

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

**Revision to a Request for a Standing Offer**

**Révision à une demande d'offre à commandes**

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

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

<b>Title - Sujet</b> Personal Storage Cabinets		
<b>Solicitation No. - N° de l'invitation</b> B8114-140130/A		<b>Date</b> 2013-10-23
<b>Client Reference No. - N° de référence du client</b> B8114-140130		<b>Amendment No. - N° modif.</b> 001
<b>File No. - N° de dossier</b> pq424.B8114-140130	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PQ-424-63747		
<b>Date of Original Request for Standing Offer</b> Date de la demande de l'offre à commandes originale		2013-10-22
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-12-02</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>Address Enquiries to: - Adresser toutes questions à:</b> Duchesneau, Jean		<b>Buyer Id - Id de l'acheteur</b> pq424
<b>Telephone No. - N° de téléphone</b> (819) 956-0406 ( )		<b>FAX No. - N° de FAX</b> ( ) -
<b>Delivery Required - Livraison exigée</b>		
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>		
<b>Security - Sécurité</b> This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Acknowledgement copy required</b> <b>Accusé de réception requis</b>	<b>Yes - Oui</b> <input type="checkbox"/>	<b>No - Non</b> <input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
<b>For the Minister - Pour le Ministre</b>		

Solicitation No. - N° de l'invitation

B8114-140130/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

pq424

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

B8114-140130

File No. - N° du dossier

pq424B8114-140130

CCC No./N° CCC - FMS No/ N° VME

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**This amendment 001 is to include the solicitation.**

# **Request for Standing Offer (RFSO)**

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;   |
| Part 5 | Certifications: includes the certifications to be provided; and   |
| Part 6 | 6A, Standing Offer, and 7B, Resulting Contract Clauses:<br><br>6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Requirement, the Basis of Payment and any other annexes.

### **2. Summary**

#### **2.1 Requirement**

To establish one Regional Individual Standing Offers (RISO) for the supply, delivery and installation of Personal Storage Cabinets for the following location:

- Jean Edmonds Tower Complex, 365 Laurier Street, Ottawa, Ontario.

Offerors must fulfill the requirement in accordance with Annex - A to be available for supply on a regional basis on behalf of Accommodation Management, Citizenship and Immigration Canada.

The period of the Standing Offer is for a one year period and two options of one year each for delivery and installation of the goods on an "as and when requested" basis.

#### **2.2 Code of Conduct**

As per section 01 of Standard Instructions 2006, a Consent to a Criminal Record Verification form, must be submitted with the offer, by Request for Standing Offers closing date, for each individual who is currently on the Offeror's Board of Directors.

## **2.3 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

## **3. Debriefings**

After issuance of a standing offer, Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - OFFEROR INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

### **1.1 SACC Manual Clauses**

M1004T (2011-05-16) Condition of Material

M0019T (2007-05-25) Firm Price and/or Rates

## **2. Submission of Offers**

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

## **3. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

#### **4. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### **1. Offer Preparation Instructions**

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (3 hard copies and/or 2 soft copies in CD/DVD format)

Section II: Financial Offer (1 hard copy and 1 soft copy in CD/DVD format)

Section III: Certifications (1 hard copy)

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

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (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 Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

**Section I: Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

**Section II: Financial Offer**

Offerors must submit their financial offer as detailed in Annex B – Basis of Payment and in accordance with Part 6B article 4.1 and the requirements of this solicitation. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Offerors are to complete pricing tables 1 and 2 at article 1 of Annex B – Basis of Payment.

The Offeror is requested to complete the series column for information purposes only.

**Section III: Certifications**

Offerors must submit the certifications required under Part 5.

