

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St./11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

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: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Title - Sujet Storage Cabinets	
Solicitation No. - N° de l'invitation 45045-120050/A	Date 2013-01-25
Client Reference No. - N° de référence du client 76751-12-0022	
GETS Reference No. - N° de référence de SEAG PW-\$\$PQ-424-62041	
File No. - N° de dossier pq424.45045-120050	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-02-20	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Duchesneau, Jean	Buyer Id - Id de l'acheteur pq424
Telephone No. - N° de téléphone (819) 956-0406 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: STATISTICS CANADA RECEIVING AT JEAN TALON BLDG LOADING DOCK PARKDALE AVE OTTAWA Ontario K1A0T6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

Issuing Office - Bureau de distribution
Furniture Division/Division des produits de l'ameublement
11 Laurier St. / 11, rue Laurier
6B1, Place du Portage
Gatineau
Québec
K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

This requirement is for the supply, delivery and installation of Personal Metal Storage Cabinets for Department of Public Works and Government Services of Canada located in Gatineau, Quebec in accordance with the requirement at Annex A.

3. Set-aside Under the Federal Government's Procurement Strategy for Aboriginal Business (PSAB)

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business.

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

4. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2012-11-19) 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: sixty (60) days

Insert: one hundred and twenty (120) days

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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 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* (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- b) use an environmentally-preferable format including black and white printing instead of color printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs 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 Annex B - Basis of Payment and with Part 6, article 6.1 and the requirements of this solicitation. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

Bidders are to completed the Pricing Schedule of Annex B - Basis of Payment.

- 1.1 SACC Manual Clauses: C3011T (2010-01-11) Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

Unless otherwise stated herein, all information must be submitted with the bid.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

	Mandatory Technical Specifications Criteria (MTS) Personal Metal Storage Cabinets
MTS1	<p><u>MTS1.1</u></p> <p>The Bidder's products corresponding to the sub test below must have successfully have passed the following tests:</p> <p>2.1 Personal Storage Metal Cabinets 610mm (24in.) wide x 610mm (24 in.) Deep x 1295 - 1372mm (51 - 54in.) High, being offered at Annex B - Basis of Payment. Sub tests 4.2 and 4.3 from section 4 - Unit Strength Test of ANSI/BIFMA X5.9-2004 or X5.9-2012.</p> <p>2.2 - Must be available in left and right hand swing. TO CLARIFY: The face of a right hand swing is to be a mirror image of a left hand swing and vice versa.</p> <p><u>MTS1.2</u></p> <p>To demonstrate compliance with MTS1.1, the Bidder must submit the test report(s) in soft copy, in a CD/DVD format written in Adobe Acrobat PDF version 7 or older, or hard copy.</p>

1.2 Financial Evaluation

SACC Manual Clause A0220T(2007-05-25), Evaluation of Price

Evaluation of Price - The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, DDP destination, Canadian customs duties and excise taxes included.

2. 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.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting their parties. Canada will declare non-responsive any bid in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names 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 will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

2. Additional Certifications Precedent to Contract Award

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 so inform the Bidder and provide the Bidder with a time frame within which to

meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Federal Contractor's Program

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a.() is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b.() is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c.() is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- d.() has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

2.2 Product Conformance

The Offeror certifies that all the products offered conform, and will continue to conform throughout the duration of the Contract, to all specifications of, and meet the testing requirements detailed in, Part 6, Annex A.

Supplier's Signature

3. Set-aside for Aboriginal Business

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4, Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.

3.1. The Bidder:

- (i) certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- (ii) agrees that any subcontractor it engages under any resulting contract must satisfy the Requirements described in the above-mentioned annex; and
- (iii) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3.2 The Bidder must check the applicable box below:

- (i) () The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- (ii) () The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

3.3 The Bidder must check the applicable box below:

- (i) () The Aboriginal business has fewer than six full-time employees.

OR

- (ii) () The Aboriginal business has six or more full-time employees. Further information on the FCP is available on the HRSDC Web site.

