

SET-ASIDE / ABORIGINAL BUSINESS

REQUEST FOR SUPPLY ARRANGEMENTS FREESTANDING FURNITURE

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Security Requirement
4. Canadian Content
5. Debriefings
6. Key Terms

PART 2 - SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Enquiries - Request for Supply Arrangements
3. Applicable Laws
4. Electronic Document
5. Regional Service or National Service

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

1. Arrangement Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection
3. Security Requirement

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Issuance of a Supply Arrangement

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Supply Arrangement
5. Authorities
6. Identified Users
7. On-going Opportunity for Qualification
8. Priority of Documents
9. Certifications

Solicitation No. - N° de l'invitation

E60PQ-090004/I

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pq930

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

E60PQ-090004

File No. - N° du dossier

pq930E60PQ-090004

CCC No./N° CCC - FMS No/ N° VME

10. Applicable Laws
11. SACC Manual Clauses
12. Point of Manufacture/Shipping
13. Regional or National Service
14. Shipping Instructions - Delivery at Destination
15. Transportation Costs
16. Deficiency Procedures
17. Installation Services
18. Acquisitions Branch Furniture Website

B. BID SOLICITATION

1. Bid Solicitation Documents
2. Bid Solicitation Process

C. RESULTING CONTRACT CLAUSES

1. General

List of Annexes:

- Annex A-1 Purchase Description PD1 (Category 2, 3 and 4)
- Annex A-2 Purchase Description PD3 (Category 1)
- Annex B - Product Listings
- Annex C - Bid Solicitation and Resulting Contract Template

PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts:

- (i) Part 1, General Information;
- (ii) Part 2, Supplier Instructions;
- (iii) Part 3, Arrangement Preparation Instructions;
- (iv) Part 4, Evaluation Procedures and Basis of Selection;
- (v) Part 5, Certifications, and
- (vi) Part 6:
 - 6A, Supply Arrangement,
 - 6B, Bid Solicitation,
 - 6C, Resulting Contract Clauses; and, the Annexes.

Part 1: provides a general description of the requirement;

Part 2: provides the instructions applicable to the clauses and conditions of the RFSA and states that the Supplier agrees to be bound by the clauses and conditions contained in all parts of the RFSA;

Part 3: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;

Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement, the security requirement, if applicable, and the basis of selection;

Part 5: includes the certifications to be provided;

Part 6A: includes the Supply Arrangement (SA) with the applicable clauses and conditions;

Part 6B: includes the instructions for the bid solicitation process within the scope of the SA;

Part 6C: includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include Purchase Descriptions, Product Listings and Bid Solicitation and Resulting Contract Template.

2. Summary

To establish Supply Arrangement(s) for Set-Aside Program for Aboriginal Business (SPAB) for the supply, delivery and installation of selected Freestanding Furniture. Suppliers must fulfill the requirement in accordance with Annexes A-1 and/or A-2 to be available for supply on a regional or national basis across Canada to any authorized representative of a Canadian Government Department or Departmental Corporation or an Agency Corporation, as these are defined in the *Financial Administration Act*, on an "as and when requested" basis, until the expiry date of the existing Supply Arrangement.

SAs will be issued to all suppliers meeting the evaluation criteria and representing responsive non-aboriginal suppliers for the same products. Suppliers will have the opportunity to qualify throughout the period of the Supply Arrangements.

2.1. Basket of Goods Products

The Basket of Good Products is a list of selected products that are mandatory for each supplier to include in their arrangement.

These products are separated into four Categories as follows:

- 1- Freestanding Office Desk Products and Components - Executive;
- 2- Freestanding Office Desk Products and Components - General Office - Fixed Height, Full Panel;
- 3- Freestanding Office Desk Products and Components - General Office - Fixed Height with Metal Legs;
- 4- Freestanding Office Desk Products and Components - General Office - Height Adjustable seated position).

An arrangement can be submitted for one Category or multiple Categories.

These products are the non-bolded products in the attached Product Listings at Annex B.

2.2 Additional Products

Additional Products are defined as products which enhance the function of the furniture having structural relationships and/or like construction of the Basket of Good Products. These products will be considered for inclusion in the Supply Arrangements providing a minimum of two suppliers offer comparable product(s).

These products are in bold in the attached Product Listings.

More Additional Products may be added to the Product Listings at the discretion of Canada. Suppliers will be notified of the additions and will be given the opportunity to submit their proposed product(s).

2.3 Two Phase Procurement Process

Phase 1:

Following the publication of this Request for Supply Arrangement (RFSA) through the Government Electronic Tendering System (GETS), Canada intends to issue Supply Arrangements to all suppliers representing responsive non-aboriginal suppliers for the same products in order to compile and maintain a national/regional list of qualified suppliers to be available to Identified Users for SA requirements.

Phase 2:

Solicitation No. - N° de l'invitation

E60PQ-090004/I

Amd. No. - N° de la modif.

File No. - N° du dossier

pq930E60PQ-090004

Buyer ID - Id de l'acheteur

pq930

CCC No./N° CCC - FMS No/ N° VME

E60PQ-090004

This phase will consist of the following tiers:

Tier 1: Requirements with a Total Estimated Value up to \$20,000.00 (including taxes).

Tier 2: Requirements with a Total Estimated Value of \$20,000.01 or more up to \$400,000.00 (including taxes).

Tier 3: Requirements with a Total Estimated Value of \$400,000.01 or more up to \$10,000,000.00 (including taxes).

Each tier has a specific process to follow. Refer to Part 6, section B, Bid Solicitation for more information.

2.4 Set-aside under the Procurement Strategy for Aboriginal Business

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

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

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

3. Security Requirement

Suppliers must ensure that the resources installing the furniture on their behalf have the appropriate security clearance.

If the Supplier does not have a Designated Organization Screening (DOS) or Facility Security Clearance (FSC), the following information is required to initiate the sponsorship:

Legal Name: _____

Business Name (if different from the legal name): _____

Contact Person who is aware of the Request for a Private Sector Organization Screening (PSOS):

Surname and Given Name: _____

Telephone number: _____

E-mail address: _____

Additional information on the Security requirement can be found at the following link:

<http://ssi-iss.tpsgc-pwgsc.gc.ca>

4. Canadian Content

The goods and/or services covered by the Supply Arrangement may be limited to Canadian goods and/or services as defined in clause A3050T.

4.1 SACC Manual clause

A3050T (2010-01-11) Canadian Content Definition

5. Debriefings

After issuance of a supply arrangement, suppliers may request a debriefing on the results of the request for supply arrangements. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of notification that their arrangement was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

6. Key Terms

Supply arrangement: Supply Arrangements are methods of supply where the Identified User, under the framework of the Arrangement, must solicit bids from a pool of pre-qualified suppliers.

A Supply Arrangement is not a contract and neither party is legally bound as a result of the signing of this document alone. The intent of the Supply Arrangement is to establish a framework to permit the expeditious processing of legally binding contract for goods or services.

Consignee: Federal government employee to whom goods are shipped and services rendered.

Identified User: Any authorized representative of a Canadian Government Department or Departmental Corporation or an Agency Corporation, as these are defined in the Financial Administration Act, are permitted to requisition supplies in accordance with the terms and conditions of the Supply Arrangement.

Series: A series is comprised of all the Basket of Good Products.

PART 2 - SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The **2008 (2010-01-11) Standard Instructions** - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 4.4 of 2008, Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

The following is added as new article no. 19 to the Standard Instructions:

19. Code of Conduct and Certifications - Arrangement

1. Suppliers must comply with the Code of Conduct for Procurement. In addition to the Code of Conduct for Procurement, suppliers must a) respond to Requests for Supply Arrangements (RFSA) in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated

Solicitation No. - N° de l'invitation

E60PQ-090004/I

Amd. No. - N° de la modif.

File No. - N° du dossier

pq930E60PQ-090004

Buyer ID - Id de l'acheteur

pq930

CCC No./N° CCC - FMS No/ N° VME

E60PQ-090004

in the RFSA, Supply Arrangement (SA) and any resulting contracts, c) submit arrangements and enter into contracts only if they will fulfill all obligations of the Contract.

2. Suppliers further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be issued an SA or awarded a contract. Canada will declare non-responsive any arrangement in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada. If it is determined, after issuance of a SA, that the Supplier made a false declaration, Canada will have the right to cancel the SA and to terminate for default any resulting contracts. The Supplier will be required to diligently maintain up-to-date the information herein requested. The Supplier and any of the Supplier's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any supply arrangement arising from this RFSA and any resulting contracts.