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION****1. Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

**1.1. Technical Evaluation****1.1.1 Mandatory Technical Criteria**

1.1.1.A.	Mandatory Technical Specifications Criteria (MTSC)
MTSC1	<p><b>MTSC1.1 :</b></p> <p>The bidders products must have successfully passed the following sub tests ANSI/BIFMA x 5.9 for the product proposed at Annex B of this solicitation :</p> <ul style="list-style-type: none"> <li>- Subtest 4.3 and 4.4 from section 4-Unit Strength Test- ANSI/BIFMA x5.9-2012- Office Furniture-Storage Units-Tests;</li> <li>- Subtest 5.4 and 5.6 from section 5-Leg/Glide Assembly Strength ANSI/BIFMA x5.9-2004- Office Furniture-Storage Units-Tests;</li> <li>- Subtest 9.4.4 from section 9.4-Stability Test for Type 1 storage units with multiple extendible elements- ANSI/BIFMA x5.9-2012- Office Furniture-Storage Units-Tests;</li> </ul> <p><b>MTSC1.2:</b></p> <p>The test report must be no more than 5 years old at closing date of solicitation B8114-140130/A</p> <p><b>MTSC1.3:</b></p> <p>To demonstrate compliance with MTSC1.1, the bidder must submit the test report in soft copy, in a CD/DVD format written in Adobe Acrobat version 7 or</p>



	older, or hard copy.
MTSC2	<p><b>MTSC2.1:</b> The bidder must certify that all the products offered conform to all specifications of, and meet the testing requirements detailed in Annex "A".</p> <p><b>MTSC2.2:</b> To demonstrate MTSC2.1, the bidder must sign and date the Product Conformance certification clause in accordance with section 2.1 of Part 5 - Certifications of this solicitation in hard copy.</p>
MTSC3	<p><b>MTSC3.1:</b> The bidder must submit descriptive information that includes as a minimum the dimensions (length, width, height) for the proposed item at annex B of this solicitation in accordance with the Requirement at Annex A.</p> <p><b>MTSC3.2:</b> To demonstrate compliance with MTSC1.6, the bidder must submit the descriptive information in soft copy, in a CD/DVD format written in Adobe Acrobat version 7 or older, or hard copy.</p>

## 1.1 Financial Evaluation

1.2.1	Mandatory Financial Criteria (MFC)
MFC1	<p><b>MFC1.1:</b> The Offeror must submit completed tables 1 and 2 at article 1 of Annex B – Basis of Payment.</p> <p><b>MFC1.2:</b> To demonstrate MFC1.1 Offerors must submit their pricing in accordance with Part 3, Section II - Financial Offer of this solicitation in hard copy.</p>

## 2.

### Basis of Selection

- 2.1** An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price per location will be recommended for issuance of a standing offer.

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

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

## **1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer**

### **1.1 Code of Conduct and Certifications - Related documentation**

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

### **1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from HRSDC-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## **2. Additional Certifications Required with the Offer**

Offerors must submit the following duly completed certifications with their offer.

### **2.1 Product Conformance**

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

\_\_\_\_\_  
Offeror's Signature

\_\_\_\_\_  
Date

### **2.2 Dealer Authorization**

If the Offeror is not the manufacturer of the products proposed, but is submitting an offer offering products of the manufacturer, the Offeror must be an Authorized Dealer of the manufacturer for whom the Offeror is acting.

The Offeror must also provide, as part of its offer, 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 Offeror is in fact the authorized agent/distributor.

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

## **1. Offer**

- 1.1** The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex - A.

## **2. Security**

There is no security requirement applicable to this Standing Offer.

## **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

### **3.1 General Conditions**

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

### **3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period.

A detailed and current record of all Call-ups must be kept and submitted with the following information :

- i) The Call-up reference number;
- ii) A title or a brief description to explain the Call-up details (this must include at a minimum the affected floors and each component's model numbers);
- iii) The amount (GST or HST extra) specified in the Call-up (as last amended, as applicable);
- iv) The total amount (GST or HST extra), expended to the date against all Call-ups issued;
- v) The start and completion date for each Call-up;

- vi) The active status of each Call-up, as applicable.

#### **4. Term of Standing Offer**

##### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from the date of award to one (1) year after with two (2) options of one (1) year each.

#### **5. Authorities**

##### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Jean Duchesneau  
Senior Purchasing Assistant  
Public Works and Government Services Canada  
Acquisitions Branch  
Commercial and Consumer Products Directorate  
6B3, Place du Portage, Phase III

Telephone: 819-956-0406  
Facsimile: 819-956-5706  
E-mail address: [jean.duchesneau@tpsgc-pwgsc.gc.ca](mailto:jean.duchesneau@tpsgc-pwgsc.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

##### **5.2 Project Authority (to be completed at contract award)**

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

##### **5.3 Offeror's Representative (to be completed by Offeror)**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

## **6. Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is:  
Accommodation Management Branch of Citizenship and Immigration in the National Capital Area (NCA).