3.4 The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

3.5 By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

4. Canadian Content Certification**4.1 SACC Manual clause A3050T (2010-01-11) Canadian Content Definition.**

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with this requirement.

2. Requirement

This requirement is for the supply, delivery and installation of Personal Metal Storage Cabinets for Statistics Canada located in Ottawa, Ontario in accordance with the requirement at Annex A.

3. Standard Clauses and Conditions

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

3.1 General Conditions

1. 2010A (2012-11-19), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

DELETE: The warranty period will be twelve (12) months

INSERT: The warranty period will be ten (10) years with the exception of user adjustable components, which must have a warranty of five (5) years.

Section 9 entitled Warranty of general conditions 2010A is amended by deleting subsection 2 in its entirety and replacing it with the following:

2. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

4. Term of Contract

4.1 Period of the Contract

4.1.1 Delivery Date & Installation

The contractor must perform the Work in accordance with Annex A, commencing from the date of Contract.

Delivery Date : on or before Friday, May 10, 2013 (Contractor to give two days notice prior to delivery).

Installation Date to be determined : Installation to be completed by May 27th, 2013 or sooner. Statistics Canada to confirm installation date after contract award.

4.2 Delivery and Installation schedule instructions and loading dock limitations

Delivery and Installation are to be completed during regular working hours as defined below:

- Monday to Friday: from 8:00am to 4:00pm
- Loading Dock can accommodate a 35' trailer bumper to bumper.
- Time from loading dock to freight elevator - approximately two (2) minutes walk.
- Cabinets will have to be on dollies.
- A freight elevator is available for the the delivery of products.
- Size of freight elevator :
 - 66.5"W x 63"D (hand rail to hand rail) (1689mm x 1600mm)
 - 74"W x 67"D (wall to wall) (1880mm x 1702mm)
 - Ceiling Height Front area: 106"H at front, 130"H at back (2692mm and 3302mm)
 - Door opening: 42"W x 84"H (1168.4mm x 2133.6)
- Each Storage unit (wardrobe) to be place and levelled in each workstation (total 108 work stations).

The site contact for the delivery will be _____ (to be inserted at Contract Award), who will escort the installers on site.

The Contractor is to advise the delivery and installation schedule with the Technical Authority at least two weeks in advance of accessing the delivery location.

The Contractor is to provide catalogue of product after contract award.

Solicitation No. - N° de l'invitation

45045-120050/A

Client Ref. No. - N° de réf. du client

76751-12-0022

Amd. No. - N° de la modif.

File No. - N° du dossier

pq42445045-120050

Buyer ID - Id de l'acheteur

pq424

CCC No./N° CCC - FMS No/ N° VME

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jean Duchesneau
Furniture Division
Public Works and Government Services Canada
Commercial & Consumer Products Directorate / CASM Sector
11 Laurier, Portage III, 6B3, Gatineau, QC, K1A 0S5

Telephone: 819-956-0406
Facsimile: 819-956-5706
Email: jean.duchesneau@tpsgc-pwgsc.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.

5.2 Technical Authority

The Technical Authority for the Contract is: (will be confirmed at Contract Award)

The Technical Authority named above 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 Technical Authority, however the Technical 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.

5.3 Contractor's Representative (to be completed by Bidder)

Name: _____
Telephone: _____
Facsimile: _____
E-mail Address: _____

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, for a cost of \$ _____ (**to be inserted at Contract award**). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

6.2 Single Payment

SACC Manual clause H1000C(2008-05-12) Single Payment

6.3 T1204 - Direct Request by Customer Department

SACC Manual clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department

7. Invoicing Instructions

7.1 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.

7.2 Invoices must be distributed as follows:

- (a) The original and two (2) copies must be forwarded to the address shown on page 1 of the contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section Entitled "Authorities" of the Contract.