3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Supplier's affiliates if:

- a. directly or indirectly either one controls or has the power to control the other, or
- b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. Suppliers who are incorporated, including those submitting an arrangement as a joint venture, must provide with their arrangement or promptly thereafter a complete list of names of all individuals who are currently directors of the Supplier. Suppliers submitting an arrangement as sole proprietorship, including those submitting an arrangement as a joint venture, must provide with their arrangement or promptly thereafter the name of the owner. Suppliers submitting an arrangement as societies, firms, or partnerships do not need to provide lists of names. If the required names have not been received by the time the evaluation of arrangements is completed, Canada will inform the Supplier of a time frame within which to provide the information. Failure to comply will render the arrangement non-responsive. Providing the required names is a mandatory requirement for a Supply Arrangement to be issued.

Canada may, at any time, request that a Supplier provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) 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 arrangement being declared non-responsive.

5. The Supplier must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the validity period of the arrangement as well as during the period of any Supply Arrangement arising from this RFSA and any resulting contracts. The Supplier must also, when so requested, provide Canada with the corresponding Consent Forms.

6. By submitting an arrangement, the Supplier 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 Supplier, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.

7. By submitting an arrangement, the Supplier certifies that neither the Supplier nor any of the Supplier's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Supply Arrangement arising from this RFSA and any resulting contracts if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.

8. By submitting an arrangement, the Supplier certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under a Supply Arrangement arising from this RFSA and any resulting contracts arising from this RFSA. In addition, the Supplier certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Supplier nor any of the Supplier's affiliates has ever been convicted of an offence under any of the following provisions:

a. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or

b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or

c. section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or

d. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Competition Act, or

e. section 239 (False or deceptive statements) of the Income Tax Act, or

f. section 327 (False or deceptive statements) of the Excise Tax Act, or

g. section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act, or

h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.

9. In circumstances where a criminal pardon or a record suspension has been obtained, or capacities have been restored by the Governor in Council, the Supplier must provide with its arrangement or promptly thereafter a copy of confirming documentation from an official source. If such documentation has not been received by the time the evaluation of arrangements is completed, Canada will inform the Supplier of a time frame within which to provide the information. Failure to comply will render the arrangement non-responsive.

10. Suppliers understand that Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, or who is affiliated with someone who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, when required to do so by law or legal proceedings, or when Canada considers it necessary to the public interest for reasons which include, but are not limited to:

Only one person is capable of performing the contract;
Emergency;
National security;

Solicitation No. - N° de l'invitation

E60PQ-090004/I

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pq930

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

E60PQ-090004

File No. - N° du dossier

pq930E60PQ-090004

CCC No./N° CCC - FMS No/ N° VME

Health and safety;
Economic harm.

Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

2. Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than **twenty (20) calendar days** before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by suppliers 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 suppliers do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada.

3. Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of **Ontario**.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 suppliers.

4. Electronic Document

If your e-mail address is provided, the supply arrangement document issued as a result of this Solicitation document will be sent electronically. To view and/or print the supply arrangement document use the latest version of Acrobat Reader which can be downloaded free of charge at www.adobe.com.

E-mail address: _____

5. Regional Service or National Service

Indicate for which region(s) (as detailed in Part 6A, Article 13 - Regional or National Service) you wish to be considered.

National _____

or

Regional _____, Please specify which region(s): _____

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

1. Arrangement Preparation Instructions

Canada requests that suppliers provide the arrangement in separately bound sections as follows:

Section I: Technical Arrangement (1 copy)

Section II: Certifications (1 copy)

Canada requests that suppliers follow the format instructions described below in the preparation of the arrangement.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Supply Arrangements.

Section I: Technical Arrangement

In the technical arrangement, suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Certifications

Suppliers must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Suppliers will be assessed in accordance with the entire requirement of the Request for Supply Arrangements.

An evaluation team composed of representatives of Canada will evaluate the Arrangements.

The evaluation team will determine first if there are three (3) or more bidders with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bidders with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bidders with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all bidders with a valid certification are subsequently declared non responsive, or are withdrawn, then all the other bidders received will be evaluated.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

- a) Responses to all mandatory technical criteria must be submitted with the arrangement.

	Mandatory Technical Criteria
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MT1	<p>All products offered must form part of a responsive General arrangement for RFSA E60PQ-090004.</p> <p>In order to demonstrate the above, suppliers must provide at a minimum the following information:</p> <ul style="list-style-type: none"> - Supplier must complete Column B of the applicable Product Listing at Annex B with the proposed model numbers. <p>For the above, Supplier must submit a completed editable copy in electronic format of the Product Listing(s).</p>
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1.1.2 Mandatory Procurement Criteria

a) Responses to all mandatory procurement criteria must be submitted with the arrangement.

Mandatory Procurement Criteria	
MP1	<p>Supplier must provide a list of dealers which includes the following information for each Dealer:</p> <ul style="list-style-type: none"> Full company name, A complete address, A contact person, and An e-mail address and/or telephone number.

2. Basis of Selection

In order to be declared responsive the supplier must comply with the requirements of the Request for Supply Arrangements.

3. Security Requirement

Canada will not delay the issuance of any supply arrangement to allow suppliers to obtain the required clearance. For additional information on security requirements, suppliers should consult the "Security Requirements for PWGSC Bid Solicitation - Instructions for Bidders"

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the "Departmental Standard Procurement Documents" Website.

PART 5 - CERTIFICATIONS

Suppliers must provide the required certifications to be issued a supply arrangement (SA). Canada will declare an arrangement non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications suppliers provide to Canada is subject to verification by Canada during the arrangement evaluation period (before issuance of a SA) and after issuance of a SA. The Supply Arrangement Authority will have the right to ask for additional information to verify suppliers' compliance with the certifications before issuance of a SA. The arrangement will be declared non-responsive if any certification made by the Supplier is untrue, whether made knowingly or unknowingly.

Failure to comply with the certifications or to comply with the request of the Supply Arrangement Authority for additional information will also render the arrangement non-responsive.

1. Mandatory Certifications Required Precedent to Issuance of a Supply Arrangement

The certifications listed below should be completed and submitted with the arrangement, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Supply Arrangement Authority will so inform the Supplier and provide the Supplier with a time frame within which to meet the requirement. Failure to comply with the request of the Supply Arrangement Authority and meet the requirements within that time period will render the arrangement non-responsive.

1.1 Code of Conduct and Certifications – Related documentation

1.1.1 By submitting an arrangement, the Supplier certifies as per section 19 of Standard Instructions 2008, for itself and its affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard Instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a supply arrangement. If the Supplier, or, if the Supplier is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a supply arrangement.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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 arrangements from ineligible contractors, including an arrangement from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Supplier does not fall within the exceptions enumerated in 3. a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Supplier must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Supplier, or, if the Supplier is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Supplier 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, 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, 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), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

1.3 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the good(s) offered are Canadian goods, as defined in **clause A3050T - Canadian Content definition**, may be considered.

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

The Offeror certifies that:

- () the good(s) offered are Canadian goods as defined in paragraph 1 in clause A3050T - **Canadian content definition**

Signature

Date

1.4 Set-Aside Program for Aboriginal Business

1. i) The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organisation, ()

OR

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

2. The Aboriginal business or businesses have:

i) fewer than six full-time employees ()

OR

ii) six or more full-time employees ()

Solicitation No. - N° de l'invitation

E60PQ-090004/I

Amd. No. - N° de la modif.

File No. - N° du dossier

pq930E60PQ-090004

Buyer ID - Id de l'acheteur

pq930

CCC No./N° CCC - FMS No/ N° VME

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

E60PQ-090004

3. The aforementioned business agrees to immediately furnish to Canada, such evidence as may be requested by Canada from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of Canada, 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 Canada 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 Canada 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; and/or 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, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the aforementioned business.

5. Date : _____ Signature : _____
Title (Duly Authorised Representative of Business)

Place: _____ Title: _____

For:

Name of Business

1.4.1 Requirements for the Set-aside Program for Aboriginal Business

Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- Capital Stock and Equity Accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options.
- Dividend policy and payments.
- Existence of Stock Options to employees.
- Different treatment of Equity transactions for Corporations, Partnerships, Joint Ventures, Community organisations, Cooperatives, etc.
- Examination of Charter Documents, i.e., corporate charter, partnership agreement, financial structure.
- Concentration of ownership or managerial control in partners, stockholders, officers trustees and directors based definition of duties.
- Principal occupations and employer of the officers and directors to determine who they represent, i.e. Banker, vested ownerships.
- Minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction.
- Executive and employee compensation records for indication of level of efforts associated with position.
- Nature of the business in comparison with the type of contract being negotiated.
- Cash management practices, i.e., payment of dividends - preferred dividends in arrears.
- Tax returns to identify ownership and business history.
- Goodwill contribution/contributed asset valuation to examine and ascertain the Fair Market value of non cash capital contributions.

