

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1  
Bid Fax: (204) 983-0338**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

<b>Title - Sujet</b> Office Furniture - SSC	
<b>Solicitation No. - N° de l'invitation</b> ET025-150094/A	<b>Date</b> 2014-05-08
<b>Client Reference No. - N° de référence du client</b> SSC ET025-150094	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$WPG-015-8997	
<b>File No. - N° de dossier</b> WPG-4-37017 (015)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-06-18</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Central Daylight Saving Time CDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input checked="" type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Nnadi, Chaz	<b>Buyer Id - Id de l'acheteur</b> wpg015
<b>Telephone No. - N° de téléphone</b> (204) 983-6109 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 100-167 LOMBARD AVE WINNIPEG Manitoba R3C2Z1 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Western  
Region  
PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1

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

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*Please see attached Bid Solicitation Package*

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## **PART 1 - GENERAL INFORMATION**

### **1. Statement of Work**

The Work to be performed is detailed under Annex A – Statement of Work, of the resulting contract clauses.

### **2. Debriefings**

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.

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"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)."

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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.

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Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: ninety (90) days

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

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 ( 3 hard copies)  
Section II: Financial Bid ( 1 hard copy)  
Section III: Certifications (1 hard copy)

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

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

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

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

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

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

#### **Section II: Financial Bid**

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

##### **1.1 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

Mandatory Technical Criteria (MTC)	
<b>MTC1</b>	MTC 1.1 The product bid must meet the full requirement and technical specifications detailed in Annex A (and its appendix).
<b>MTC2</b>	MTC 2.1 The Bidder must submit descriptive information demonstrating compliance with the technical specifications for all articles in section 5 in Annex A herein. As a minimum, the descriptive information must address:  1. Product Descriptions and dimensions 2. 3D Visual Drawings  MTC 2.2 The descriptive information in MTC2.1 must be submitted in CD/DVD or USB format written in Adobe Acrobat PDF version 7 or older.  MTC 2.3 Undergone and successfully passed all the testing stipulated in Annex A – Performance Criteria. The testing must be performed no later than the closing date of the solicitation and no older than five (5) years.
<b>MTC3</b>	MTC3.1 The Bidder must demonstrate their bid meets the requirements detailed in Annex A and MTC 2.3 by completed the certification at Part 5, Article 1.3, at a minimum.

#### 1.2 Financial Evaluation

##### 1.2.1 SACC Manual Clause [A0220T](#) (2013-04-25), Evaluation of Price

Mandatory Financial Criteria (MFC)	
<b>MFC1</b>	MFC 1 The Bidder must complete in its entirety - Annex B- Basis of Payment

### 2. Basis of Selection

**2.1** A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### **1. Certifications Required Precedent to Contract Award**

#### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" 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 Employment and Social Development Canada (ESDC) - Labour's website.

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

#### **1.3 Product Conformance**

( ) The Offeror certifies that all the products offered conform, and will continue to conform throughout the duration of the Contract, to all specifications of Annex A , Statement of Work, and Annex C, Drawings and meet the testing requirements detailed in Annex A.

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Supplier's Signature

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Date



## **PART 6 - RESULTING CONTRACT CLAUSES**

1. There is no security requirement applicable to this Contract.

### **2. Requirement**

The Contractor must perform the Work in accordance with the Statement of Work 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*(<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**

2010A (2014-03-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

At Subsection 09 - Warranty, of 2010A (2014-03-01) is amended as follow:

**DELETE:** The warranty period will be twelve months.

**INSERT:** The warranty period will be five (5) years parts and labour.

Section 9 entitled Warranty of general conditions 2010A (2014-03-01) is amended by deleting subsection 2 in its entirety and replacing it with the following:

2. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out 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**

Term of contract will be from contract award to September 30, 2014.

#### **4.2 Delivery**

Delivery of materials is required commence delivery by August 1 2014.

Installation is required to occur between August 1, 2014 and September 15, 2014.

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Chaz Nnadi

Supply Specialist, Public Works and Government Services Canada  
Acquisitions Branch, Western Region  
100-167 Lombard Ave., Winnipeg, Manitoba, R3C 2Z1  
Telephone: 204-983-6109  
Facsimile: 204-983-7796  
E-mail address: [chiazonadi@pwgsc.gc.ca](mailto:chiazonadi@pwgsc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## **5.2 Project Authority**

The Project Authority for the Contract is:

*To be named at Contract award.*

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: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## **6. Payment**

### **6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in Annex B, Basis of Payment for a cost of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

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 Limitation of Price**

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

### **6.3 Multiple Payments**

SACC Manual clause H1001C (2008-05-12) Multiple Payment

#### **6.4 SACC Manual Clauses**

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

#### **7. Invoicing Instructions**

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.