7.3 The invoice must contain the following:

Name and Address of the consignee
 Item/reference number, deliverable and/or quantity or description of work
 Contact/purchase order serial number and financial codes
 All separate charges detailed individually
 Invoice total
 Client Reference Number (CRN)
 The contractor's Vendor Code or Procurement Business Number (PBN)
 Company GST Registration Number

Invoices are not to be submitted prior to the shipment or delivery of the goods and services and all invoices must have original signatures and be stamped as ``Original``.

Payment will not be authorised until all material and services have been inspected and accepted by the Technical Authority.

8. Certifications

8.1 Product Conformance Certification

The Contractor warrants that the Product Conformance Certification submitted by the Contractor is accurate and complete, and that the products provided under this Contract are in accordance with Annex A - Purchase Description. The contractor must keep proper records and documentation relating to the product conformance and the Testing Requirements in Annex A. The Contractor must not, without obtaining the prior written consent of the Contracting Authority, dispose of any such records or documentation until the expire of the Contract or the expiry date of the Warranty, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts.

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

In addition, the Contractor must provide representatives of the Contracting Authority (CA) access to all locations where any part of the Work is being performed at any time during working hours. Representatives of the CA may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of the CA may reasonably require for the carrying out of the inspection, which may also include the submission of test reporting documentation as listed in Annex A. The Contractor must forward such test pieces and samples to such person or location as the representatives of the CA specifies.

8.2 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid 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.

8.3 Canadian Content Certification

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause A3050T.

2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) 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, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

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

9. Applicable Laws

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

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 2010A (2012-11-19) General Conditions - Goods (Medium Complexity);
- (c) Annex A, Purchase Description - Personal Metal Storage Cabinets;
- (d) Annex B, Basis of Payment;
- (e) The Contractor's bid dated _____ **(to be inserted at Contract award)**

11. SACC Manual Clauses

A9068C (2010-01-11) Government Site Regulations
B7500C (2006-06-16) Excess Goods
G1005C (2008-05-12) Insurance
A3000C (2012-05-16) Aboriginal Business Certification
A3050T (2010-01-11) Canadian Content Definition

12. Shipping Instructions

Ship to: Statistic Canada
150 Tunney'S Pasture Driveway,
Loading Dock,
Ottawa, Ontario
K1A 0T6

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

Delivered Duty Paid (DDP) Ottawa, Ontario Incoterms 2000 for shipments from a commercial contractor.

13. Installation Services

Installation services must be provided for the products offered. The minimum level of service required is detailed below. The Contractor must:

1. Receive, unload, store and transport all product/pieces to the staging and/or installation area;
2. Unpack all pieces and inspect product for shipping damage;
3. Install all products in accordance with the manufacturer's specifications;
4. Ensure all other products function properly and make minor adjustments/repairs;
5. Touch up all minor nicks and scratches on the furniture that may have occurred during installation;
6. Clean the product once installed;
7. Clean up installation site. The site must present a neat, orderly and workmanlike appearance at all times. This must be accomplished by the removal of scrap material, debris and the likes from the site, as frequently as is necessary, using a dumpster arranged for by the Contractor;
8. Upon completion of the installation and at the request of the Technical Authority, the Contractor (or his authorized representative) must walk through the installation area with the Technical Authority (or an authorized representative of the Technical Authority to verify the operating condition of all products in accordance with the Deficiency Procedures.

14. Deficiency Procedures

The Contractor must adhere to the following deficiency procedures;

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1. The Contractor must notify the Technical Authority when the installation is completed;
 2. The Technical Authority must arrange for the inspection with the Contractor;
 3. The inspection must take place no later than three business days after installation is completed;
 4. If the contract is for a phased installation, the walk-through inspection must take place no later than three business days after the completion of each phase;
 5. The Technical Authority, in consultation with the Contractor, must prepare the deficiency list documenting all problems in every installation area;
 6. The deficiency list must be forwarded by the Technical Authority to the Contractor;
 7. Within three business days of receipt of this deficiency list, the Contractor must complete all minor deficiencies and make all adjustments not requiring new parts;
 8. For all deficiencies other than those identified in point 7, the Contractor must submit the plan of action with delivery dates or completion dates within fourteen calendar days from receipt of the deficiency list from the Technical Authority and;
 9. The Contractor must notify the Technical Authority when all deficiencies have been completed. If the Technical Authority is satisfied with the deficiency corrections, the Technical Authority must provide the Contractor a final sign-off that the deficiencies have been satisfied.