Solicitation No. - N° de l'invitation

E60PQ-090004/I

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pq930

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

E60PQ-090004

File No. - N° du dossier

pq930E60PQ-090004

CCC No./N° CCC - FMS No/ N° VME

- Contracts with owners, officers and employees to be fair and reasonable.
- Stockholder authority, i.e. Appointments of officers, directors, auditors.
- Trust agreements made between parties to influence ownership and control decisions.
- Partnership- allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios
- Litigation proceedings over ownership.
- Transfer pricing from non-Aboriginal joint venturer.
- Payment of management or administrative fees.
- Guarantees made by the Aboriginal business.
- Collateral agreements.

1.4.2 Owner/Employee Certification Form for the Set-aside Program for Aboriginal Business

1. I, _____, am an owner and/or
(Name)

Full-time employee of _____, and an
(Name of Business)

Aboriginal person, as described in the "Requirements for the Set-aside Program for Aboriginal Business".

2. I certify that the above statement is true and consent to its verification upon the request of Canada.

Date

Signature of Owner and/or Employee

Place

1.5 Authorized Agent

If the Supplier of the RFSA is not the prime manufacturer of the items offered, but is making an arrangement on behalf of a prime Manufacturer, in addition to the other requirements of this RFSA, it is mandatory that the Supplier be an authorized agent/distributor of the Manufacturer for whom the Supplier is acting. The Supplier certifies that they are an authorized agent/distributor of the Manufacturer for all Freestanding furniture systems offered to the federal government under this solicitation.

The Supplier must also provide, as part of its arrangement, a letter of authorization from the Manufacturer that it claims to represent. The letter must be an original, under the letterhead of the prime Manufacturer, confirming that the Supplier is in fact is an authorized agent/distributor.

Company Name (printed)

Representing the manufacturer

Name (Printed)

Signature

Date

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement

The Supply Arrangement covers the requirement described in the Annexes "A-1 and A-2".

2. Security Requirement

There may be a security requirement associated with the Requirement specified in the contract.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2020 (2010-01-11) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

3.1.1 The following is added as new article no. 15 to the General Conditions:

15. Code of Conduct and Certifications - Contract

1. The Supplier agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. In addition to complying with the Code of Conduct for Procurement, the Supplier must also comply with the terms set out in this section.

2. The Supplier further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in the Supply Arrangement being cancelled and terminating for default any resulting contracts. If the Supplier made a false declaration in its arrangement, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Supplier or any of the Supplier's affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Supply Arrangement, such false declaration or failure to comply may result in the cancellation of the Supply Arrangement cancelled and the termination for default of any resulting contracts. The Supplier understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Supplier and agrees to immediately return any advance payments.

3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Supplier's affiliates if:

- a. directly or indirectly either one controls or has the power to control the other, or
- b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. The Supplier must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the period of the Supply Arrangement and of any resulting contracts. The Supplier must also, when so requested, provide Canada with the corresponding Consent Forms.

5. The Supplier certifies that it is aware, and that its affiliates are aware, that Canada may verify the information provided by the Supplier, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.

6. The Supplier certifies that neither the Supplier nor any of the Supplier's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Supply Arrangement and any resulting contracts if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.

7. The Supplier certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under a contract resulting from this Supply Arrangement. In addition, the Supplier certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Supplier nor any of the Supplier's affiliates has ever been convicted of an offence under any of the following provisions:

a. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or

b. section 121 (Frauds on the government and Supplier subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or

c. section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or

d. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Competition Act, or

e. section 239 (False or deceptive statements) of the Income Tax Act, or

f. section 327 (False or deceptive statements) of the Excise Tax Act, or

g. section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act, or

h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.

3.1.2 Section 05 - Modifications 2020 (2010-01-11) - General Conditions - Supply Arrangements - Goods or Services: Canada further reserves the right to modify the SA as follows:

(a) Canada may modify the SA to permit additional products and/or additional categories.

3.2. Supply arrangement reporting

The Contractor must submit:

- (a) Original copy must be forwarded to the consignee for certification and payment.
- (b) One (1) copy of all invoices must be forwarded on a monthly basis by the end of the following month:

Public Works and Government Services Canada, Furniture Division
Place du Portage, Phase III, 6B3
11 Laurier Street, Gatineau, Quebec, K1A 0S5

Attention: Senior Purchasing Assistant (AB Invoice Authority)
E-mail: ncrfurniture.rcnameublement@tpsgc-pwgsc.gc.ca

4. Term of Supply Arrangement

4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from _____ to June 27, 2014.

5. Authorities

5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Brianna Chalmers

Public Works and Government Services Canada
Acquisition Branch
CASMS/CCPD/Furniture Division
11 Laurier St., 6B3
Gatineau, Quebec
K1A 0S5 Telephone: 819-956-5660 Facsimile: 819-956-5706
E-mail address: brianna.chalmers@tpsgc-pwgsc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

5.2 Supplier's Representative

Name and telephone number of the person responsible for:

General Inquiries

Solicitation No. - N° de l'invitation

E60PQ-090004/I

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

E60PQ-090004

Amd. No. - N° de la modif.

File No. - N° du dossier

pq930E60PQ-090004

Buyer ID - Id de l'acheteur

pq930

CCC No./N° CCC - FMS No/ N° VME

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail: _____

Delivery Follow-up

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail: _____

Monthly/invoicing report

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail: _____

6. Identified Users

The Identified Users include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11.

7. On-going Opportunity for Qualification

A notice will be issued on Buyandsell.gc.ca for the duration of the Supply Arrangement to allow new suppliers to become qualified. Existing qualified suppliers, who have been issued a Supply Arrangement, will not be required to submit a new arrangement.

8. 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 the Supply Arrangement;
- (b) the general conditions 2020 (2010-01-11), General Conditions - Supply Arrangement - Goods or Services
- (c) Solicitation bid under a SA;
- (d) Contract awarded under a SA;
- (e) the general conditions 2010A (2010-01-11), General Conditions - Goods - Medium Complexity
- (f) Annex "A", Purchase Description;
- (g) Annex "B", Product Listings;
- (h) the Supplier's arrangement dated _____ (insert date of arrangement) (if the arrangement was clarified or amended, insert at the time of issuance of the arrangement: "as clarified on _____" or "as amended _____". (Insert date(s) of clarification(s) or amendment(s), if applicable)

9. Certifications

9.1 Compliance

Solicitation No. - N° de l'invitation

E60PQ-090004/I

Amd. No. - N° de la modif.

File No. - N° du dossier

pq930E60PQ-090004

Buyer ID - Id de l'acheteur

pq930

CCC No./N° CCC - FMS No/ N° VME

E60PQ-090004

Compliance with the certifications provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification or it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

10. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

11. SACC Manual Clauses

A3060C (2010-01-11) - Canadian Content Certification
A3000C (2010-01-11) - Aboriginal Business Certification
A9068C (2010-01-11) - Site regulations
B1505C (2006-06-16) - Shipment of Hazardous Materials
G1005C (2008-05-12) - Insurance

12. Point of Manufacture / Shipping

State point of manufacture of goods:

LOCATION: _____ POSTAL CODE: _____

State point of shipping of goods:

LOCATION: _____ POSTAL CODE: _____

13. Regional or National Service

All products, installation and maintenance services must be available on a regional or national basis.

Dealer's List Information

The Offeror must keep its dealer list updated throughout the entire period of the SA. Whenever there are any changes in this list the updated lists must be provided to the SA Authority and the identified users.

The Dealer's List must be available on the Offeror's web site _____ or by contacting: Name: _____ Tel. # _____ e-mail _____

In addition a minimum level of service is required as detailed below.

The Offeror must:

- a) Provide samples of all finishes in order to assist the Identified User in the selection of products;
- b) Assist in placing an order and listing of all components;
- c) Have knowledge of the products available on the SA, so that the Supplier can discuss the Identified Users needs in relation to available product;

- d) Respond to all Identified User queries within one business day;
- e) Install services detailed as per article 16 at part 6B - Resulting Contract clauses; and
- f) Service may be provided by the SA holder or by agents, dealers or other retail outlets on behalf of the Offeror. If the Offeror chooses to use agents, dealers or other retail outlets, it will be the Offeror's responsibility to provide and update a Dealers List, showing the full company name, a complete address, contact person, e-mail, telephone and facsimile numbers.