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**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if 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.

#### **9. Applicable Laws**

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

#### **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 (2014-03-01) Goods ( Medium Complexity)
- (c) Annex X, Statement of Work
- (d) Annex X, Basis of Payment
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

#### **11. SACC Manual Clauses**

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

#### **12. Transportation Costs**

The Contractor must prepay transportation costs. 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.

## **12.1 Shipping Instructions - Delivery at Destination**

Ship to:  
3427 Faithfull Avenue  
Saskatoon, Saskatchewan

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

## **13. Installation Services**

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

The contractor will not have exclusive control of the site and must coordinate his installation with other trades and contractors who will be working on the site during the same time frame. The safety of the site will be the responsibility of a prime contractor other than the contractor of the Work. The contractor must do Work in accordance with the requirements of the designated Prime Contractor in all matters dealing with site safety.

The contractor should assume for the purposes of this solicitation that, by the time of installation of the mobile file shelving systems:

- \_the premises will be mostly constructed but vacant;
- \_partitions and doors indicated on the sketches will be in place;
- \_that the structural reinforcement for the mobile system will be complete;
- \_that the loading dock will be operational; and
- \_there will be freight elevator service to the second and fourth floors.

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 their authorized representative) must walk through the installation area with the Project Authority ( or their authorized representative) verify the operating condition of all product in accordance with the deficiency procedures.

## **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 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 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.

**ANNEX "A"**

**STATEMENT OF WORK**

\*\*\* Please view Appendix A – Furniture Mandatory Criteria\*\*\*

## ANNEX "B"

### BASIS OF PAYMENT

- Bidders must provide bids as per unit of issue requested. Bidders must submit firm all inclusive prices.
- The price of the bid will be evaluated in Canadian dollars, applicable taxes excluded, Delivered Duty Paid (DDP) and the contractor is responsible for all delivery charges, administration costs, and risks of transport and customs clearances, including the payment of customs duties and taxes.
- GST, if applicable, is not included and is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

	DESCRIPTION	UNIT OF ISSUE	LOT PRICE
1	Total ALL-INCLUSIVE pricing for all components required for the complete workstations as described in Annex A – A, and Appendix A.	Lot	\$ _____
2	Total ALL-INCLUSIVE Regular Installation charges for the complete installation, as detailed in Annex A. Lot price is to include all travel and living expenses.  Regular Installation to be completed during working hours from 08:00 to 17:00, Monday to Friday inclusive.	Lot	\$ _____
3	Total ALL-INCLUSIVE Overtime Installation charges for the complete installation, as detailed in Annex A. Lot price is to include all travel and living expenses.  Overtime Installation to be completed during working hours from 17:00 to 08:00, Friday to Monday inclusive.	Lot	\$ _____
4	Total ALL-INCLUSIVE Transportation and Delivery Charges	Lot	\$ _____

\*If upon delivery and acceptance, the product is found to not meet the Minimum Specifications, the product will be returned at the supplier's expense and the Contract will be terminated.

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

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

#### **Section II: Financial Bid**

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

##### **1.1 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

Mandatory Technical Criteria (MTC)	
<b>MTC1</b>	MTC 1.1 The product bid must meet the full requirement and technical specifications detailed in Annex A (and its appendix).
<b>MTC2</b>	MTC 2.1 The Bidder must submit descriptive information demonstrating compliance with the technical specifications for all articles in section 5 in Annex A herein. As a minimum, the descriptive information must address:  1. Product Descriptions and dimensions 2. 3D Visual Drawings  MTC 2.2 The descriptive information in MTC2.1 must be submitted in CD/DVD or USB format written in Adobe Acrobat PDF version 7 or older.  MTC 2.3 Undergone and successfully passed all the testing stipulated in Annex A – Performance Criteria. The testing must be performed no later than the closing date of the solicitation and no older than five (5) years.
<b>MTC3</b>	MTC3.1 The Bidder must demonstrate their bid meets the requirements detailed in Annex A and MTC 2.3 by completed the certification at Part 5, Article 1.3, at a minimum.

#### 1.2 Financial Evaluation

##### 1.2.1 SACC Manual Clause [A0220T](#) (2013-04-25), Evaluation of Price

Mandatory Financial Criteria (MFC)	
<b>MFC1</b>	MFC 1 The Bidder must complete in its entirety - Annex B- Basis of Payment

### 2. Basis of Selection

**2.1** A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### **1. Certifications Required Precedent to Contract Award**

#### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" 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 Employment and Social Development Canada (ESDC) - Labour's website.

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

#### **1.3 Product Conformance**

( ) The Offeror certifies that all the products offered conform, and will continue to conform throughout the duration of the Contract, to all specifications of Annex A , Statement of Work, and Annex C, Drawings and meet the testing requirements detailed in Annex A.