Annex A **Purchase Description**

1.0 TITLE : Metal Storage Wardrobes for Statistics Canada

2.0 OBJECTIVE

To supply, deliver and install 108 metal storage wardrobes. This must be read in conjunction with the Canadian standards established for metal storage wardrobes set out in publication ANSI/BIFMA X5.9-2004 or ANSI/BIFMA X5.9-2012.

All products supplied must be new and from the same manufacturer.

3.0 PUBLICATIONS AND TEST METHODS

3.1 An acceptable test facility must conduct all ANSI/BIFMA performance testing and related test reports. An acceptable test facility is defined as a laboratory that is accredited by a national recognized body such as Standards Council of Canada, A2LA (American Association for

Laboratory Accreditation) or is listed on the Canadian General Standards Board (CGSB) Laboratory Acceptance Program for the applicable scope of testing.

3.1.2 Upon Canada's request, the Supplier must provide completed test reports to confirm compliance with the Testing Requirements. The test reports must be provided to the requester no later than the requested delivery date and at no additional charges to Canada. For each request, one copy of each report must be supplied in paper version or in CD/DVD format written in Adobe Acrobat PDF Version 9 or order, as requested by Canada.

3.2 Publications: All referenced publications or test are to the latest issued by the closing date of solicitation 45045-120050 unless otherwise indicated in the Annex.

3.3 Test methods must meet the following performance standards:

3.2.1 ANSI-BIFMA X5.9-2004

Or 3.2.2 ANSI/BIFMA X5.9-2012

4.0 TECHNICAL SPECIFICATIONS

4.1 STORAGE WARDROBES - 108 required

4.1.1 All storage must be metal with baked enamel or powder coat finish.

4.1.2 All storage units within a single workstation must be keyed alike.

4.1.3 Drawer glides must run smoothly and quietly and be equipped with safety catches to prevent accidental removal.

4.1.4 File drawers will include hanging rails to accommodate letter and legal file folders.

4.1.5 All storage within a single workstation must be keyed alike. There must be (2) keys provided for each locked unit. The minimum number of key combinations must be 50. A total of three (3) master keys is to be provided to the client.

4.1.6 Workmanship All finished storage cabinets must be uniform in quality, style, material and workmanship and be clean and free from any defects that may affect appearance, serviceability or safety.

4.1.7 All edges with which the user, public or persons maintaining the cabinets may come in contact with must have all corners and edges eased or radius.