FOR NATIONAL SERVICE, YOU MUST HAVE AT LEAST ONE DEALER IN EACH OF THE FOLLOWING REGIONS:

Region	Description
Pacific	The entire province of British Columbia.
Western	The entire provinces of Alberta, Manitoba and Saskatchewan, and that portion of the Northwest Territories immediately north of British Columbia, Alberta, Saskatchewan and Manitoba.
Ontario	The province of Ontario with the exception of the National Capital Region.
National Capital	:Bounded on the west by a north-south line running from Petawawa to Kingston, as far north as Maniwaki, Quebec, on the east by the Ontario-Quebec border on the south by the St. Lawrence River (includes Gatineau-Maniwaki areas).
Quebec	The province of Quebec with the exception of the National Capital Region.
Atlantic	The entire province of Nova Scotia. The entire province of New Brunswick and Prince Edward Island. The entire province of Newfoundland including Labrador.

The supplier retains legal responsibility for the performance of any contracts made against the Supply Arrangement, including delivery and installation.

14. Shipping Instructions - Delivery at Destination

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

- (a) DDP Delivered Duty Paid (Delivery Address), Incoterms 2000 for shipments from commercial contractor.

15. Transportation Costs

The Contractor must ship the goods prepaid via the method of transportation specified at time of contract including all delivery charges to the named place of destination. Prepaid transportation costs must be

shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

16. Deficiency Procedures

The Contractor must adhere to the following deficiency procedures:

1. The Contractor must notify the Identified User when the installation is completed;
2. The Identified User must arrange for the initial walk-through inspection with the Contractor;
3. The walk-through inspection must take place no later than three business days after installation is completed;
4. If the call-up 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 Identified User in consultation with the Contractor must prepare the deficiency list documenting all problems in every area;
6. The deficiency list must be forwarded by the Identified User 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 Identified User; and
9. The Contractor must notify the Identified User when all deficiencies have been completed. If satisfied, the Identified User must provide the Contractor a final sign-off that the deficiencies have been satisfied.

17. 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 manufacturers specifications;
4. Ensure all other products function properly and make minor adjustment/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 the 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 like from the site, as frequently as is necessary; and
8. Upon completion of the installation and at the request of the Identified User, the Contractor (or his authorized representative) must walk through the installation area with the Identified User to verify the operating condition of all product in accordance with the deficiency procedures.

18. Acquisitions Branch (AB) Furniture Division Website

The Supplier's SA is available to the IUs on the AB Furniture Division website:

<http://publiservice.gc.ca/services/icpsss-spicsn/furniture/intro-e.html>

IUs may view and print the SA. Suppliers cannot have access to this website.

B. BID SOLICITATION

1. Bid Solicitation Documents

Refer to Annex C for the Bid Solicitation and Resulting Contract Template.

2. Bid Solicitation Process

2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA.

2.2 The Identified User (IU) is required to refer to a catalogue that meets the IUs requirement on the Furniture Website (Part 6A, section 18) to estimate the Value (V) of the requirement and proceed as follows:

1. Apply a 30% discount to the V
2. Add the taxes as applicable to V to determine the Total Estimated Value (TEV)

Tier 1: Requirements with a TEV up to \$20,000.00 (including taxes).

The IU is to conduct the bid solicitation and resulting contract process as either competitive or non-competitive procurements.

Tier 2: Requirements with an TEV of \$20,000.01 or more up to \$400,000,00 (including taxes).

The IU is to conduct the bid solicitation and resulting contract process as a competitive procurement.

Tier 3: Requirements with an TEV of \$400,000.01 or more up to \$10,000,000.00 (including taxes).

PWGSC, Acquisitions Branch is to conduct the bid solicitation and resulting contract process as a competitive procurement.

Competitive is defined as a minimum of two conforming suppliers that are invited to bid on the solicitation.

Solicitation No. - N° de l'invitation

E60PQ-090004/I

Amd. No. - N° de la modif.

File No. - N° du dossier

pq930E60PQ-090004

Buyer ID - Id de l'acheteur

pq930

CCC No./N° CCC - FMS No/ N° VME

E60PQ-090004

2.3 The bid solicitation will be sent directly to a/all conforming supplier(s).

C. Resulting Contract Clauses

1. General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

Refer to Annex C for the Bid Solicitation and Resulting Contract Template.

ANNEX A-1
FREESTANDING OFFICE DESK PRODUCTS AND COMPONENTS - GENERAL OFFICE FURNITURE
(PURCHASE DESCRIPTION TO ACCOMPANY CAN/CGSB 44.227-2008)
SPECIFICATION -
PD1 (category 2,3 and 4)

1.0 SCOPE

- 1.1 This purchase description applies to freestanding office desk products and components available with adjustable height work surfaces and/or fixed height work surfaces for general office use by Federal Government employees.
- 1.2 Freestanding office desk products and components meeting this purchase description shall meet all of the mandatory requirements of the latest edition of CAN/CGSB-44.227-2008 "Freestanding Office Desk Products and Components" with the exception of paragraph 6.1.2 Adhesives and paragraph 6.5.3 Usable Space. In addition, all freestanding office desk products and components shall meet the options and additional requirements detailed herein.
- 1.3 The requirements contained in this purchase description are the minimum required features and components to be accepted under this solicitation. Manufacturers may offer additional products, which are designed to enhance the function of the freestanding furniture system. Additional products shall be congruent with the freestanding office desk products and components series in order to permit integral furniture layouts.

2.0 TERMINOLOGY

- 2.1 Series - is comprised of all of the components listed in the Basket of Goods, as well as the additional products which enhance the function of the furniture and have structural relationships and like construction.
- 2.2 Pedestal, Mobile - A pedestal, which is on casters and can be moved easily by the user. The top and all four sides are finished.
- 2.3 Pedestal, Freestanding - A pedestal, which is a stand-alone unit, with the top and all four sides, finished. The pedestal does not have casters and cannot be moved easily by the user.
- 2.4 Pedestal, Work Surface Supporting - A pedestal, which is attached to the underside of the work surface. There is no open space between the bottom of the pedestal and the floor. The four sides are finished.
- 2.5 Hutch - a non-freestanding storage unit, which is mounted on a primary, work surface(s). Also known as service modules, shelving units, risers, overhead storage units, etc.
- 2.6 Lateral Filing Cabinet - a cabinet whose width is greater than its depth. In addition, lateral filing cabinets have extendible elements used solely for the storage and retrieval of documents. The top and all four sides are finished with the exception of a work surface supporting lateral filing cabinet, which has no top.
- 2.7 Integrated Keyboard/Mouse Support Surface - is a vertically user adjustable surface used to support a keyboard, mouse or other input device that is incorporated into the larger surface to form an integrated work surface.

3.0 GENERAL REQUIREMENTS

- 3.1 Work Surfaces shall be fixed height or shall have incremental height adjustment or continuous height adjustment.
- 3.2 Work surfaces shall be equipped with a modesty panel, when specified. The modesty panels shall be available in full and partial.
- 3.3 Work surfaces shall be supported by legs, full panels, recessed panels, columns, pedestals or any combination of supports.
- 3.4 Cord and Cable Management - Work surfaces shall be capable of providing wire managers to accommodate cords and cables, when specified. Reusable covers shall be provided for each grommet to conceal the openings when not in use.
- 3.4.1 The method of cord and cable management shall not cause the face of the pedestal to protrude beyond the front edge of the work surface when the pedestal is placed beneath the work surface.
- 3.4.2 When grommets are located over pedestals, the resultant wires shall not interfere with the operation of the drawers.
- 3.5 Hutches shall have the provision for task lighting to be installed on the underside of the shelf.
- 3.5.1 Hutches shall be available with and without doors, as specified.
- 3.6 Task lights shall be available in at least two (2) lengths, of which the shortest length shall be no less than 610 mm (24 in.).
- 3.7 Interchangeability - all fixed height horizontal work surfaces shall be interchangeable, right-to-left and left-to-right with the exception of extended corner work surfaces, rectangular surfaces with one recessed panel and work surfaces with different depths (24" and 30")
- 3.8 Lateral file drawers shall accommodate legal size files in both hanging file and divider supported file systems and shall be capable of conversion to letter size filing by means of a conversion bar or similar method.
- 3.9 Unless a pencil drawer is provided with the pedestal, the top box drawer shall have a moveable pencil tray which shall extend from one side of the inside of the drawer to the other.
- 3.9.1 Mobile pedestals shall have a minimum of four carpet casters.
- 3.10 Finish of Horizontal Work Surfaces - horizontal work surfaces shall meet the performance requirements for high-pressure laminate.
- 3.11 Finish of Other Surfaces - all other surfaces shall meet the performance requirements for laminates, painted wood or painted non-wood.
- 3.12 All components shall be supplied with hardware to complete the installation.
- 3.13 The tolerance for all dimensions shall be -12.7mm/+25.4mm (-1/2"/+1.0") unless otherwise specified and where edge shapes preclude with the exception of user height adjustable work surfaces which shall meet the requirements of paragraph 4.6 of CAN/CGSB-44.227-2008 - Clearance Between Adjusting Surfaces.

