



**RETURN BIDS TO :  
RETOURNER LES SOUMISSION À:**

**Canada Revenue Agency  
Agence du revenu du Canada**

**Proposal to: Canada Revenue Agency**

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 and/or attached hereto, the goods and/or services listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition à : l'Agence du revenu du Canada**

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

**Bidder's Legal Name and Address (ensure the Bidder's complete legal name is properly set out)**

**Raison sociale et adresse du Soumissionnaire (s'assurer que le nom légal au complet du soumissionnaire est correctement indiqué)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bidder MUST identify below the name and title of the individual authorized to sign on behalf of the Bidder – Soumissionnaire doit identifier ci-bas le nom et le titre de la personne autorisée à signer au nom du soumissionnaire**

\_\_\_\_\_  
**Name /Nom**

\_\_\_\_\_  
**Title/Titre**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date (yyyy-mm-dd)/(aaaa-mm-jj)**

(\_\_\_\_)\_\_\_\_\_

\_\_\_\_\_  
**Telephone No. – No de téléphone**

(\_\_\_\_)\_\_\_\_\_

\_\_\_\_\_  
**Fax No. – No de télécopieur**

\_\_\_\_\_  
**E-mail address – Adresse de courriel**

**REQUEST FOR PROPOSAL /  
DEMANDE DE PROPOSITION**

<b>Title – Sujet</b>	
Free-standing, User Height-Adjustable Furniture and Storage	
<b>Solicitation No. – No de l'invitation</b>	<b>Date (yyyy-mm-dd) (aaaa-mm-jj)</b>
1000329788	2016-03-29
<b>Solicitation closes – L'invitation prend fin</b>	<b>Time zone – Fuseau horaire</b>
<b>on – le May 10, 2016</b> <b>at – à 2:00 P.M. / 14 h</b>	EDT/HAE Eastern Daylight Time/ Heure Avancée de l'Est
<b>Contracting Authority – Autorité contractante</b>	
<b>Name – Nom</b>	
Kevin Hailemariam	
<b>Address – Adresse</b>	
250 Albert Street, 8 <sup>th</sup> Floor, Ottawa, ON K1A 0L5	
<b>E-mail address – Adresse de courriel –</b>	
<a href="mailto:Kevin.Hailemariam@cra-arc.gc.ca">Kevin.Hailemariam@cra-arc.gc.ca</a>	
<b>Telephone No. – No de téléphone</b>	
613-697-8156	
<b>Fax No. – No de télécopieur</b>	
613-957-6655	
<b>Destination - Destination</b>	
See herein / Voir dans ce document	



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## Request for Proposal (RFP)

**Title:** Free-standing, User Height-Adjustable Furniture and Storage

### Part 1 General Information

#### 1.1 Introduction

The solicitation is divided into seven parts plus appendices and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the solicitation;
- Part 3 Proposal Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation and Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Appendices: includes appendices to the RFP.
- Part 6 Model Contract: includes the clauses and conditions and any annexes that will apply to any resulting contract.
- Part 7 Annexes: includes annexes to the RFP.

#### Appendices

- Appendix 1: Mandatory Criteria
- Appendix 2: Point Rated Criteria
- Appendix 3: Financial Proposal
- Appendix 4: Certifications Required To Be Submitted At Time of Bid Closing
- Appendix 5: Certifications Required To Be Submitted Prior To Contract Award

#### Annexes

- Annex A: STATEMENT OF WORK
- Annex B: BASIS OF PAYMENT

#### 1.2 Summary

The Canada Revenue Agency (CRA) requires a single Contractor to supply, deliver, and install the following freestanding furniture and storage to 750 Heron Road, Ottawa, ON K1A 0L5:

Item	Quantity	Description	Details
1	137	Rectangular dual surface computer table	Dimensions: Depth 762mm (30 in.) x Width 1067mm (42 in.)
2	137	Rectangular work table	Dimensions: Depth 762mm (30 in.) x Width 1829mm (72 in.)
3	137	Mobile pedestal with seat cushion	One box drawer and one file drawer, lockable

All items must meet the requirements outlined in Annex A, Statement of Work.



### 1.3 Glossary of Terms

TERM	DEFINITION
CRA	Canada Revenue Agency
DDP	Delivered Duty Paid
Proposal	A solicited submission by one party to supply certain goods or services. The word “proposal” is used interchangeably with “bid”
Solicitation	An act or instance of requesting proposals/bids on specific products and/or services.
Tendering Authority	Canada Revenue Agency

### 1.4 Debriefings

Bidders may request a debriefing on the results of the solicitation process. Bidders should make the request to the Contracting Authority within ten (10) business days of receipt of the results of the solicitation process. The debriefing may be in writing, by telephone or in person.



