, and the CRA will invite the Bidder with the next highest ranked responsive bid to participate in the test reports phase of the evaluation.

Bidders are invited to include their product information and test results within their bid.

Step 6 – Contract Entry

The Bidder with the highest ranked responsive bid and meeting all the requirements listed above 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 listed at 5.1 must be completed and submitted with the bid. Failure to submit the Certifications listed at 5.1 will render the bid non-responsive and the bid will receive no further consideration.

5.1 Certifications Required To Be Submitted At Time of Bid Closing

5.1.1 Joint Venture Certification

Only complete this certification if a joint venture is being proposed

The Bidder represents and warrants the following:

- a. The bidding entity is a contractual joint venture in accordance with the following definition. A "contractual joint venture" is an association of two or more parties who have entered into a written contract in which they have set out the terms under which they have agreed to combine their money, property, knowledge, skills, time or other resources in a joint business enterprise, sharing the profits and the losses and each having some degree of control over the enterprise.
- b. The name of the joint venture is: _____(if applicable).
- c. The members of the contractual joint venture are (the Bidder is to add lines to accommodate the names of all members of the joint venture, as necessary):

- d. The Business Numbers (BN) of each member of the contractual joint venture are as follows (the Bidder is to add lines for additional BNs, as necessary):

- e. The effective date of formation of the joint venture is: _____
- f. Each member of the joint venture has appointed and granted full authority to _____ (the "Lead Member") to act on behalf of all members as its representative for the purposes of executing documentation relating to the solicitation and any resulting contract.
- g. The joint venture is in effect as of the date of bid submission.

This Joint Venture Certification must be signed by each member of the joint venture.

The Joint Venture Certification shall be effective throughout the entire period of the Contract, including any exercised option period, if exercised. The CRA has the right to request documentation from the Bidder evidencing the existence of the contractual joint venture.

Signature of an authorized representative of each member of the joint venture



(the Bidder is to add signatory lines as necessary):

_____ Signature of Duly Authorized Representative	_____ Name of Individual (Please Print)	_____ Legal Name of Business Entity	_____ Date
--	---	---	---------------

_____ Signature of Duly Authorized Representative	_____ Name of Individual (Please Print)	_____ Legal Name of Business Entity	_____ Date
--	---	---	---------------

5.1.2 Certification of requirements for the Conditional Set-aside for Indigenous Business

This procurement may be conditionally set aside under the federal government Procurement Strategy for Indigenous Business (PSIB). If the certification below is not provided by the Bidder, the bid will be evaluated as being from a non-Indigenous business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see Eligibility for Indigenous procurement set aside and Procurement information for Indigenous business owners.

A bidder who submits, **under this program**, a bid or proposal in response to a solicitation must complete and submit this certification.

1.
 - i. I, _____ (*Name of duly authorized representative of business*) hereby certify that _____ (*Name of business*) meets, and shall continue to meet throughout the duration of the contract, the requirements for this program as set out in "Requirements for bidders in the Set-Aside Program for Indigenous Business", which document I have read and understand.
 - ii. The aforementioned business agrees to ensure that any subcontractor it engages with respect to the contract shall, if required, satisfy the requirements set out in "Requirements for bidders in the Set-Aside Program for Indigenous Business."
 - iii. The aforementioned business agrees to provide to ISC, immediately upon request, information to substantiate a subcontractor's compliance with this program.

2. Please check the applicable box:

- i. The aforementioned business is an Indigenous business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization, []

OR

- ii. The aforementioned business is a joint venture between 2 or more Indigenous businesses or an Indigenous business and a non-Indigenous business. []



3. The aforementioned business agrees to immediately furnish to ISC, such evidence as may be requested by ISC from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of ISC, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by ISC with respect to the certification.

4. It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the program or failing to produce satisfactory evidence to ISC regarding the requirements of the program, may include:

- forfeiture of the bid deposit
- retention of the holdback
- disqualification of the business from participating in future contracts under the program
- termination of the contract

In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the program, ISC may engage another contractor to complete the performance of the contract and any additional costs incurred by ISC shall, upon the request of ISC, be borne by the aforementioned business.

5. Date _____

Signature _____

Title (duly authorized representative of business) _____

For (name of business) _____

5.2 Certifications Precedent to Contract Award and Associated Information

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certification within the time frame provided will render the bid non responsive and the bid will receive no further consideration.

5.2.1 Integrity Provisions – Associated Information

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 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.2.2 Employment Equity

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](https://www.canada.ca/en/employment-social-)" list (<https://www.canada.ca/en/employment-social->



development/programs/employment-equity/federal-contractor-program.html#afed) available from [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

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

5.2.3 Former Public Servant CRA Mod A3025T 2014-06-26

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. Bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions:

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.