4.0 DETAILED REQUIREMENTS - COMPONENTS

4.1 The articulating keyboard support surface shall be provided with tilt adjustment with an adjustment range of at least - 5 degrees and a non-slip surface or other means of preventing the keyboard/mouse from falling off.

4.1.1 The Keyboard and Mouse Support Surface shall have a minimum overall front edge dimension of 635 mm (25 in.).

4.2 Pedestals shall be available in the following types; freestanding and mobile. Mobile and freestanding pedestals shall be available in at least two (2) depths: the deepest depth possible to fit under a 610 mm (24 in.) work surface and the deepest depth possible to fit under a 760 mm (30 in.) work surface. This requirement is applicable to all Basket of Goods with the exception of Category 4 - Height Adjustable Work surfaces which shall only have mobile pedestals available with the deepest depth possible to fit under a 610 mm (24 in.) work surface.

4.3 Drawers and doors shall have the capability of being locked.

4.4 Locks - Locks for drawers or doors shall be the pin, tumbler and wafer type, and shall have a corrosion resistant finish. The locks shall have a minimum of 50 key changes.

4.5 Doors - All storage cabinet doors shall be capable of opening at least 95°.

5.0 DETAILED REQUIREMENTS - OPTIONAL COMPONENTS EXCLUDED FROM BASKET OF GOODS

5.1 Integrated Keyboard/Mouse Support Surface - A primary work surface (normally a corner unit) should be available with an integrated keyboard/mouse support surface. The keyboard/mouse support surface shall be capable of being height adjusted by the user over a range of at least 254 mm (10 in.) with a minimum 127mm (5 in.) below and a minimum of 127mm (5 in.) above the primary work surface. The depth of the keyboard/mouse surface must be at least 254 mm (10 in.).

5.1.1 The keyboard/mouse support surface shall have a minimum overall front edge dimension of 635 mm (25 in.).

5.2 Sit/Stand Primary Work Surfaces - When a sit/stand work surface is specified, the primary surface shall be capable of a height adjustment of 710mm to 1040mm (27 to 41 in.).

6.0 TESTING REQUIREMENTS

6.1 All freestanding office desk products and components offered under this solicitation, shall meet the acceptance criteria provided in ANSI/BIFMA X5.5, and CAN/CGSB 44.227-2008 when tested in accordance with the appropriate tests from the referenced standards and purchase description.

6.2 All freestanding and mobile pedestals and freestanding storage units offered under this solicitation, shall meet the acceptance criteria provided in ANSI/BIFMA X5.9 when tested in accordance with the appropriate test from the referenced standard and purchase description.

6.3 Test reports shall be not more than five (5) years old at the time of submittal.

6.4 Performance tests are valid for the duration of the Supply Arrangement unless changes have been made to the product or test standard. If changes have been made to the test standard(s),

revised Test Report(s) must be submitted to PWGSC within nine (9) months of the publication date of the revised standard for Technical Review. If changes have been made to the product, refer to paragraph 6.6.

6.5 All ANSI/BIFMA tests only must be completed at an Acceptable Test Facility: An independent testing laboratory and a company owned laboratory are acceptable provided that the laboratory has been accredited by a nationally 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.

6.6 Product Changes - changes to the construction and/or design. Changes in material and hardware (except drawer suspensions) are acceptable without additional testing provided they continue to meet the same specifications as those used on the unit that was tested. For example, if the manufacturer changed particleboard suppliers but the new particleboard still has the same density and met the same performance requirements as the original product, the unit would not have to be retested. If the performance of the new material differs, revised Test Report(s) must be submitted to PWGSC, prior to supplying the new product to the federal government.

7.0 ENVIRONMENTAL REQUIREMENTS

7.1 Resource Input

7.1.1 Adhesives used in the manufacture of freestanding office desk products and components shall be free of Hazardous Air Pollutants (HAP's).

7.1.2 Metal components shall be finished using low VOC content or non-toxic surface coatings.

7.1.3 Steel used in the manufacture of freestanding office desk products and components shall contain a minimum of 25% recycled material.

7.1.4 Composite wood products (i.e. particleboard and fibreboard) used in the manufacture of freestanding office desk products and components shall contain a minimum of 60% recycled material.

7.1.5 All plastic components must be recyclable at the end of their life.

7.1.6 When the substrate for work surfaces, shelving, modesty panels, support panels or any other component is a composite wood product (i.e. particle board, medium density fibreboard, plywood) that contains urea-formaldehyde-based resins, the substrates shall be fully encapsulated on all six sides. The substrate does not have to be fully encapsulated if the product does not emit formaldehyde resulting in an indoor air concentration of more than 0.5 mg/m³.

7.1.7 Holes drilled into the composite wood product components at the factory shall be supplied with plugs that can be removed when the holes are required for the assembly of the workstation components. Holes do not need to be plugged if the product does not emit formaldehyde resulting in an indoor air concentration of more than 0.5 mg/m³. (This can be achieved by product listing on Ecologo, Greenguard etc.)

7.2 Product Design

7.2.1 All under-shelf task lights shall be equipped with linear or compact fluorescent lamp technology. If a linear fluorescent lighting system is provided, it shall have high frequency electronic ballast,

Solicitation No. - N° de l'invitation

E60PQ-090004/I

Amd. No. - N° de la modif.

File No. - N° du dossier

pq930E60PQ-090004

Buyer ID - Id de l'acheteur

pq930

CCC No./N° CCC - FMS No/ N° VME

E60PQ-090004

and a minimum lamp life of 15,000 hours. Alternatively, if a compact fluorescent lamp technology is provided, it shall have electronic ballast and a minimum lamp life of 10,000 hours.

7.2.2 All freestanding office desk products and components shall be designed for disassembly.

7.2.3 All freestanding office desk products and components shall be designed to keep assembly and disassembly methods and the use of proprietary tools to a minimum.

7.2.4 Wear susceptible parts shall be designed to be replaceable.

8.0 LABELING

8.1 In addition to the labeling requirement stated in CAN/CGSB-44.227-2008, all freestanding office furniture components shall also be permanently and legibly marked with the product code and the date of manufacture or alternatively the expiry date of the warranty.

ANNEX A-2**FREESTANDING OFFICE DESK PRODUCTS AND COMPONENTS - CATEGORY 1 EXECUTIVE FURNITURE -PD3****PURCHASE DESCRIPTION TO ACCOMPANY****CAN/CGSB 44.227-2008****1.0 SCOPE**

- 1.1 This purchase description applies to fixed height freestanding office desk products and components with all exposed and less exposed surfaces finished in a wood veneer for executive office use by Federal Government employees.
- 1.2 Freestanding office desk products and components meeting this purchase description shall meet all of the mandatory requirements of the latest edition of CAN/CGSB-44.227-2008 "Freestanding Office Desk Products and Components" with the exception of paragraph 6.1.2 Adhesives and paragraph 6.5.3 Usable Space. In addition, all freestanding office desk products and components shall meet the additional requirements detailed herein.
- 1.3 The requirements contained in this purchase description are the minimum required features and components to be accepted under this solicitation. Manufacturers may offer additional products, which are designed to enhance the function of the freestanding furniture system. Acceptance of products not specified herein is at the contracting officers option. Additional products shall be congruent with the freestanding office desk products and components series in order to permit integral furniture layouts.

2.0 TERMINOLOGY

- 2.1 Series - is comprised of all of the components listed in the 'Basket of Goods', as well as the additional products which enhance the function of the furniture and have structural relationships and like construction.
- 2.2 Exposed surfaces - Surfaces that are clearly visible during normal use of the furniture e.g. Tops, sides, drawer fronts.
- 2.3 Less exposed surfaces - Surfaces that are visible but less conspicuous during normal use of the furniture e.g. inside of leg panels, pedestal sides.
- 2.4 Pedestal, Mobile - A pedestal, which is on casters and can be moved easily by the user. The top and all four sides are finished.
- 2.5 Pedestal, Freestanding - A pedestal, which is a stand-alone unit, with the top and all four sides, finished. The pedestal does not have casters and cannot be moved easily by the user.
- 2.6 Pedestal, Work Surface Supporting - A pedestal, which is attached to the underside of the work surface. There is no open space between the bottom of the pedestal and the floor. The four sides are finished.
- 2.7 Hutch - a non-freestanding storage unit, which is mounted on a primary, work surface(s). Also known as service modules, shelving units, risers, overhead storage units, etc.
- 2.8 Lateral Filing Cabinet: a cabinet whose width is greater than its depth. In addition, a lateral filing cabinet has extendible elements used solely for the storage and retrieval of documents. The top

and all four sides shall be finished with the exception of a work surface supporting lateral filing cabinet which has no top.