## Part 2 Bidder Instructions

### 2.1 Mandatory Requirements

Wherever the words “shall”, “must” and “will” appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement.

Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will receive no further consideration.

#### 2.1.1 Signatures

Bidders MUST sign Page 1 (front page) of the Request for Proposal and the Joint Venture certification (if applicable) identified in Appendix 4.

### 2.2 Standard Instructions, Clauses and Conditions A0000T (2012-07-16)

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

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

The standard instructions and conditions 2003 (2014-09-25) are incorporated by reference into and form part of the bid solicitation.

The following clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A3015T	Certifications	2014-06-26
C3011T	Exchange Rate Fluctuation	2013-11-06

#### 2.2.1 Revisions to Standard Instructions 2003

Standard Instructions - Goods or Services – Competitive Requirements 2003 (2014-09-25) are revised as follows.

Section 01 titled “Integrity Provisions– Bid”, is revised as follows:

Subsection 1 is hereby deleted in its entirety and replaced with: Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract.

Subsection 4, delete reference to: (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) and replace with: (Consent to a Criminal Record Verification form).

Section 02 titled “Procurement Business Number”, is hereby deleted in its entirety and replaced with: Suppliers should obtain a Business Number (BN) before contract award. Suppliers may register for a BN online at <http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html>.



Section 03 titled "Standard Instructions, Clauses and Conditions", "Pursuant to the Department of Public Works and Government Services Act (S.C. 1996, c.16)," is hereby deleted.

Section 05 titled "Submission of Bids", paragraph 2 (d) is deleted in its entirety and replaced with the following:

(d) send its bid only to the Canada Revenue Agency Bid Receiving Unit or to the address specified in the solicitation in Section 2.3.

Section 05 titled "Submission of Bids" paragraph 4, delete sixty (60) days and replace with ninety (90) days.

Section 06, titled "Late Bids", reference to "PWGSC" is hereby deleted and replaced with CRA.

Section 07 titled "Delayed Bids", all references to "PWGSC" are hereby deleted and replaced with "CRA".

Section 08 titled "Transmission by Facsimile", this section is not applicable to this solicitation and is hereby deleted.

Section 12 titled "Rejection of Bid", delete subsections 1(a) and 1(b) in their entirety.

Section 17 titled "Joint Venture", delete in its entirety and replace with the following:

#### 17 Joint Venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a contractual joint venture shall clearly indicate in their bid submission (in Appendix 4) that they are bidding as a contractual joint venture and shall provide the following information:

- a) the name of the contractual joint venture;
- b) the name of each member of the contractual joint venture;
- c) the Procurement Business Number of each member of the contractual joint venture;
- d) a certification signed by each member of the joint venture representing and warranting:
  - (i) the name of the joint venture (if applicable);
  - (ii) the members of the joint venture;
  - (iii) the Business Numbers (BN) of each member of the joint venture;
  - (iv) the effective date of formation of the joint venture;
  - (v) that the joint venture continues to be in effect as of the date of the bid submission; and
  - (vi) that each member of the joint venture has appointed and granted full authority to the specified member of the joint venture (the "Lead Member") to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract issued subsequent to contract award (if the joint venture is awarded a contract), including but not limited to Contract Amendments and Task Authorizations.
- e) the name of the representative of the joint venture (the "Lead Member"), i.e. the member chosen by the other members to act on their behalf.

2. If the above information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.

3. Notwithstanding that the joint venture members have appointed one of the members of the joint venture to act as the representative of the joint venture, the bid including any certifications to be submitted as part of the bid, as well as any resulting contract must be signed by all the members of the joint venture.

4. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.



5. In the case of a contractual joint venture, no dispute, claim or action for damages, whether based in contract, or in tort, or any other theory of law, howsoever arising from the Request for Proposal, Contract, or any other related or subsequently issued documents including without limitation Task Authorizations, Contract amendments may be commenced, or brought against the CRA, including without limitation any of its officers, employees or agents unless each member of the joint venture is a party to such dispute, claim, or action (as the case may be).

6. The Bidder shall obtain the prior written approval of the Contracting Authority to any change in the membership of a contractual joint venture after bid submission. Any change in the membership of a contractual joint venture after bid submission without the prior written approval of the Contracting Authority shall result in elimination of the bid or if such change occurs after contract award shall be deemed to be default under the Contract.

Section 20 titled "Further Information", Paragraph 2 is hereby deleted and replaced with the following: Enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid solicitation.

### 2.3 Submission of Proposals

When responding, the proposal SHALL be delivered to the Bid Receiving Unit address indicated below by the time and date indicated on Page 1.

