

National Energy
Board



Office national
de l'énergie

REQUEST FOR PROPOSAL

Dual Monitor Arms

Enquiries: All enquiries and bid submissions are to be directed to:

Papa Thierno Ndiaye
Telephone: (403) 472-4058
Facsimile: (403) 299-3637
Email: papathierno.ndiaye@neb-one.gc.ca

Issuing Office
National Energy Board
444 7th Ave. S.W.
Calgary, Alberta
T2P 0X8

Vendor

TBD

VENDORS NAME AND SIGNATURE

Name (please print)

Date

Signature

Procurement Business Number (PBN)

1. For procurement purposes, Canada uses a unique Procurement Business Number (PBN) to identify a company and its branches, divisions, or offices, where appropriate. The PBN is created using the entity's Canada Revenue Agency Business Number.
2. All companies are strongly encouraged to obtain a PBN.
3. Companies may register for a PBN in the Supplier Registration Information (SRI) service on line at the Contracts Canada Internet site at: <http://contractscanada.gc.ca>. In order for companies to be sourced by government buyers, they must complete the registration process and activate their account in the SRI service.
4. For non-Internet registration, contact the Contracts Canada InfoLine at 1-800-811-1148 or (819) 956-3440, in the National Capital Area, to obtain the telephone number of the nearest Supplier Registration Agent.

NOTE: Security Requirements - All Contractor personnel may be required to undergo security clearances prior to commencing any work on the National Energy Board (NEB) premises.

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PART 1: GENERAL INFORMATION**1 Security Requirement**

There is no security requirement associated with the requirement.

2 Requirement

The National Energy Board (NEB) has a requirement for the supply, delivery and installation of 425 Dual Monitor Arms at National Energy Board at Centre 10, 517 - 10th Avenue S.W., Calgary, Alberta, T2R 0A7.

The requirement is detailed at Annex A - Purchase Description, Annex B - Component Listing and Annex C – Illustration.

3 Debriefings

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

PART 2: BIDDER INSTRUCTIONS**1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/16>)

2 Submission of Bids

Bids must be submitted only to National Energy Board (NEB) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

**National Energy Board
Supply Management
444 Seventh Avenue SW.
Calgary, Alberta T2P 0X8**

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

3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than twenty (20) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4 Applicable Laws

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

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

PART 3: BID PREPARATION INSTRUCTIONS

1 Bid Preparation Instructions

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

Section I: Technical Bid (CD or DVD format or 1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

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

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

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of color printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

Section I: Technical Bid

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

Section II: Financial Bid

1.1 Bidders must submit their financial bid in Canadian funds and in accordance with Annex B - Component listing. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, as applicable.

1.2 Bidders must submit their total firm lot price Delivered Duty Paid (DDP) destination; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded.

1.3 When preparing their financial bid, bidders should review Part 6, The Basis of Payment and clause 1.2, Financial Evaluation, of Part 4.

1.4 **SACC Manual Clauses**
C3010T (2013-06-11) Exchange Rate Fluctuation Risk Mitigation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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

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

As per 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements - section 05 - Submission of Bids - 7. Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

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

1.1 Mandatory Technical Criteria

Response to the mandatory technical specifications criteria and mandatory technical general criteria must be submitted with the Request for Proposal at bid closing date and time.

1.1 A	Mandatory Technical Specifications Criteria (MTS)	Met or Not Met (Yes/No)
MTS1.1	<p>The Bidder must submit descriptive information demonstrating compliance with the technical specifications in ANNEX A herein. As a minimum, the descriptive information must address:</p> <p>-Product description(s) and dimensions.</p> <p>Descriptive information can be in the form of a section of a price list pertaining to the product requested, specification guide, catalogue or other, as long as the descriptive information required above is provided. Any pricing contained in the descriptive information will not be considered for the financial evaluation.</p>	
MTS1.2	<p>The descriptive information in MTS1.1 must be submitted in a CD or DVD format version 7 or older, or hard copy.</p>	
MTS2	<p>The Bidder certifies that the products being offered for this requirement meet the testing requirements detailed at Annex A - Purchase Description at PART 5 Certification.</p>	

1.2 Financial Evaluation

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

2. Basis of Selection

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

3. Security Requirement

Refer to Part 6 - Resulting Contract Clauses.

PART 5: CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested. Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply

with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1 Certifications Precedent to Contract Award

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

1.1 Federal Contractors Program - 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 contract award. If the Bidder, or, if the Bidder 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 award of the Contract.

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 bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

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

The Bidder or the member of the joint venture

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

1.2 Testing Certification

The bidder certifies that all the products being offered for this requirement meet the testing requirements detailed at Annex A - Purchase Description with the exception of those required in Part 4 – Mandatory Technical Specification Criteria.

Name of Bidder's authorizing signatory

Date

PART 6: RESULTING CONTRACT CLAUSES**1 Security Requirement**

There is no security requirement associated with the requirement.

2 Requirement

The National Energy Board (NEB) has a requirement for the supply, delivery and installation of 425 Dual Monitor Arms at National Energy Board at Centre 10, 517 - 10th Avenue S.W., Calgary, Alberta, T2R 0A7.

The requirement is detailed at Annex A - Purchase Description, Annex B - Component Listing and Annex C – Illustration.

3 Standard 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

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

Subsection 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 five (5) years.