Former Public Servant in Receipt of a Pension:

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports.

Work Force Adjustment Directive:

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

YES () **NO** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

5.2.4 Vendor Reporting Information

The following information should be provided to enable CRA compliance with paragraph 221(1)(d) of the Income Tax Act, R.S.C. 1985, c.1 (5th Supp.) and report payments made to contractors under applicable services contracts (including contracts involving a mix of goods and services) on a T1204 Government Service Contract Payments slip.

For the purpose of this clause:

“Legal Name” means the name of the company, corporation or other entity constituted as a legal person under which this person exercises its rights and performs its obligations.



“Operating Name” means the name that is legally protected and used in the course of its business by a company, corporation or other entity legally constituted as a legal person, or by the individual.

The Bidder is requested to provide the following:

Legal Name: _____

Operating Name: _____

Address: _____

Payment/T1204 Address (if different) Payment address is same as above

City: _____

Province: _____

Postal Code: _____

Telephone: _____

Fax: _____

Type of Business (Select only one)

- Corporation
- Partnership
- Sole Proprietor
- Non-Profit Organization
- US or International Co.

All registered companies (excluding Non-Profit organizations and US or International companies) must provide their Goods and Services Tax (GST) or Business Number (BN). Additional details on how to obtain a BN can be found at: <http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html>

If the services will be rendered by an individual, please provide the Social Insurance Number (SIN).



Goods and Services Tax (GST)
Number:

Business Number (BN):

If a SIN number is being provided, the information will be requested by the Contracting Authority at time of contract award, with instructions on how to securely submit.

Social Insurance Number (SIN):

N/A Reason:

Note: If you select "N/A", then you must give a reason.

Date: _____

Name: _____

Signature: _____

(Signature of duly authorized representative of business)

Title: _____

(Title of duly authorized representative of business)

5.2.5 Certificate of Independent Bid Determination

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

Canada Revenue Agency

(Corporate Name of Recipient of this Submission)

for: **Computer Forensic Analysis Workstations 1000466281**

(Name of Project and Solicitation Number)

in response to the call or request (hereinafter "call") for bids made by:

Canada Revenue Agency

(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: _____
(Corporate Legal Name of Bidder or Tenderer [hereinafter "Bidder"])

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. 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;
5. 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 6a or 6b 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 6b 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 6b 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 6b above.

(Printed Name and Signature of Duly Authorized Agent of Bidder)

(Position Title)

(Date)



Appendices

**Appendix 1: Mandatory Criteria
Evaluation Procedures**

Bids will be evaluated in accordance with the process outlined in Part 4 Evaluation and Selection and all the mandatory evaluation criteria detailed below. Bids failing to demonstrate compliance to ALL mandatory requirements will be considered non-responsive and the bid will receive no further consideration.

Column A	Column B	Column C	Column D	Column E
Item	Section Identifier Mandatory Requirement	BIDDER USE ONLY Page Reference	CRA USE ONLY Met	CRA USE ONLY Not Met
M1	Proposal – General			
M1.1	The Bidder must be the manufacturer of the products proposed, or authorized by the manufacturer to resell the products proposed. If the Bidder is a reseller, the Bidder must provide a letter from the manufacturer certifying that the Bidder is an authorized reseller.			
M2	Ref: Statement of Work			
M2.1	The Bidder must indicate which workstations are being proposed in accordance with Annex A: Statement of Work. The Bidder must include: <ul style="list-style-type: none"> a list of the workstation models offered with the corresponding pictures (photos or otherwise) 			
M2.2	The Bidder must submit a copy of the corporate environmental policy statement for the manufacturer of the workstations in accordance with 3.4 “ Packaging and Transportation” of Annex A and 3.2 “ Product Required - Technical Bench System” bullet 5 of Annex A-1.			



Appendix 2: Point Rated Criteria

Point-rated criteria do not apply to this requirement.



Appendix 3: Financial Proposal

The Bidder must submit their financial proposal in accordance with the instructions below.

The prices specified include all of the requirements defined in Annex A: Statement of Work.

Bidders must quote a **firm unit price**, in Canadian Dollars, Delivered Duty Paid (DDP) Destination (5001 Yonge Street, North York, ON, M2N 6R9 and 5800 Hurontario St, Mississauga, ON, L5R 0B8), Customs Duties and Excise Taxes included, where applicable, GST/HST extra, as applicable, for the supply, delivery, and installation of seven (7) Computer Forensic Analysis Workstations as defined at Annex A: Statement of Work.