3.0 GENERAL REQUIREMENTS

- 3.1 Workmanship - Wood and wood veneer surfaces and edges shall be smoothly sanded and free of blemishes or defects such as tool or machine marks, sanding marks, surplus glue, raised grain, delamination or water marks.
 - 3.1.1 Face veneers shall be tightly joined and properly matched as specified and shall be similar in grain pattern or colour throughout any given area. The natural characteristics of wood and veneer shall be acceptable.
 - 3.1.2 Gaps around drawer fronts shall be uniform. Drawer faces shall be even and parallel with each other. Drawers shall operate smoothly, shall not interfere with each other or have excessive side play. Slides shall not have excessive drop.
 - 3.1.3 Exposed joints shall be neatly executed, rigid, tight and flush with no tool, machine or cross-sanding marks.
 - 3.1.4 The factory finish shall be smooth and free of sags, runs, orange peel and overspray.
- 3.2 Work surfaces shall be equipped with a modesty panel, when specified. The modesty panels shall be available in full and partial.
- 3.3 Work surfaces shall be supported by full panels, recessed panels, columns, pedestals or a combination of supports.
- 3.4 Cord and Cable Management - Work surfaces shall be capable of providing wire managers to accommodate cords and cables, when specified. Reusable covers shall be provided for each grommet to conceal the openings when not in use.
 - 3.4.1 The method of cord and cable management shall not cause the face of a pedestal to protrude beyond the front edge of the work surface when the pedestal is placed beneath the work surface.
 - 3.4.2 When grommets are located over pedestals, the resultant wires shall not interfere with the operation of the drawers.
- 3.5 Lateral file drawers shall accommodate legal size files in both hanging file and divider supported file systems and shall be capable of conversion to letter size filing by means of a conversion bar or similar method.
- 3.6 Task lights shall be available in at least two (2) lengths, of which the shortest length shall be no less than 610mm (24 in.).
- 3.7 Hutches shall have the provision for task lighting to be installed on the underside of the shelf.
 - 3.7.1 Hutches shall be available with doors and be capable of matching storage cabinet heights.
- 3.8 Unless a pencil drawer is provided with the pedestal, the top box drawer shall have a moveable pencil tray which shall extend from one side of the inside of the drawer to the other.
 - 3.8.1 When mobile pedestals are specified, they shall have a minimum of four carpet casters.

3.9 Finishes - All exposed and less exposed surfaces shall be wood and meet the performance requirements for wood veneer.

3.10 Tones must be available in maple, walnut, oak, and cherry.

3.11 The tolerance for all dimensions shall be -12.7mm/+25.4mm (-1/2"/+1.0") unless otherwise specified and where edge shapes preclude.

4.0 DETAIL REQUIREMENTS - COMPONENTS

4.1 The top edge shape of executive freestanding office desk products and components must be available in a flat and a curved shape.

4.2 When a flat edge shape is provided all four sides of the top edge of all desk products and components shall be a flat shape.

4.3 When a curved edge shape is provided, the top edges of desk products and components shall be curved as a minimum on the following edges: (The closed hutch, bookcase and freestanding units are exempt if the front edge of the top is not visible or inherent in the design of the product)

Work Surface, rectangular greater than 610mm (24 in.) deep - curved shape is required on the front and back edges

Work Surface, rectangular, 610 mm (24in.) deep or less - curved shape is required on the front (user) edge only

D-top Work surface - curved shape is required on all sides except the side edge

Bridge Surface - curved shape is required on the front edge

Meeting Table - curved shape is required entire diameter

Closed Hutch - curved shape is required on the front edge of the top

Bookcase - curved shape is required on the front edge of the top

Freestanding Storage Units, except pedestals - curved shape is required on the front edge of the top

4.4 Articulating Keyboard Support Surface - The articulating keyboard support surface shall be provided with tilt adjustment with an adjustment range of at least - 5 degrees and a non-slip surface or other means of preventing the keyboard/mouse from falling off.

4.5 The Keyboard and Mouse Support Surface shall have a minimum overall front edge dimension of 635 mm (25 in.).

4.6 Pedestals shall be available in the following types; freestanding and mobile. Mobile and freestanding pedestals shall be available in at least two (2) depths: the deepest depth possible to fit under a 610 mm (24 in.) work surface and the deepest depth possible to fit under a 760 mm (30 in.) work surface.

4.7 Locks - for drawers or doors shall be the pin, tumbler or wafer type, and shall have a corrosion resistant finish. The locks shall have a minimum of 50 key changes.

4.8 Drawers and doors shall have the capability of being locked.

4.9 Doors - all doors shall be capable of opening a minimum, of at least 95°.

4.10 Freestanding storage units shall be available in the following types: lateral filing cabinet, wardrobe, open storage units and bookcase.

- 4.10.1 Wardrobes shall be supplied with two doors, a hanging rod and a hat shelf.
- 4.10.2 Open Storage Units shall be supplied with two lateral file drawers (lower) and an open bookcase with at least one (1) adjustable shelf (upper); and a bookcase with doors and one (1) adjustable shelf (lower) and an open bookcase with at least one (1) adjustable shelf (upper).
- 4.10.3 Bookcases shall be supplied in various heights.

5.0 TESTING REQUIREMENTS

- 5.1 All freestanding office desk products and components offered under this solicitation, shall meet the acceptance criteria provided in ANSI/FBIFMA X5.5 and CAN/CGSB 44.227-2008 when tested in accordance with the appropriate tests from the referenced standards and purchase description.

All mobile and freestanding pedestals and freestanding storage units offered under this solicitation shall meet the acceptance criteria provided in ANSI/BIFMA X5.9 when tested in accordance with the appropriate test from the referenced standard and purchase description.

- 5.2 Age of Tests: Test reports shall be not more than five (5) years old at the time of submittal.
- 5.3 Performance tests are valid for the duration of the Supply Arrangement, unless changes have been made to the product or test standard. If changes have been made to the test standard(s), revised Test Report(s) must be submitted to PWGSC within nine (9) months of the publication date of the revised standard for Technical Review. If changes have been made to the product, refer to paragraph 5.5.
- 5.4 All ANSI/BIFMA tests only must be completed at an Acceptable Test Facility: An independent testing laboratory and a company owned laboratory are acceptable provided that the laboratory has been accredited by a nationally 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.
- 5.5 Product Changes - changes to the construction and/or design. Changes in material and hardware (except drawer suspensions) are acceptable without additional testing provided they continue to meet the same specifications as those used on the unit that was tested. For example, if the manufacturer changed particleboard suppliers but the new particleboard still has the same density and met the same performance requirements as the original product, the unit would not have to be retested. If the performance of the new material differs, revised Test Report(s) must be submitted to PWGSC, prior to supplying the new product to the federal government.

6.0 ENVIRONMENTAL REQUIREMENTS

- 6.1 Resource Input
- 6.1.1 Adhesives used in the manufacture of freestanding office desk products and components shall be free of Hazardous Air Pollutants (HAP's).
- 6.1.2 Metal components shall be finished using low VOC content or non-toxic surface coatings.
- 6.1.3 Steel used in the manufacture of freestanding office desk products and components shall contain a minimum of 25% recycled material.

-
- 6.1.4 Composite wood products (i.e. particleboard and fibreboard) used in the manufacture of freestanding office desk products and components shall contain a minimum of 60% recycled material.
- 6.1.5 All plastic components must be recyclable at the end of their life.
- 6.1.6 When the substrate for work surfaces, shelving, modesty panels, support panels or any other component is a composite wood product (i.e. particle board, medium density fibreboard, plywood) that contains urea-formaldehyde-based resins, the substrates shall be fully encapsulated on all six sides. The substrate does not have to be fully encapsulated if the product does not emit formaldehyde resulting in an indoor air concentration of more than 0.5 mg/m³.
- 6.1.7 Holes drilled into the composite wood product components at the factory shall be supplied with plugs that can be removed when the holes are required for the assembly of the workstation components. Holes do not need to be plugged if the product does not emit formaldehyde resulting in an indoor air concentration of more than 0.5 mg/m³. (This can be achieved by product listing on Ecologo, Greenguard etc.)
- 6.1.8 Only woods, either in solid or veneer form that have been harvested or traded in accordance with the Convention on International Trade in Endangered Species (CITES) shall be used.
- 6.2 Product Design
- 6.2.1 All under-shelf task lights shall be equipped with linear or compact fluorescent lamp technology. If a linear fluorescent lighting system is provided, it shall have high frequency electronic ballast, and a minimum lamp life of 15,000 hours. Alternatively, if a compact fluorescent lamp technology is provided, it shall have electronic ballast and a minimum lamp life of 10,000 hours
- 6.2.2 All freestanding office desk products and components shall be designed for disassembly.
- 6.2.3 All freestanding office desk products and components shall be designed to keep assembly and disassembly methods and the use of proprietary tools to a minimum.
- 6.2.4 Wear susceptible parts shall be designed to be replaceable.
- 7.0 LABELING**
- 7.1 In addition to the labeling requirement stated in CAN/CGSB-44.227-2008, all freestanding office furniture components shall also be permanently and legibly marked with the product code and the date of manufacture or alternatively the expiry date of the warranty.