## **7. Call-up Procedures**

7.1 Identified Users must document their procurement action based on contracting policies and procedures set in place by Treasury Board.

7.2 Authorized Call-ups against this Standing Offer must be made using duly completed forms identified in article 8, Call-up Instrument.

7.3 No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.

7.4 Only the goods identified in the price list (Annex "B" of the Standing Offer) are authorized for call-up.

7.5 If by error or omission the identified User fails to apply the correct price as listed in the price list or applies them improperly, it will be the responsibility of the supplier to notify the Identified User of any error prior to delivery.

7.6 Any modifications to the original call-up must be supported by the issuance of a subsequent form in accordance with the Standing Offer terms and conditions in effect at the time of call-up.

7.7 Call-up documents must make reference to a unique and sequential internal requisition number.

7.8 Numbering of Call-ups paid for by Acquisition Cards.

For audit purposes, it is recommended that Identified Users number call-ups paid for by acquisition cards according to a unique and sequential numbering system. The following format is suggested (XXXX-YYMMDD-SS). XXXX represent the four last digits of the credit card number; YYMMDD represents the date of the order and; SS represents a sequential number for orders placed the same day.

## **8. Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form. *PWGSC-TPSGC 942, Call-up Against a Standing Offer* or an electronic version.

## **9. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

## **10. Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (amount will be inserted at Standing Offer award)(*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or six (6) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## **11. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2013-04-25),; General Conditions – Goods (Medium Complexity;
- f) Annex A, General Statement of Requirement;
- g) Annex A-1, Requirement;
- h) Annex B, Basis of Payment;
- i) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## **12. Certifications**

### **12.1 Compliance**

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

### **12.2 Product Conformance Certification**

The Contractor warrants that the Product Conformance Certification submitted by the Contractor is accurate and complete, and that the products provided under this Contract are in accordance

with Annex A – Requirement. The Contractor must keep proper records and documentation relating to the product conformance and the Testing Requirements in Annex A. The Contractor must not, without obtaining the prior written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of the Contract or the expiry date of Warranty, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts.

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

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

**12.3** Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### **13. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

### **14. Health and Safety**

When delivery to floors is within a construction zone, all delivery and installation employees must wear hard hats and steel toe boots before being admitted on site. Client will advise the Contractor.

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **1. Requirement**

The Contractor must provide the items detailed in the call-up against the Standing Offer.

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

2010A (2013-04-25), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 09 – Warranty of general conditions 2010A is amended as follows:

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

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

**Section 09 – Warranty of general conditions 2010A, is amended by deleting subsection 2 in its entirety and replacing it with the following :**

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

Section 16 – Interest on Overdue Accounts of general conditions 2010A will not apply to payments made by credit cards.

All other provisions of the warranty section remain in effect.

**INSERT:**

### **Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

## **3. Term of Contract**

### **3.1 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

**3.1.1** Security prior to delivery: Client must be advised at least 48 hours prior to delivery to ensure proper security/escorts are coordinated.

### **3.2 Period of the Contract**

The Work must be completed in accordance with the call-up against the Standing Offer.

## **4. Payment**

### **4.1 Basis of Payment**



In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be a paid firm unit price. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

#### **4.2 Limitation of Price**

*SACC Manual* clause C6000C (2011-05-16) Limitation of Price

#### **4.3 Single Payment**

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

#### **4.4 SACC Manual Clauses**

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

#### **4.5 Payment by Credit Card**

The following credit cards are accepted: Visa and Mastercard and GoC Acquisition Card.

### **5. 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 has been completed.

The Contractor must distribute the invoices and reports as follows:

The original and one (1) copy must be forwarded to the following address JETC-365 Laurier ave. Accommodation, Jean Edmonds North Tower, 3<sup>rd</sup> floor

One (1) copy must be forwarded to the Standing Offer Authority identified under the section entitled "Authorities" of the Standing Offer.