Shipments shall be consigned to the destinations specified in Annex A (DDP) (5001 Yonge Street, North York, ON, M2N 6R9 and 5800 Hurontario St, Mississauga, ON, L5R 0B8) Incoterms 2010 for shipments from a commercial supplier. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

Table A: Computer and Forensic Analysis Workstations

Item	Quantity (A)	Firm Unit Price (B)	Extended Total (C = A * B)
Workstations as defined at Annex A	7	\$ _____/unit	
Delivery (<u>5001 Yonge Street</u>)	1	\$ _____/lot	
Installation (<u>5001 Yonge Street, Ottawa, ON</u>)	1	\$ _____/lot	
Delivery (<u>5800 Hurontario Street, Ottawa, ON</u>)	1	\$ _____/lot	
Installation (<u>5800 Hurontario Street, Ottawa, ON</u>)	1	\$ _____/lot	
Bid evaluation price			\$ _____ Calculated as the sum of this Column C



Part 6 Model Contract

The following clauses and conditions apply to and form part of any contract resulting from the solicitation.

6.1 Revision of Departmental Name

Reference to the Minister of Public Works and Government Services or to Public Works and Government Services Canada contained in any term, condition or clause of the contract shall be interpreted as a reference to the Commissioner of Revenue or the Canada Revenue Agency, as the case may be, with the exception of the following clauses:

- a. Standard Clauses and Conditions.

6.2 Agency Restructuring

In cases where the Contracting Authority's department or agency is being reconfigured, absorbed by another government department or agency, or disbanded entirely, the Commissioner may, by giving notice to the Contractor, designate another Contracting Authority for all or part of the Contract.

6.3 Requirement

The Contractor must perform the Work in accordance with the Statement of Work (SOW) at Annex A, attached hereto and forming part of the Contract

6.3.1 Period of the Contract

The period of the Contract is from contract award to _____ inclusive (*Dates to be inserted at Contract award*).

6.4 Standard Clauses and Conditions SACC A0000C (2012-07-16)

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).

The Manual is available on the PWGSC Website which can be found at

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

The following Clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A2000C A2001C	Foreign Nationals (Canadian Contractor) OR Foreign Nationals (Foreign Contractor) <i>(to be determined at contract award)</i>	2006-06-16 2006-06-16
A9068C	Government Site Regulations	2010-01-11
B9028C	Access to Facilities and Equipment	2007-05-25
C6000C	Limitation of Price	2011-05-16



C2000C	Taxes – Foreign-based Contractor (<i>To be deleted at contract award if not applicable.</i>)	2007-11-30
C2605C	Canadian Customs Duties & Sales Tax– Foreign-based Contractor	2008-05-12
G1005C	Insurance	2008-05-12
H1001C	Multiple Payments	2008-05-12

6.5 General Conditions

2030 (2022-12-01) General Conditions – Higher Complexity - Goods, apply to and form part of the Contract.

Section 01 titled “Interpretation” the definition of "Canada", "Crown", "His Majesty" or "the Government" is hereby amended to read: "Canada", "Crown", "His Majesty" or "the Government" means His Majesty the King in right of Canada as represented by the Commissioner of the Canada Revenue Agency (CRA) and any other person duly authorized to act on behalf of the Commissioner.

Section 02 titled “Standard clauses and conditions” is hereby amended to delete the phrase “Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c. 16,” The remainder of Section 02 remains unchanged.

Section 22 titled “Warranty” is hereby deleted and replaced with:

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for 60 months inclusive (or the length of the manufacturer’s warranty, whichever is longer), the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance. With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.
2. In the event of a defect or non-conformance in any part of the Work during the warranty period, the Contractor, at the request of Canada to do so, must as soon as possible replace at its own expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.
3. The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement.
4. The Contractor is responsible for all costs associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection 3. The Contractor must pay the transportation cost associated with forwarding the replacement to the delivery point specified in the Contract or to another location directed by Canada.



5. The Contractor must remedy all data and reports pertaining to any replacement under this section, including revisions and updating of all affected data, manuals, publications, software and drawings called for under the Contract, at no cost to Canada.
6. If the Contractor fails to fulfill any obligation described in this section within a reasonable time of receiving a notice, Canada will have the right to remedy or to have remedied the defective or non-conforming work at the Contractor's expense. If Canada does not wish to replace the defective or non-conforming work, an equitable reduction will be made in the Contract Price.
7. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work replaced pursuant to subsection 2, for the greater of:
 - a. the warranty period remaining, including the extension, or
 - b. 90 days or such other period as may be specified for that purpose by agreement between the Parties.