Solicitation No. - N° de l'invitation

E60PQ-090004/I

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

E60PQ-090004

Amd. No. - N° de la modif.

File No. - N° du dossier

pq930E60PQ-090004

Buyer ID - Id de l'acheteur

pq930

CCC No./N° CCC - FMS No/ N° VME

Annex B Product Listings

1. Product Listings

Refer to the attached Product Listings per Category (as applicable):

Category 1: Freestanding Office Desk Products and Components: Executive Office, Fixed Height

Category 2: Freestanding Office Desk Products and Components: General Office, Fixed Height, Full Panel

Category 3: Freestanding Office Desk Products and Components: General Office, Fixed Height, Metal Legs

Category 4: Freestanding Office Desk Products and Components: General Office, Adjustable Height (seated)

2. Basket of Good Products & Additional Products

Basket of Good Products are identified in the attached Product Listings as follows:

These products are the non-bolded products.

Additional Products are identified in the attached Product Listings as follows:

These products are in bold.

Solicitation No. - N° de l'invitation

E60PQ-090004/I

Amd. No. - N° de la modif.

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pq930E60PQ-090004

Buyer ID - Id de l'acheteur

pq930

CCC No./N° CCC - FMS No/ N° VME

E60PQ-090004

Annex C

Bid Solicitation and Resulting Contract Template

Refer to the attached document.

Annex C
Bid Solicitation and Resulting Contract Template

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings
4. Language

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection
3. Security Requirement

PART 5 – CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Applicable Laws
9. Priority of Documents
10. Defence Contract (if applicable)
11. SACC Manual Clauses
12. Shipping Instructions - Delivery at Destination
13. Transportation Costs
14. Deficiency Procedures
15. Installation Services

List of Annexes: (Choose and add annexes, if applicable)

- Annex A Requirement and Basis of Payment
Annex B Security Requirements Check List (if applicable)

COMPETITIVE SOLICITATION **OR** NON-COMPETITIVE SOLICITATION

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Resulting Contract Clause.

OR

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide the work detailed under the "Requirement and Basis of Payment" at Annex "A".

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

4. Language

For non-competitive solicitations, the following words are to be read in singular form:

1. Bidders (bidder)
2. Bids (bid)

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 (2010-01-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

At section – Code of Conduct for Procurement:

DELETE in it's entirety.

INSERT:

Code of Conduct and Certifications - Bid

1. Bidders must comply with the Code of Conduct for Procurement. In addition to the Code of Conduct for Procurement, bidders must a) respond to bid solicitations in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitations and resulting contracts, c) submit bids and enter into contracts only if they will fulfill all obligations of the Contract.
2. Bidders further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Canada will declare non-responsive any bid in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada. If it is determined, after contract award, that the Bidder made a false declaration, Canada will have the right to terminate the Contract for default. The Bidder will be required to diligently maintain up-to-date the information herein requested. 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.
3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, are Bidder's affiliates if:
 - a. directly or indirectly either one controls or has the power to control the other, or
 - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently maintain this list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation.
5. 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) 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.
6. 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 third parties.
7. By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
8. By submitting a bid, the Bidder certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under a contract arising from this bid solicitation. In addition, the Bidder certifies that except for those offences where a criminal pardon or a record suspension has

been obtained or capacities restored by the Governor in Council, neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions:

- a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the Financial Administration Act, or
 - b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or
 - c. section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the Criminal Code of Canada, or
 - d. section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*), 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the Competition Act, or
 - e. section 239 (*False or deceptive statements*) of the Income Tax Act, or
 - f. section 327 (*False or deceptive statements*) of the Excise Tax Act, or
 - g. section 3 (*Bribing a foreign public official*) of the Corruption of Foreign Public Officials Act, or
 - h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act.
9. In circumstances where a criminal pardon or a record suspension has been obtained, or capacities have been restored by the Governor in Council, the Bidder must provide with its bid or promptly thereafter a copy of confirming documentation from an official source. If such documentation has 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.
10. Bidders understand that Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, or who is affiliated with someone who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, when required to do so by law or legal proceedings, or when Canada considers it necessary to the public interest for reasons which include, but are not limited to:
- o Only one person is capable of performing the contract;
 - o Emergency;
 - o National security;
 - o Health and safety;
 - o Economic harm;

Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

OR for non-competitive requirements, delete the paragraphs referring to standard instructions 2003 above and insert the following:

The 2004 (2012-11-19) Standard Instructions - Goods or Services - Non-competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

DELETE: Subsection 4 and 5 of section 01 – Code of Conduct and certifications.

REPLACE with the following:

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently maintain this list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation.
5. 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) 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.

Remark to Contracting Authority: If applicable, include by reference SACC Manual clauses for specific instructions not covered by the standard instructions. Examples of clauses to include by reference: B4024T, B3000T, etc. Before adding a SACC Manual clause, consult the Remarks contained with the clause.

1.1 SACC Manual Clauses

2. Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing no later than _____ (__) calendar days before the bid closing date. Enquiries received after that time may not be answered.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (Insert the name of the province or territory)

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 section as follows:

Section I: Financial Bid (one hard 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.

Section I: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment at Part 5 article 6.1. The total amount of Applicable Taxes must be shown separately.

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 financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Financial Evaluation

The Bidder must provide pricing in accordance with the Basis of Payment.

2. Basis of Selection

For competitive solicitations:

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

OR for non-competitive solicitations:

A bid must comply with the requirements of the bid solicitation to be declared responsive.

3. Security Requirement

Remark to Contracting Authority: Use one of the following options when there are security requirements and the applicable clause provided by Canadian Industrial Security Directorate (CISD) is inserted under article 1 of Part 6. Consult Supply Manual procedure 6C.273.

OPTION 1: Use this option when the bidder has until contract award to obtain the necessary security clearances.

1. Before award of a contract, the following conditions must be met:

(a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;

(b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;

(c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

2. Canada will not delay the award of any contract to allow bidders to obtain the required clearance.

3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.

OR

OPTION 2: Use this option when the bidder must hold the necessary security clearances at the date of bid closing.

1. At the date of bid closing, the following conditions must be met:

(a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;

(b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;

(c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

2. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations -Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.

Part 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation 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, to provide the related documentation 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 that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003 **OR** 2004, as applicable. The related documentation therein required will assist Canada in confirming that the certifications are true.

Part 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

(Consult the Canadian Industrial Security Directorate (CISD) (<http://www.ciisd.gc.ca/text/main/toc-e.asp>) Web site for more information. Insert the applicable clauses provided by CISD and insert the Security Requirements Check List as an annex.)

OR

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide the Work detailed under the "Requirement and Basis of Payment "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 Manual(<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2010-01-11) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

At section 15 - Interest on Overdue Accounts, of 2010A (2010-01-11) will not apply to payments made by credit cards at point of sale.

At section 09 - Warranty, of 2010A (2010-01-11) is amended as follow:

DELETE: The warranty period will be twelve 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.

At section 28 – Code of Conduct for Procurement:

DELETE in it's entirety.

INSERT:

Code of Conduct and Certifications - Contract

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. In addition to complying with the Code of Conduct for Procurement, the Contractor must also comply with the terms set out in this section.
2. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.
3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Contractor's affiliates if:
 - a. directly or indirectly either one controls or has the power to control the other, or
 - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. The Contractor must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the period of the contract. The Contractor must also, when so requested, provide Canada with the corresponding Consent Forms.
5. The Contractor certifies that it is aware, and that its affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.
6. The Contractor certifies that neither the Contractor nor any of the Contractor's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
7. The Contractor certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under the contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:
 - a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the Financial Administration Act, or
 - b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or
 - c. section 462.31 (*Laundrying proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the Criminal Code of Canada, or
 - d. section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the Competition Act, or
 - e. section 239 (*False or deceptive statements*) of the Income Tax Act, or
 - f. section 327 (*False or deceptive statements*) of the Excise Tax Act, or
 - g. section 3 (*Bribing a foreign public official*) of the Corruption of Foreign Public Officials Act, or
 - h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act.

4. Term of Contract

- 4.1 All Work is to be completed by the dates listed in Annex A.