### **6. Insurances**

*SACC Manual* clause G1005C (2008-05-12) Insurances

### **7. Shipping Instructions**

Goods must be consigned to the destination specified in the Call-up and delivered:

Delivered Duty Paid (Destination), Incoterms 2000 for shipments from a commercial contractor.

Jean Edmonds  
Tower South Loading dock  
JETC, B2Level,  
365 Laurier Ave. West  
Ottawa, Ontario  
K1A 1L1

Delivery is through the loading dock at above address afterhours only. Installation may occur the same night as delivery if the floor is ready to receive, otherwise coordination to return to B2 to pick up and deliver cabinets to floors may be necessary. In any case, delivery and installation is afterhours as per building owner's requirements.

**Tentative schedule for fiscal year 2013-2014:**

**B2-100 cabinets-immediately**

**JEN03-25 cabinets-immediately**

**JEN16-100 cabinets-before March 31 2014**

**JEN10-95 cabinets-before March 31 2014**

**JEN07-75 cabinets-before March 31 2014**

**Subject to change, other years to be confirmed.**

**LOADING DOCK LIMITATIONS**

- Relocation is by using loading dock then freight elevators to towers north and south
- All deliveries must be after hours (between 5:01pm and 6:59 am).
- Installation must be afterhours due to building regulations (corridors and elevators)
- No height restriction for elevators, transport can be 5 ton, cube van, trailer etc.

**8. Installations Services**

The Contractor must provide, as a minimum, the following installation services for the products supplied:

1. Receive, unload, store and transport all products/pieces to the staging and/or installation area;
2. Unpack all pieces and inspect products 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 Project Authority, the Contractor (or the authorized representative) must walk through the installation area with the Project Authority to verify the operating condition of all product in accordance with the deficiency procedures.

## **9. Post Installation Procedures**

The Contractor must adhere to the following Post Installation procedures:

1. The Contractor must notify the Project Authority when the installation is completed;
2. The Contractor must arrange for the initial walk-through inspection with the Project Authority;
3. The walk-through inspection must take place no later than three business days after installation is completed;
4. If the contract is for a phased installation, the walk-through inspection must take place no later than three business days after the completion of each phase.

## **10. Deficiency Procedures**

If any deficiencies are discovered the following procedures must be adhered to:

1. The Project Authority in consultation with the Contractor must prepare the deficiency list documenting all problems in every are;
2. The deficiency list must be forwarded by the Project Authority to the Contractor;
3. 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;
4. For all deficiencies other than those identified in point 3, , 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 Project Authority; and
5. The Contractor must notify the Project Authority when all deficiencies have been completed. If satisfied, the Project Authority must provide the Contractor a final sign-off that the deficiencies have been satisfied.

## **ANNEX "A"**

### **GENERAL STATEMENT OF REQUIREMENT**

The Contractor will supply, deliver and install the Work detailed in Annex A.

The Contractor is responsible for ensuring that its goods and services listed in its proposal fully comply with the requirements of the Standing Offer and in particular, the Contractor is responsible for ensuring that the goods fully furnish and correspond to all parts of Annex "A". In the event the Contractor omitted to include, in its offer, goods or services required to completely furnish all parts of Annex "A", the Contractor must supply, deliver and install/perform the missing goods/services at no additional cost to Canada.

**ANNEX A-1**  
**REQUIREMENT**  
**PERSONAL STORAGE CABINETS**

**OBJECTIVE**

To supply and deliver Personal Storage Cabinets at Jean Edmonds Tower South Loading dock at 365 Laurier Street, Ottawa, Ontario, Canada.

To install Personal Storage Cabinets per fiscal year, per project based on approximate quantity of 500 for yr1 with options extension for next two years based on approximate quantities of 500 for yr2, 600 for yr3.

**1.0 SCOPE**

The Cabinets requirement is based on a three years project to comply with Workplace 2.0 Standards and is intended for normal office environments.

**TECHNICAL REQUIREMENTS**

Storage cabinets must be manufactured from metal and must meet all of the mandatory requirements detailed below.