Section 23 titled "Confidentiality",

Subsection 5 is hereby amended to delete "Public Works and Government Services (PWGSC)" and insert "Canada Revenue Agency (CRA)".

Subsection 6 is hereby amended to delete "PWGSC Industrial Security Manual and its supplements", and insert "Security Requirements for the Protection of Sensitive Information issued by the CRA, Security Branch".

The remainder of Section 23 remains unchanged.

Section 32 titled "Termination for convenience" subsection 2b is hereby amended to delete "in accordance with the profit provisions found in PWGSC Supply Manual section 10.65 Calculation of profit on negotiated contracts,".

Section 43 titled "Integrity provisions - contract" is hereby deleted in its entirety and replaced with:

The Supplier Integrity Directive (SID) incorporated by reference into the bid solicitation is incorporated into, and forms a binding part of the Contract. The Contractor must comply with the provisions of the SID, which can be found on the Canada Revenue Agency's website at <https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive-2.html>.

Section 45 titled "Code of Conduct for Procurement—Contract" is hereby deleted in its entirety and replaced with:

The Contractor agrees to comply with the CRA [Supplier Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.



Section 46 titled “Anti-forced labour requirements” is hereby amended to delete “PWGSC” and insert “CRA”.

6.6 Security Requirements

Contractor personnel must be escorted at all times while on CRA premises.

6.7 Authorities

6.7.1 Contracting Authority A1024C (2007-05-25)

The Contracting Authority for the Contract is:

Name: Chelsea Fournier

Telephone Number: 343-552-1398

E-mail address: chelsea.fournier2@cra-arc.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.

6.7.2 Project Authority A1022C (2007-05-25)

To be completed at the time of Contract award.

5001 Yonge Street:

Name:

Address:

Telephone Number:

E-mail Address:

5800 Hurontario Street:

Name:

Address:

Telephone Number:

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 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.

6.7.3 Contractor’s Representative

To be completed at the time of Contract award.



Name:
Address:
Telephone Number:
E-mail Address:

6.8 Delivery

All the deliverables must be received by the Project Authorities within 12 weeks from contract award.

6.9 Inspection and Acceptance

All deliverables under the Contract shall be subject to inspection and acceptance by the Project Authorities at destination.

6.10 Basis of Payment SACC C0207C (2013-04-25)

Refer to Annex B.

6.11 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 Project Authorities of the Contract, identified under the section entitled "Authorities", for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.12 Payment Process

At Canada's discretion the Contractor will be paid using direct depositor cheque.

At its sole discretion Canada may change the method of payment at any time during the period of the Contract, including any extension thereto, to one of the other payment methods stated above. All communications regarding the specific method of payment, including changes thereto, will be in writing via email as it's not Canada's desire to formally amend the Contract if the payment method is changed.

It is the sole responsibility of the Contractor to ensure that their organization is entitled to receive payment from the Government of Canada.

6.12.1 Payment by Direct Deposit

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2022-12-01) forming part of the Contract.



To complete or amend a direct deposit registration, the Contractor must complete the Vendor Electronic Payment Registration form accessible at: <https://www.canada.ca/en/revenue-agency/services/forms-publications/forms/rc231.html>

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2022-12-01) forming part of the Contract will not apply, until the Contractor corrects the matter.

6.12.2 Payment by Cheque (For foreign based Contractors. To be deleted if not applicable)

The Contractor shall accept Government of Canada cheques for the payment of goods and/or services described herein.

6.13 Certifications

The continuous compliance with the certifications provided by the Contractor and the ongoing cooperation in providing associated information are conditions of the Contract and are subject to verification by Canada during the entire period of the contract. If the Contractor does not comply with any certification, fails to provide the associated information, or it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.13.1 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC) - Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.14 Joint Venture (NOTE to bidders: to be deleted at contract award if not applicable)

If the Contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of the Contract.

In the case of a contractual joint venture, no dispute, claim or action for damages, whether based in contract, or in tort, or any other theory of law, howsoever arising from the Request for Proposal, Contract, or any other related or subsequently issued documents including without limitation Task Authorizations, Contract Amendments, may be commenced, or brought against the CRA, including without limitation any of its officers, employees or agents unless each member of the joint venture is a party to such dispute, claim, or action (as the case may be).

The Contractor shall obtain the prior written approval of the Contracting Authority to any change in the membership of a contractual joint venture after Contract Award. Any change in the membership of a



contractual joint venture after Contract Award without the prior written approval of the Contracting Authority shall be deemed to be default under the Contract.

The joint venture represents and warrants that it has appointed and granted full authority to _____ (*name to be inserted at Contract Award*), the "Lead Member", to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract, including but not limited to Contract Amendments and Task Authorizations.