---

Supplier's Signature

---

Date

## **PART 6 - RESULTING CONTRACT CLAUSES**

1. There is no security requirement applicable to this Contract.

### **2. Requirement**

The Contractor must perform the Work in accordance with the Statement of Work 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*(<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**

2010A (2014-03-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

At Subsection 09 - Warranty, of 2010A (2014-03-01) is amended as follow:

**DELETE:** The warranty period will be twelve months.

**INSERT:** The warranty period will be five (5) years parts and labour.

Section 9 entitled Warranty of general conditions 2010A (2014-03-01) is amended by deleting subsection 2 in its entirety and replacing it with the following:

2. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out 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**

Term of contract will be from contract award to September 30, 2014.

#### **4.2 Delivery**

Delivery of materials is required commence delivery by August 1 2014.

Installation is required to occur between August 1, 2014 and September 15, 2014.

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Chaz Nnadi

Supply Specialist, Public Works and Government Services Canada  
Acquisitions Branch, Western Region  
100-167 Lombard Ave., Winnipeg, Manitoba, R3C 2Z1  
Telephone: 204-983-6109  
Facsimile: 204-983-7796  
E-mail address: [chiazonadi@pwgsc.gc.ca](mailto:chiazonadi@pwgsc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## **5.2 Project Authority**

The Project Authority for the Contract is:

*To be named at Contract award.*

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: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## **6. Payment**

### **6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in Annex B, Basis of Payment for a cost of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

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 Limitation of Price**

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

### **6.3 Multiple Payments**

SACC Manual clause H1001C (2008-05-12) Multiple Payment

#### **6.4 SACC Manual Clauses**

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

#### **7. Invoicing Instructions**

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.

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**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if 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.

#### **9. Applicable Laws**

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

#### **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 (2014-03-01) Goods ( Medium Complexity)
- (c) Annex X, Statement of Work
- (d) Annex X, Basis of Payment
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

#### **11. SACC Manual Clauses**

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

#### **12. Transportation Costs**

The Contractor must prepay transportation costs. 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.



## **12.1 Shipping Instructions - Delivery at Destination**

Ship to:  
3427 Faithfull Avenue  
Saskatoon, Saskatchewan

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

## **13. Installation Services**

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

The contractor will not have exclusive control of the site and must coordinate his installation with other trades and contractors who will be working on the site during the same time frame. The safety of the site will be the responsibility of a prime contractor other than the contractor of the Work. The contractor must do Work in accordance with the requirements of the designated Prime Contractor in all matters dealing with site safety.

The contractor should assume for the purposes of this solicitation that, by the time of installation of the mobile file shelving systems:

- \_the premises will be mostly constructed but vacant;
- \_partitions and doors indicated on the sketches will be in place;
- \_that the structural reinforcement for the mobile system will be complete;
- \_that the loading dock will be operational; and
- \_there will be freight elevator service to the second and fourth floors.

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 their authorized representative) must walk through the installation area with the Project Authority ( or their authorized representative) verify the operating condition of all product in accordance with the deficiency procedures.

## **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 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 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.

**ANNEX "A"**

**STATEMENT OF WORK**

\*\*\* Please view Appendix A – Furniture Mandatory Criteria\*\*\*

## ANNEX "B"

### BASIS OF PAYMENT

- Bidders must provide bids as per unit of issue requested. Bidders must submit firm all inclusive prices.
- The price of the bid will be evaluated in Canadian dollars, applicable taxes excluded, Delivered Duty Paid (DDP) and the contractor is responsible for all delivery charges, administration costs, and risks of transport and customs clearances, including the payment of customs duties and taxes.
- GST, if applicable, is not included and is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

	DESCRIPTION	UNIT OF ISSUE	LOT PRICE
1	Total ALL-INCLUSIVE pricing for all components required for the complete workstations as described in Annex A – A, and Appendix A.	Lot	\$ _____
2	Total ALL-INCLUSIVE Regular Installation charges for the complete installation, as detailed in Annex A. Lot price is to include all travel and living expenses.  Regular Installation to be completed during working hours from 08:00 to 17:00, Monday to Friday inclusive.	Lot	\$ _____
3	Total ALL-INCLUSIVE Overtime Installation charges for the complete installation, as detailed in Annex A. Lot price is to include all travel and living expenses.  Overtime Installation to be completed during working hours from 17:00 to 08:00, Friday to Monday inclusive.	Lot	\$ _____
4	Total ALL-INCLUSIVE Transportation and Delivery Charges	Lot	\$ _____

\*If upon delivery and acceptance, the product is found to not meet the Minimum Specifications, the product will be returned at the supplier's expense and the Contract will be terminated.