**2.0 APPLICABLE PUBLICATIONS**

The following publications are applicable:

2.1 American National Standards Institute (ANSI)  
ANSI/BIFMA X 5.9 American National Standard for Office Furnishings –Storage Units - Tests

2.2 Reference to the above publications, or test methods, is to the latest issue.

**3.0 TERMINOLOGY**

3.1 Storage cabinets must be available in the following type: Personal Storage Cabinet.

3.2 Personal Storage Cabinet: are cabinets that contain a combination of two or more of the following: drawers, doors, shelves and provides storage for personal wardrobe items and day-to-day filing for an individual's workstation.

**4.0 GENERAL REQUIREMENTS**

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

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

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

4.2 Welds - All welds shall be structurally sound, free from cracks and surface voids.

They must be clean, smooth and uniform in appearance and free from scale, flux, trapped foreign matter or any other inclusions that may be detrimental to the application of the primer or final finish.

4.2 Wear susceptible parts are designed to be replaceable.

4.3 Top and bottom vents must be provided to allow circulation of air in the cabinet.

## **5.0 DETAILED REQUIREMENTS**

5.1 Glides - All cabinets, except vertical filing cabinets, must be equipped with 4 glides with a minimum vertical adjustment of 38 mm (1.5 in.). The glides must be adjustable from the interior of the cabinet.

5.2 Suspension - The suspension on all drawers must allow for the back of the drawer/filing compartment to extend beyond the face of the cabinet.

5.3 Safety System - Lateral filing cabinets with two or more extendible members must be equipped with a positive interlock system. The system will prevent any drawer from being opened by more than 63.5 mm (2 in.) when any other drawer has been extended beyond its fully closed position. No two drawers must be capable of being opened simultaneously. Drawers must remain removeable when required.

5.4 Doors - All storage cabinet doors must be capable of opening a minimum of 95°.

5.5 Storage Cabinet Shelves - Shelves must be adjustable on increments of no more than 63.5 mm (2.5 in.). Shelves within the same cabinet compartment must be interchangeable and must extend the full width and depth of the interior cabinet compartment.

5.6 Drawers – Drawers must be metal. Drawers must be self-latching, enclosed in one body unit.

5.7 Locks – Each cabinet must be supplied with two (2) keys. Locks or cylinders must be designed to allow for easy installation or replacement by the user in the field. The locks must have a minimum of 50 key changes. Locks must be pin, tumbler and wafer type and must have a corrosion resistant finish.

5.8 Personal Storage Cabinets – All personal storage cabinets must be equipped with locks for each of the extendible members and doors. All locks must be keyed alike and each cabinet must be supplied with two (2) keys. Locks or cylinders must be designed to allow for easy installation or replacement by the user in the field. The locks must have a minimum of 50 key changes.

5.9 Bumpers - Sound reducing bumpers must be provided where necessary to reduce noise either when opening or closing the doors/drawers.

5.10 Counterweights - Counterweights must be supplied and installed with all cabinets when required through ANSI/BIFMA x5.9 compliancy.

5.11 Metal Components – All metal components are to be finished using a low VOC emitting technology.

## **6.0 DETAILED REQUIREMENTS FOR FINISHES**

6.1 Metal Finishes - The metal components must meet the following performance requirements:

6.1.1 Adhesion - The adhesion rating of the painted metal finish must be at least 4B when tested in accordance with ASTM D 3359, Method B.

6.1.2 Color Stability - The finishes must not show a change in color greater than grey scale 4 contrast when tested as per ANSI/NEMA LD-3 - Light Resistance section 3.3.2 or 3.3.3.

6.1.3 Scratch Resistance - The finish must meet the requirements of ASTM D3363, hardness H.

## **7.0 TESTING REQUIREMENTS**

7.1.1 All cabinets offered under this solicitation must have successfully completed all tests to ANSI/BIFMA x5.9, as well as meet all of the requirements of this purchase description.

7.1.2 Age of Tests: Test reports must be not more than five (5) years old at closing date of solicitation B8114-140130/A

7.1.3 Acceptable Test Facility: An independent testing laboratory or 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.

## **8.0 MANUFACTURER'S IDENTIFICATION**

8.1 All cabinets must be permanently and legibly marked with the product code and the date of manufacture or alternatively the expiry date of the warranty.