In the event of a contractual joint venture, all payments due and owing to the joint venture shall be made by the Canada Revenue Agency to the Lead Member of the joint venture. Any such payment to the Lead Member of the joint venture shall be deemed to be payment to the joint venture and shall act as a release from all the members of the joint venture.

By giving notice to the Lead Member the Canada Revenue Agency will be deemed to have given notice to all the members of the joint venture.

6.15 Proactive Disclosure of Contracts with Former Public Servants CRA Mod A3025C 2013-03-21

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports.

6.16 Applicable Laws SACC A9070C (2014-06-26)

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

6.17 Priority of Documents SACC A9140C (2007-05-25)

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.

1. The Articles of Agreement;
2. The General Conditions (2030 (2022-12-01) General Conditions - Higher Complexity – Goods);
3. Annex A: Statement of Work;
4. Annex B: Basis of Payment;
5. The Contractor's proposal dated (*insert date of bid*), as amended on (*insert date(s) of amendment(s), if applicable*).

6.18 Alternative Dispute Resolution

NEGOTIATION FOLLOWED BY MANDATORY MEDIATION, THEN, IF NECESSARY BY ARBITRATION OR LITIGATION



The parties agree to meet, negotiate in good faith, and attempt to resolve, amicably, any dispute arising out of or related to the contract or any breach thereof.

If the parties are unable to resolve the dispute through negotiations within 10 working days, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected jointly by the parties. All costs shall be shared equally between the disputing parties.

If a dispute cannot be settled with a 15 calendar day period after the mediator has been appointed, or if the parties are unable to select a mediator within 15 calendar days of the date of provision of notice by one party to the other of the intention to proceed to mediation, or such longer period as agreed to by the parties, the parties shall have the right to resort to any remedies permitted by law, including but not limited to arbitration or litigation.

All defences based on the passage of time shall be tolled pending the termination of the mediation.

6.18.1 Procurement Ombudsman

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](#).

6.18.2 Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO 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](#).

6.19 Indigenous Business Certification (To be deleted at contract award if not applicable)

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the [Eligibility for Indigenous procurement set aside](#) requirements.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.



3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

6.20 Notification of Cyber Security Events

1. The Contractor shall provide written notice immediately upon discovery of a cyber security incident, breach, compromise, attack or cyber threat including without limitation: any activities that result in an adverse effect such as damage, disruption, unauthorized access to the Contractor's information technology system (the "IT System"), network, infrastructure, or data; malicious disruption or denial of service, (the "Cyber Incident").

The written notice shall be provided to the following:

- a. the Contracting Authority;
 - b. the CRA Cyber Security Operations Centre (CSOC) at cyberincident@cra-arc.gc.ca; and
 - c. the Canadian Centre for Cyber Security (CCCS) at cyberIncident@cyber.gc.ca.
2. The written notice shall include the following information about the Cyber Incident as soon as the information becomes available to the Contractor:
 - a. the date and time of the Cyber Incident;
 - b. the nature of the Cyber Incident;
 - c. identification of the compromised elements of IT Systems, network, data and infrastructure;
 - d. a statement as to the success of the Cyber Incident;
 - e. the extent of known or probable compromise to CRA information involved in the Cyber Incident;
 - f. the actions the Contractor is taking or will take to contain the Cyber Incident and limit further impact caused by the Cyber Incident including timeframes for implementing such actions;
 - g. a description of any information which was or may have been accessed or compromised as such information may impact or will impact the CRA; and
 - h. any further or other information as may be reasonably requested by the CRA to assist the CRA in ensuring the security of its IT Systems, network, infrastructure, and data.
 3. The Contractor must provide the CRA with ongoing updates on the status of the Cyber Incident as such may impact CRA including without limitation its IT Systems, network, infrastructure or data until such time as the vulnerabilities have been remedied and must provide such further and other information regarding the Cyber Incident(s) as may be reasonably requested by the CRA.
 4. The information provided by the Contractor to the CRA under this section must be treated as confidential information by the CRA and will be disclosed only to those CRA employees and contractors as may be reasonably necessary to ensure the protection of the CRA's IT Systems, network, infrastructure, or data, and to the Canadian Centre for Cyber Security.



5. Failure to provide notice to the CRA under this section may, in the CRA's sole discretion, result in termination of this Agreement in accordance with General Conditions "Default by the Contractor".



Annexes

The following Annexes apply to and form part of the Contract:

Annex A: Statement of Work

Annex A-1: Product Requirements

Annex A-2: Delivery and Installation Schedule

Annex B: Basis of Payment



Annex A: Statement of Work

1. Introduction

- .1 The Canada Revenue Agency (CRA), on behalf of Criminal Investigation Directorate, has a requirement for the supply, delivery and installation of seven computer forensic analysis workstations.