5. Authorities

- 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____

Telephone: _____

E-mail address: _____

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 Project Authority

The Project Authority for the Contract is:

Name: _____
Telephone: _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract 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.

5.3 Contractor's Representative

Name: _____
Telephone: _____
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 price" **or** "firm lot price" as per Annex A. Customs duties are _____ (*insert* "included", " excluded" **or** "subject to exemption") and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.2. SACC Manual Clause

SACC Manual Clause C6000C (2007-05-25) Limitation of Price
SACC Manual Clause H1000C (2008-05-12) Single Payment

7. Invoicing Instructions

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

Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and Payment.
- (b) One (1) copy of all invoices must be forwarded on a monthly basis by the end of the following month:

Public Works and Government Services Canada, Furniture Division
Place du Portage, Phase III, 6B3
11 Laurier Street, Gatineau, Quebec, K1A 0S5

Attention: Senior Purchasing Assistant (AB Invoice Authority)
E-mail address: ncrfurniture.rcnameublement@tpsgc-pwgsc.gc.ca

8. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (Insert the name of the province or territory as specified by the Bidder in its bid, if applicable)

9. 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) 2010A (2010-01-11) General conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement and Basis of Payment;
- (d) Annex B, Security Requirements Check List (if applicable);
- (e) Supply Arrangement E60PQ-090004/xxx/PQ
- (f) the Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, insert at time of contract award: ", as clarified on _____" or ", as amended on _____" and insert date (s) of clarifications or amendment(s))

10. Defence Contract (if applicable)

SACC Manual clause A9006C _____ (insert date) Defence Contract

11. SACC Manual Clauses

SACC Manual Clause W0002D (2000-12-01) - Delivery Requirements Outside a CLCSA
SACC Manual Clause W0003D (2000-12-01) - FOB Destination Outside CLCSAs
SACC Manual Clause A9068C (2007-05-25) - Site Regulations
SACC Manual Clause B1505C (2006-06-16) - Shipment of Hazardous Materials
SACC Manual Clause G1005C (2008-05-12) - Insurance

12 Shipping Instructions - Delivery at Destination

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

- (a) DDP Delivered Duty Paid (Delivery Address), Incoterms 2000 for shipments from commercial contractor. The Contractor must unload at destination.

13. Transportation Costs

The Contractor must ship the goods prepaid via the method of transportation specified at time of call-up including all delivery charges to the named place of destination at time of call-up. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

14. Deficiency Procedures

The Contractor must adhere to the following deficiency procedures:

1. The Contractor must notify the Identified User when the installation is completed;
2. The Identified User must arrange for the initial walk-through inspection with the Contractor;
3. The walk-through inspection must take place no later than three business days after installation is completed;
4. If the call-up 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 Identified User in consultation with the Contractor must prepare the deficiency list documenting all problems in every area;
6. The deficiency list must be forwarded by the Identified User 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 Identified User; and
9. The Contractor must notify the Identified User when all deficiencies have been completed. If satisfied, the Identified User must provide the Contractor a final sign-off that the deficiencies have been satisfied.

15. 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 manufacturers specifications;
4. Ensure all other products function properly and make minor adjustment/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 the 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 like from the site, as frequently as is necessary; and
8. Upon completion of the installation and at the request of the Identified User, the Contractor (or his authorized representative) must walk through the installation area with the Identified User to verify the operating condition of all product in accordance with the deficiency procedures.

Annex A – Requirement and Basis of Payment

SAMPLE 1 - Firm Unit Prices with % charge for all delivery and installation

Table I - Product						
A	B		C	D	E	F
Product	Standardized Product Descriptions	SA approved Model #	Unit (EA)	Qty	Bidder's Proposed Firm Unit Price	Extended Total (D x E) \$
1						
2						
3						
4						
5						
6						
					Total for Products :	

Table II - Delivery								
A	D	H	I	J	K	L	M	N
Product	Qty	Mandatory Delivery Location	_____* Delivery Date Y/M/D	Bidder Agrees to Delivery Date Yes/No or offers Y/M/D	_____* Delivery Time ___Hours**	Bidder Agrees to Delivery Time Yes/No or Offers ___Hours**	Bidder's Proposed Firm Delivery Charge % (of E)	Extended Total (D x E x M) \$
1								
2								
3								
4								
5								
6								
								Total for Delivery :

Table III - Installation								
A	D	O	P	Q	R	S	T	U
Product	Qty	Mandatory Installation Location	_____* Installation Date Y/M/D	Bidder Agrees to Installation Date Yes/No or offers Y/M/D	_____* Installation Time ___Hours**	Bidder Agrees to Installation Time Yes/No or Offers ___Hours**	Bidder's Proposed Firm Installation Charge % (of E)	Extended Total (D x E x T) \$
1								
2								
3								
4								
5								
6								
								Total for Installation :

Loading Dock Limitations:

IU to include, if applicable, information such as but limited to:

1. Dock location: _____
 2. Size: _____
 3. Lift (Y/N): _____
 4. Lift type (hydraulic, electric, mechanical): _____
 5. Special Shipping (if any): _____
-
-

Evaluation of Bid Price		
1	Product Total (Table I) :	\$
2	Delivery Total (Table II) :	\$
3	Installation Total (Table III) :	\$
4	Total Evaluated Price (1+2+3) :	\$
5	Applicable taxes, specify : GST_____, HST_____, QST_____:	\$
6	Total Contract Price (4+5) :	\$

Note to IU: These are instructions, remove prior to issuance of the solicitation.

1. IU to complete all columns and identify the columns that the bidder is to complete. Adjust contents as appropriate.
2. Bidder to complete all columns starting with "Bidder/Bidder's".
3. *IU to indicate Mandatory or Desirable.
4. **IU to indicate time using 24-hour clock.
5. For Sample 1, columns J, Q, L and S, If delivery or installation is mandatory, delete "or offers".

IMPORTANT: The IU must ensure that the Basis of Payment of this Annex is consistent with the Basis of Payment in Part 6, article 6.1 of this Bid Solicitation and Resulting Contract Template.

SAMPLE 2 - Firm Lot Price with % charge for delivery and installation

Table I - Product						
A	B		C	D	E	F
Product	Standardized Product Descriptions	SA approved Model #	Unit (EA)	Qty	Bidder's Proposed Firm Lot Price	Extended Total (D x E) \$
1						
2						
3						
4						
5						
6						
					Total for Products :	

Table II - Delivery								
A	D	H	I	J	K	L	M	N
Product	Qty	Mandatory Delivery Location	_____* Delivery Date Y/M/D	Bidder Agrees to Delivery Date Yes/No or offers Y/M/D	_____* Delivery Time ___Hours**	Bidder Agrees to Delivery Time Yes/No or Offers ___Hours**	Bidder's Proposed Firm Delivery Charge % (of E)	Extended Total (D x E x M) \$
1								
2								
3								
4								
5								
6								
								Total for Delivery :

Table III - Installation								
A	D	O	P	Q	R	S	T	U
Product	Qty	Mandatory Installation Location	_____* Installation Date Y/M/D	Bidder Agrees to Installation Date Yes/No or offers Y/M/D	_____* Installation Time ___Hours**	Bidder Agrees to Installation Time Yes/No or Offers ___Hours**	Bidder's Proposed Firm Installation Charge % (of E)	Extended Total (D x E x T) \$
1								
2								
3								
4								
5								
6								
								Total for Installation :

Loading Dock Limitations:

IU to include, if applicable, information such as but limited to:

1. Dock location: _____
 2. Size: _____
 3. Lift (Y/N): _____
 4. Lift type (hydraulic, electric, mechanical): _____
 5. Special Shipping (if any): _____
-
-

Evaluation of Bid Price		
1	Product Total (Table I) :	\$
2	Delivery Total (Table II) :	\$
3	Installation Total (Table III) :	\$
4	Total Evaluated Price (1+2+3) :	\$
5	Applicable taxes, specify : GST_____, HST_____, QST_____:	\$
6	Total Contract Price (4+5) :	\$

Note to IU: These are instructions, remove prior to issuance of the solicitation.

1. IU to complete all columns and identify the columns that the bidder is to complete. Adjust contents as appropriate.
2. Bidder to complete all columns starting with "Bidder/Bidder's".
3. *IU to indicate Mandatory or Desirable.
4. **IU to indicate time using 24-hour clock.
5. For Sample 2, columns J, L, Q, S: If delivery or installation is mandatory, delete "or offers".

IMPORTANT: The IU must ensure that the Basis of Payment of this Annex is consistent with the Basis of Payment in Part 6, article 6.1 of this Bid Solicitation and Resulting Contract template.

Annex B – Security Requirement Check List (if applicable)