4.1.8 Doors and drawers must fit squarely and evenly into the openings on all sides.

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- 4.1.9 Welds - All welds must be structurally sound, free from cracks and surface voids. They must be clean, smooth and uniform in appearance and free from scale, flux, trapped foreign matter or any other inclusions that may be detrimental to the application of the primer or final finish.
- 4.1.20 All storage within a single workstation must be metal, identical in finishes and provide a uniform appearance.
- 4.1.21 File drawers must be able to accommodate files of letter and legal sizes and all hardware required to suspend files must be included in each drawer.
- 4.1.22 All surfaces of the unit are to be smooth and covered entirely in a consistent, dust-free paint finish.
- 4.1.23 Metal personal storage cabinets must be available 610mm (24") deep, 610mm (24") in width by 1295mm (51 inches) to 1372mm (54 inches) in height.
- 4.1.24 Metal personal storage cabinets must be available in heights to match the height of the interconnecting panel system 1295mm (51 inches) to a maximum 1372mm (54 inches) high.
- 4.1.25 Metal personal storage cabinets must be comprised of the following: One (1) full height space to hang a coat complete with all hardware for coat hanging (metal hand rod preferred). One (1) adjustable shelf complete with door; and two 610mm (24") wide file drawers. File drawers must be able to accommodate files of letter and legal sizes. All hardware required to suspend files must be included in each drawer. Note: Overall dimension of metal personal storage cabinet must be 610mmW x 610mmD x 1295mm-1372mmH (24"x24"x51"-54")
- 4.1.26 Locks - Metal personal storage cabinets must be provided with three (3) locks; one (1) for the coat storage door, one (1) for the shelf door and one (1) for the file drawers. Two (2) keys must be provided.
- 4.1.27 Glides: Metal personal storage cabinets must be equipped with 4 glides with a minimum vertical adjustment of 38mm (1.5"). The glides must be adjustable from the interior of the cabinet.
- 4.1.28 Doors - Personal storage cabinet doors must be capable of opening a minimum of 110 degrees.
- 4.1.29 Personal storage cabinet doors must be available in both left and right hand swing. To clarify: LEFT HAND SWING (52 required) - When facing the cabinet the wardrobe section must be on the left side of the cabinet and the door must be left hand swing. RIGHT HAND SWING (56 required) - When facing the cabinet the wardrobe section must be on the right side of the cabinet and the door must be right hand swing.

4.1.30 Shelves - The personal storage cabinet shelves must be adjustable on increments of no more than 63.5 (2.5"). Shelves within the same cabinet compartment must be interchangeable and extend the full width and depth of the interior cabinet compartment.

4.1.31 Bumpers - Sound reducing bumpers must be provided where necessary to reduce noise either when opening or closing the doors/drawers of the personal storage cabinet.

4.1.32 Counterweights must be supplied and installed with personal storage cabinets when required through ANSI/BIFMA x 5.3 and ANSI/BIFMA x 5.9 compliancy.

4.1.33 Packaging being used must be designed to minimize waste. It must be disposed at an offsite location where it will be reused, recycled and/or recovered.

5.0 Environmental.

It is preferred but not mandatory that the furniture and its manufacturer meet the following criteria for environmental standards:

5.1 The manufacturer has ISO 14001 certification

5.2 All products bid have been Greenguard certified or equivalent (i.e. provide proof that products have been tested to ensure they emit Formaldehyde and VOC at levels required to comply with Greenguard standards)

5.3 All metal surfaces must be painted using a powder coat process

5.4 All packaging must be recyclable and a process is in place to ensure all waste is recycled

Solicitation No. - N° de l'invitation
45045-120050/A

Amd. No. - N° de la modif.
pq424

Buyer ID - Id de l'acheteur
pq424

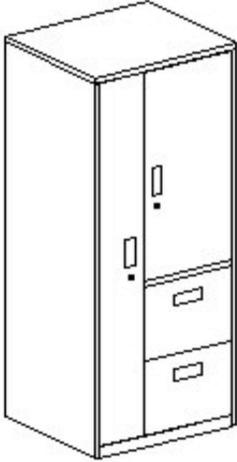
Client Ref. No. - N° de réf. du client
76751-12-0022

File No. - N° du dossier
pq42445045-120050

CCC No./N° CCC - FMS No/ N° VME

ANNEX B

BASIS OF PAYMENT

	<p>610MM Wide X 610MM Deep (24 inches W x 24 inches D)</p> <p>1295MM - 1372 MM High (51 - 54 inches)</p> <p>MUST MEET ANNEX A</p>
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	QTY	Model Number / Series
LEFT	52	
RIGHT	56	

FIRM LOT PRICE in Canadian Funds, (this will include everything in Annex A)	\$ _____
FIRM LOT PRICE FOR DELIVERY	\$ _____
FIRM LOT PRICE FOR INSTALLATION	\$ _____
GST or HST	\$ _____
TOTAL FIRM LOT PRICE: (supply, delivery, installation and applicable taxes)	\$ _____