2. Scope

- .1 The Contractor must supply, deliver, and install the products and coordinate with the Project Authorities or General Contractor responsible for construction on site. The Contractor is responsible for supplying all necessary components, hardware, connectors and supports required for a complete installation of the required furniture.
- .2 All products including accessories must be from the same manufacturer.

3. General Requirements

- .1 Schedule
 - .1 Delivery of the workstations must be coordinated with the schedule for construction at the project site.
 - .2 The Contractor must coordinate the furniture delivery with the Project Authorities (PA).
- .2 Building Access
 - .1 The Contractor must comply with building access and delivery requirements outlined in Annex A-2.
- .3 Finish Selection
 - .1 Finishes will be selected by the Project Authority in accordance with the manufacturer's standard offerings.
- .4 Packaging and Transportation
 - .1 Corrugated containers used must contain at least 80% recycled content paper fibre.
 - .2 The Contractor must implement, as a minimum, one or a combination of the following:
 - .1 Products to be shipped in bulk (e.g. can be disassembled into parts at source, packed more densely for shipping and reassembled on site);
 - .2 Packaging is recyclable and/or bio-degradable;
 - .3 Packaging is returnable to the supplier/shipper; or
 - .4 Packaging is reusable.

4. Product Technical Requirements



- .1 Products must be compliant with the technical and design requirements in Annex A-1 Product Technical Requirements.
- .2 All testing must be completed at an acceptable testing facility. An acceptable test facility is defined as an ISO 17025 accredited laboratory that is accredited by a nationally recognized body such as the Standards Council of Canada or the A2LA (American Association for Laboratory Accreditation), or is listed in the Canadian General Standards Board (CGSB) Laboratory Acceptance Program for the applicable scope of testing requested.
- .3 Test reports must be no more than five (5) years old from the date of submission..



Annex A-1: Product Requirements

1. Reference Standards and Test Requirements

- .1 Products must be compliant with the following list of standards and testing requirements, as appropriate.
- .2 American National Standards Institute (ANSI) / Business and International Furniture Manufacturers Association (BIFMA International)
 - .1 ANSI/BIFMA X5.5 – Desk Products
 - .2 ANSI/BIFMA M7.1 - American National Standard For Office Furnishings - Standard Test Method for determining VOC Emissions from Office Furniture Systems, Components and Seating.
- .3 Business and Institutional Furniture Manufacturers Association (BIFMA)
 - .1 BIFMA PD-1 - Mechanical Test Standards - Compiled Definitions
- .4 Canadian General Standards Board (CGSB)
 - .1 CAN/CGSB-44.227 Free-standing office desk/table, storage products and components.

2. Product Required - Technical Bench System

- .1 General:
 - .1 System must be an integrated, modular design incorporating lower and upper bench frames, user-adjustable work surfaces, adjustable shelving, and related accessories, such as for power distribution and cable management.
 - .2 All products and components must comply with the requirements of the last published version of CAN/CGSB 44.227, unless otherwise specified. This includes, among others, successful mechanical testing for safety and performance per ANSI/BIFMA X5.5.
 - .3 Dimensions indicated are nominal. Outside of the measurement tolerances in CAN/CGSB 44.227, the following variances are permitted:
 - .1 Horizontal surfaces: up to 51 mm (2 in.) narrower in width and 25 mm (1 in.) shallower in depth.
 - .2 Overall footprint: up to 51 mm (2 in.) narrower in width and 25 mm (1 in.) shallower in depth.
 - .3 Overall height: plus or minus 51 mm (2 in.) for overall height of the unit including the upper frame.
 - .4 Products must comply with emissions testing requirements in accordance with ANSI/BIFMA M7.1.
 - .5 All wood used in the manufacture of products offered must originate from a sustainably managed forest as certified by Canadian Standards Association (CSA), Forest



Stewardship Council (FSC), Program for the Endorsement of Forest Certification (PEFC) or Sustainable Forestry Initiative (SFI).