Subsection 09-Warranty of General Conditions 2010A is amended as follows:

DELETE: Subsection 2 in its entirety

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

4 Term of Contract**4.1 Period of the Contract**

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

4.2 Delivery and Installation

<u>Delivery requirement</u> On or before May 15, 2014	<u>Delivery date offered</u>
<u>Installation requirement</u> Installation completion timeframe of three (3) weeks; Two (2) weeks following the Delivery date	<u>Installation completion date offered</u>

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

National Energy Board
444 - 7th Ave S.W.
Calgary, Alberta T2P 0X8
Attn: Papa Thierno Ndiaye
Telephone: (403) 472-4058
Email: papathierno.ndiaye@neb-one.gc.ca

Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of this Contract based on verbal or written requests or instructions from any government personnel other than the Contracting Officer.

5.2 Project Authority

National Energy Board
Supply Management
444 - 7th Ave S.W.
Calgary, Alberta T2P 0X8
Attn: (will be determined at contract award)
Telephone:
Email:

Should the work or any portions thereof not be satisfactory, the Project Authority reserves the right to reject it, in part or in its entirety, and to require its correction before recommending payment.

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

Company: (will be determined at contract award)
Attn.:
Telephone:
Facsimile:
E-mail:

6 Payment

6.1 Basis of Payment

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

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

6.2 Single Payment

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

7 Invoicing Instructions

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

7.2 Invoices must be distributed as follows:

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

(b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8 Certifications

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

8.2 Testing Certification

The Bidder warrants that the Testing Certification submitted by the Bidder is accurate and complete, and that the goods provided under any (call-ups against the Standing Offer) or (Contract against the Supply Arrangement) or (Contract) are in accordance with Annex A - Purchase Description. The Bidder must keep proper records and documentation relating to the Testing Requirements. The Bidder must not, without obtaining before the written consent of the (Standing Offer Authority or Contracting Authority or Supply Arrangement Authority), dispose of any such records or documentation until the expiration of (Standing Offer, Supply Arrangement or Contract) or the expiry date of the warranty, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts.

Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to any (contract or call-up) resulting from the (Standing Offer or Supply Arrangement or Contract).

9 Applicable Laws

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

10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2013-04-25) General Conditions - Goods (Medium Complexity)
- (c) Annex A, Purchase Description
- (d) Annex B, Component Listing
- (e) The Contractor's bid dated _____ **(to be inserted at Contract award)**

11 SACC Manual Clauses

- A9068C (2010-01-11) Government Site Regulations
- B7500C (2006-06-16) Excess Goods
- G1005C (2008-05-12) Insurance

12 Shipping Instructions

Ship to:

National Energy Board
Centre 10, 517 - 10th Avenue S.W.
Calgary, Alberta, T2R 0A7
Attn: Management Services

Goods must be consigned to the destination specified in the Contract and delivered: Delivered Duty Paid (DDP) Calgary (Alberta), Incoterms 2000 for shipments from a commercial contractor.

13 Installation Services

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

1. Receive, unload, store and transport all products/pieces to the staging and/or installation site;
2. Unpack all pieces and inspect products for shipping damage;
3. Install all products in accordance with the manufacturer's specifications;
4. Ensure all other products function properly and make minor adjustment/repairs;
5. Touch up all minor nicks and scratches on the product that may have occurred during installation;
6. Clean the products 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, using a dumpster arranged for by the Contractor; and

8. Upon completion of the installation and at the convenience of the Project Authority, the Contractor (or his authorized representative) must walk through the installation site with the Project Authority (or an authorized representative of the Project Authority) to verify the operating condition of all products in accordance with the Deficiency Procedures.

14 Deficiency Procedures

The Contractor must adhere to the following deficiency procedures:

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

ANNEX A**Purchase description for Dual Monitor Arms****1 SCOPE**

Supply, Delivery and install 425 monitor arms with the dual-monitor crossbar to each open workstation. The work will be done in two parts.

2 GENERAL REQUIREMENTS

Part 1:

Install and clamp mount the monitor arms onto the existing 24" X 48" adjustable work surface in each open workstation on floors 2, 3, 4, and 5 at Centre 10. Work to be completed by May 15th, 2014 (may take more than one day to install).

Part 2:

Installation to include installers removing monitors from existing stands and attaching brackets and additional screws to the 2 monitors, and then attaching the monitors to the monitor arm.

This part of the work will be done once the monitors have been delivered to each workstation by movers on the following weekends in June 2014. See dates below. Installers to ensure that the monitors weight adjustments are to the correct tension (leave the stands on the work surface, to be removed by others).

Dates for monitor installation:

<p>June 2-5: 2nd floor – (Records, Service Desk, Library, HR File Room) - Only Files moving June 6-8: 2nd floor, 3rd floor, 4th floor – (CIS, PCS) – Work to start on the Saturday after 17:00hrs June 13-15: 3rd floor, 4th floor - (Apps, Ops, SABU, Secretary's Office, Legal Services, Strategic Leaders, Board Members) – Work to start on the Saturday after 17:00hrs.</p>

Clean up and remove garbage.

**ANNEX B
COMPONENT LISTING**

Dual Monitors Arms

A	B	C	D
QUANTITY	MODEL NUMBER	DESCRIPTION	FIRM UNIT PRICE
425		Dual Monitor Arms with desk clamp mount and/or as required	\$_____

Total Firm lot price in accordance with the bidder published price list
(A x D) = \$_____

Less: Discount at a firm percentage rate of _____% off price list - \$_____

Total Firm lot price less the discount = \$_____

A) Installation Charges (lot price) for **100 Dual Monitor Arms** : during
weekend (Saturday and Sunday) + \$_____

B) Installation Charges (lot price) for **325 Dual Monitor Arms** : during
weekdays after working hour's 5:01p.m. to 10:00p.m. or during weekend
(Saturday and Sunday) + \$_____

Transportation Charges (lot price) + \$_____

**Total Bid Price including Installation Charges A) & B) and
Transportation Charges** = \$_____

**ANNEX B
ILLUSTRATION**

Note : The illustration is for information purpose only