## **9.0 PRODUCT DESCRIPTION**

- Lockable
- Fully enclosed
- Range :
  - o Width : 597mm-610mm (23.5-24in.)
  - o Depth : 584mm-610mm (23-24in.)
  - o Height : 1270mm-1321mm (50-52in.)
- The wardrobe door must be available on the left and the right side of the cabinet.

The locking ventilated wardrobe must have a compartment for personal belongings and clothing with a full height door and nominal width of (203-254 mm) 8-10 in. including a side to side coat rod.

Unit to have 2 file drawers and lock. Files drawer must accommodate legal and letter and include file compressor. Drawers to have a nominal width of (380 mm) 15 in. and an interior drawer depth of not less than (496 mm) 19.5 in. All drawers to have full extension slides.

Upper storage to have a nominal width of (380 mm) 15 in and include 1 locking door and 1 adjustable shelf.

## **10.0 MANDATORY ENVIRONMENTAL ATTRIBUTES**

10.1 The manufacturer has established a program for solid waste auditing; prepared a waste reduction plan; instituted a means to track progress towards waste reduction and diversion of materials from disposal.

10.2 The product offered does not emit formaldehyde which will result in an Indoor air concentration of more than 0.5 mg/m<sup>3</sup> (see below)

10.3 The product offered does not emit VOC's which will result in an indoor air concentration of more than 0.5 mg/m<sup>3</sup> (see below)

10.4 The product offered is listed on the Environmental Choice Program to CCD-033 Criteria Certification Document for Office Furniture and Panel Systems OR Greenguard Indoor Air Quality Program to Greenguard Certification Standards for Low emitting Products for the Indoor Environmental

10.5 Manufacturer is certified to ISO 9001 at the manufacturing site of the product proposed

10.6 Recycled Material – Cabinets must be manufactured utilizing a minimum of 30% recycled content by weight.

## **11.0 FINISHES**

11.1 Pulls to be looped or integrated the same color and material as the personal storage cabinet.

11.2 Cabinet paint to match graphite-dark grey.



## ANNEX "B"

### BASIS OF PAYMENT

#### 1. Pricing Tables and Evaluated Price

##### 1.1 Table 1 – Goods

	Personal Storage Cabinet			A	B	C	D
	Model Number	Series	Year (Y)	Total estimated quantities*	Firm Unit Price inclusive of installation	Extended Total (AxB)	Total Price (1C+2C+3C)
1			Y1 - 2014	500			
2			Extension Option Y2 - 2015	500			
3			Extension option Y3 - 2016	600			

\* The quantities provided are only an approximation of the requirement given in good faith. They are not to be interpreted as a commitment on the part of the Government. Quantities could increase up to 20% of the Total estimated quantities per year.

##### 1.2 Table 2 – Services

	% rate After Normal Working Hours (AH) of the Total Price
Delivery**	

\*\* :

- Delivery is 100% after hours (AH) and form part of the Evaluated price, and may occur separately (not the same night).
- Installation could be during Normal Hours (NH) if the floor is unoccupied and may occur separately (not the same night/day).
- The majority of the installations will be after hours (AH) (at 90%).

##### 1.3 Evaluated Price

The Evaluated Price will be calculated as follows:

Evaluated price = Total Price (TP) + Delivery ((% AH/100 x TP)

#### 2. Standing Offer Pricing

##### 2.1 The following will be presented in this format.

###### 2.1.1 Table 1 - Goods

Only the following columns of Table 1 – Goods will be added here by the Standing Offer Authority and will form part of the resulting Standing Offer:

- Model Number
- Series
- Year (Y)

- Total Estimated Quantities
- Firm Unit Price inclusive of installation

#### 2.1.2 Table 2 – Services

All columns of Table 2 – Services will be added here by the Standing Offer Authority and will form part of the resulting Standing Offer.

- Normal Working hours is defined as Monday through Friday 7:00am to 5:00pm.
- After Normal Working hours is defined as Monday through Friday 5:01pm to 6:59am, Saturdays, Sundays and Statutory Holidays.

## ANNEX "C"

### LAYOUT

Dimensions of this layout are approximates, refer to Annex A-1, Section 9.0 – Product Description for dimensions.

## PERSONAL TOWER