.2 Lower Bench frames:

- .1 heavy-duty modular steel frames of sizes indicated below, complete with full-length painted steel foot-rest bar and full-length horizontal reinforcing back panel;
- .2 when the frame is fully assembled with work surfaces, workstations must fit within an overall footprint of 1829mm (72 in.) wide x 762mm (30 in.) deep.
- .3 frames must be painted steel and formed of vertical and horizontal sections with welded gussets and stiffeners;
- .4 vertical sections must be slotted in increments no greater than 38 mm (1.5 in.) for attaching shelves, storage or accessories
- .5 supports must be supplied with heavy-duty glides with minimum 25mm levelling adjustment

.3 Upper Bench frames:

- .1 heavy-duty modular steel frames must be supplied in widths and depths that must match the lower bench frames, and with a maximum overall height of 1829 mm (72 in.).
- .2 frames must be formed of vertical and horizontal painted steel sections. Vertical sections must be slotted in increments no greater than 38 mm (1.5 in.) for attaching shelves, storage or accessories.
- .3 frames must be supplied with steel rear insert panels
- .4 frames must be supplied with a metal slatwall panel no less than 200 mm (8 in.) high and no less than 1524 mm (60 in.) wide for mounting of accessories (such as lighting, trays or monitor arms)
- .5 Upper frames with all attached shelves and accessory options must be designed to move in tandem with the vertical adjustment of the primary work surface.

.4 Surfaces:

- .1 the primary work surface must provide up to 300lbs (136 Kg) of weight bearing capacity
- .2 horizontal surfaces (including primary work surface and input device support surfaces, if applicable) must have rounded edges and corners
- .3 work surfaces must have two (2) grommets 75 mm (3 in.) in diameter at the rear of the surface designed to work with cable management
- .4 the primary work surface must be finished with Electrostatic Dissipative (ESD) high-pressure laminate (HPL) with matching polymer edge banding
- .5 the primary work surface must be continuously height adjustable by the user and be designed to support seated or standing computer work.
 - .1 when the primary work surface is intended to serve as the input device support surface for computer work, the surface must be adjustable from 610 mm (24 in.) or less up to 1168 mm (46 in.) or more, measured from the top of the work surface to the floor.

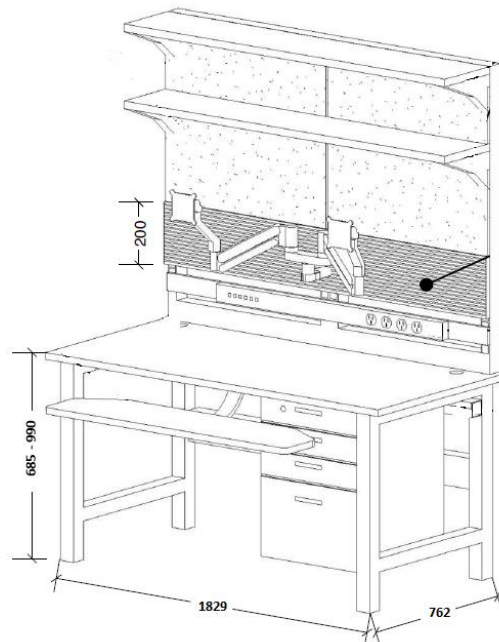


- .2 when an add-on input device support surface is provided, the primary work surface must be continuously adjustable from 686 mm (27 in.) or less up to 1092 mm (43 in.) or more, measured from the top of the work surface to the floor.
- .6 when provided, add-on input device support surfaces must:
 - .1 be a minimum of 10 inches deep and 27 inches wide
 - .2 have a continuous height adjustment at least 127 mm (5 in.) below and at least 76 mm (3 in.) above the primary work surface
 - .3 have a continuous tilt adjustment of at least +/- 5 degrees
 - .4 be designed with features to prevent the unintended movement of input devices
 - .5 include a removable palm rest that measures the full width of the support surface and no less than 51mm (2 in.) depth.
- .5 Shelves:
 - .1 two (2) shelves must be supplied for each workstation
 - .2 shelves must be at least as wide as the frame, and have a useable depth of no less than 300 mm (12 in.) and no more than 381 mm (15 in.) deep
 - .3 shelves must be removable by the end user without the use of unsupplied tools, and must have a minimum weight capacity of 80 kg (175 lbs).
 - .4 shelves must be finished with high-pressure laminate (HPL) and matching rounded polymer edge banding
- .6 Accessories:
 - .1 The following integrated accessories must be provided for each workstation:
 - .1 one (1) painted steel horizontal cable ducts for attachment to frames and with slotted openings for wire passage, that extends the full width of the frame
 - .2 two (2) covers for the 75mm diameter grommets
 - .3 one (1) modular service bar to accommodate electrical receptacles and communication connections. Service bars must be installable by the user to the upper or lower steel bench frames or the primary work surface by way of purpose-designed brackets. Each service bar must have a minimum of 4 x 110V receptacles, fully grounded, 2 x 15A total capacity, with a power cord no less than 1500mm (60 in.) length, molded cord cap and face plates for six (6) modular communications connectors
 - .4 two (2) fully articulating, monitor arms, each monitor arm capable of supporting one monitor of up to 762mm (30 in.) diagonal
 - .1 vertical adjustment range of no less than 241 mm (9.5 in.), continuously adjustable by the user
 - .2 horizontal depth adjustment of no less than 406 mm (16 in.) measured from the base of the swivel rotation center when the arm is fully extended towards the user that is continuously adjustable by the user
 - .3 the articulation of the monitor arm must allow the monitor to tilt at least 10 degrees upwards and 30 degrees downwards, swivel side to side (yaw angle)



180 degrees each side, and rotate 90 degrees in either direction to allow a change from portrait or landscape orientation.

- .4 minimum weight capacity of 8 kg
 - .5 VESA standard monitor attachment plates of both sizes (75mm (2.9in) x 75mm (2.9in) or 100mm (3.9in) x 100mm (3.9in), including hardware
 - .6 hardware for attachment as appropriate (for example, slatwall attachment or clamp mount)
- .7 Finishes:
- .1 All laminate finishes must meet the requirements for high-pressure laminate horizontal work surfaces in section 5 of CAN/CGSB 44.227, including:
 - .1 Gloss
 - .2 Abrasion Resistance
 - .3 Colour Stability
 - .4 Impact Resistance
 - .2 The paint finish of metal components must meet the requirements for non-wood painted "other" surfaces in section 5 of CAN/CGSB 44.227, including:
 - .1 Finish Hardness
 - .2 Colour Stability
 - .3 Paint Adhesion
- .8 Sample Workstation
- .1 A sample image of the workstation can be found below :





Annex A-2: Delivery and Installation Schedule

1. Delivery and Installation Schedule

- .1 The Contractor must complete supply, delivery, and installation of all products within 12 weeks from contract award.

2. Delivery Instructions

- .1 Deliveries must occur during normal business hours. The Contractor must confirm schedule and coordinate with the Project Authorities.
- .2 All deliveries must be through loading dock only; pedestrian entrances may not be used. Access to the loading dock must be coordinated with the Project Authorities.
- .3 Five (5) desks must be delivered to 5001 Yonge Street, North York, ON, M2N 6R9 and two (2) desks must be delivered to 5800 Hurontario Street, Mississauga, ON, M2N 6R9.

3. Loading Dock Information

a. 5001 Yonge Street, North York, ON, M2N 6R9

- .1 Hours of operation: 7:00 am – 6:00 pm
- .2 Doors
 - .1 Door 1: 6680 x 4318mm, with dock leveler

b. 5800 Hurontario Street, Mississauga, ON, M2N 6R9

- .1 Hours of operation: 7:00 am – 5:00 pm
- .2 Doors:
 - .1 Door 1: 2438 x 3048mm, with dock leveler

4. Freight Elevator Information

a. 5001 Yonge Street, North York, ON, M2N 6R9

- .1 Approx. Size – REAR DOOR: 2134 x 1270mm
- .2 Approx. Size – CAB: 1829 x 1676 x 2489mm
- .3 Capacity: maximum 2270 kg

b. 5800 Hurontario, Mississauga, ON, M2N 6R9

- .1 Approx. Size: 1829 x 1219mm
- .2 Capacity: maximum 1600 kg



Annex B: Basis of Payment

1.0 5001 Yonge Street, Ottawa, ON

The Contractor shall be paid a firm unit price in Canadian Dollars, DDP Destination (5001 Yonge St, North York, ON, M2N 6P6 and 5800 Hurontario St, Mississauga, ON, L5R 0B8), Customs Duties and Excise Taxes included, where applicable, GST/HST extra, as applicable, including transportation, for the supply and delivery of seven (7) Computer Forensic Analysis Workstations in accordance with Annex A: Statement of Work.

Shipments shall be consigned to the destination specified in Annex A and Delivered Duty Paid (DDP) (5001 Yonge St, North York, ON, M2N 6P6 and 5800 Hurontario St, Mississauga, ON, L5R 0B8) Incoterms 2010 for shipments from a commercial supplier.

The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes, where applicable.

Table A: Computer and Forensic Analysis Workstations

Item	Quantity (A)	Firm Unit Price (B)	Extended Cost (C = A * B)
Workstations as defined at Annex A	7	\$ _____/Unit	
Delivery (<u>5001 Yonge Street</u>)	1	\$ _____/lot	
Installation (<u>5001 Yonge Street</u>)	1	\$ _____/lot	
Delivery (<u>5800 Hurontario Street</u>)	1	\$ _____/lot	
Installation (<u>5800 Hurontario Street</u>)	1	\$ _____/lot	
Extended Cost Total			
HST (13%)			
Total Cost			