BIDDERS ARE TO SUBMIT PROPOSALS TO:

Canada Revenue Agency  
Bid Receiving Unit  
Ottawa Technology Centre  
Receiving Dock  
875 Heron Road, Room D-95  
Ottawa, ON K1A 1A2  
Telephone No: (613) 941-1618

Bidders are hereby advised that the Bid Receiving Unit of CRA is open Monday to Friday inclusive, between the hours of 0730 and 1530, excluding those days that the federal government observes as a holiday.

**ELECTRONIC BIDS WILL NOT BE ACCEPTED.** Due to the nature of this solicitation, electronic transmissions of a proposal by such means as electronic mail or facsimile is not considered to be practical and therefore will not be accepted.

### 2.4 Communications - Solicitation Period SACC A0012T (2014-03-01)

All enquiries must be submitted to the Contracting Authority no later than seven (7) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.





## **2.5 Applicable Laws SACC A9070T (2014-06-26)**

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

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

## **2.6 Terms and Conditions**

The Bidder hereby certifies compliance with and acceptance of all of the articles, clauses, terms and conditions contained or referenced in this Request for Proposal (RFP) and Statement of Work (SOW). Any modifications or conditional pricing by the bidder, including deletions or additions to the articles, clauses, terms and conditions contained or referenced in this RFP and/or SOW document will render the bid non-responsive and the bid will receive no further consideration.



## Part 3 Proposal Preparation Instructions

### 3.1 Bid - Number of Copies CRA MODA0055T (2007-11-30)

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

Section I: Technical Bid (3 hard copies and 1 soft copy on CD, DVD, or USB stick)

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the Work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid (1 hard copy)

Bidders must submit their financial bid in accordance with the format outlined in Attachment 3: Financial Proposal. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications (1 hard copy)

Bidders must submit the certifications required under Part 5.

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.

### 3.2 Bid Format and Numbering System CRA MODA0054T (2007-11-30)

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 recycled-fibre content paper and two-sided printing. Reduction in the size of documents will contribute to CRA's sustainable development initiatives and reduce waste;
- c. avoid the use of colour and glossy formats
- d. use a numbering system corresponding to that of the bid solicitation;
- e. include the certification as a separate section of the bid.



## Part 4 Evaluation and Selection

### 4.1 General

A committee composed of representatives of CRA will evaluate the proposals on behalf of the Agency. The services of independent consultants may be called upon to assist in the evaluation of, or in the validation of, specific aspects of the solution proposed. CRA reserves the right to engage any independent consultant, or use any Government resources, which it deems necessary to evaluate any proposal.

Proposals will be evaluated in accordance with the evaluation criteria identified in Appendices 1 and 2 and in conjunction with the Statement of Work (SOW). Bidders are encouraged to address these criteria in sufficient depth in their proposals to permit a full evaluation of their proposals. The onus is on the Bidder to demonstrate that it meets the requirements specified in the solicitation.

Bidders are advised that only listing experience without providing any supporting information to describe where and how such experience was obtained will not be considered to be demonstrated for the purpose of the evaluation. The Bidder should not assume that the evaluation team is necessarily cognizant of or knowledgeable about the experience and capabilities of the Bidder or any of the proposed resource(s); as such, any relevant experience must be demonstrated in the Bidders' written proposal.

### 4.2 Steps in the Evaluation Process

The selection process to determine the successful Bidder will be carried out as follows:

Notwithstanding Steps 1 and 2 below, in order to expedite the evaluation process, CRA reserves the right to conduct Step 3 - Evaluation of Financial Proposals concurrently with Steps 1 and 2. Should CRA elect to conduct Step 3 prior to the completion of Step 2, the information in the Financial Proposal will not be disclosed to the team evaluating the mandatory and rated sections until the completion of Steps 1 and 2. However, if the Contracting Authority is able to ascertain that a proposal is non-responsive by virtue of incomplete information or an error in the financial proposal, the Contracting Authority will advise the team evaluating the mandatory and rated sections that the proposal is not compliant and should no longer be considered. The concurrent evaluation of the financial proposal does not in any way construe compliance in Steps 1 and 2 despite the statement "All bids meeting the minimum thresholds in Step 2 will proceed to Step 3".

Bids will be ranked in accordance with the Selection Methodology.

#### **Step 1 – Evaluation against Mandatory Criteria**

All bids will be evaluated to determine if the mandatory requirements detailed in Appendix 1 "Mandatory Criteria" have been met. Only those bids meeting ALL mandatory requirements will then be evaluated in accordance with Step 2 below.

#### **Step 2 – Evaluation against Point-Rated Criteria**

All bids meeting the criteria from Step 1 will be evaluated and scored, in accordance with the point-rated criteria detailed in Appendix 2 "Point-Rated Criteria", to determine the Bidder's Total Technical Merit Score. Bids will then be evaluated in accordance with Step 3 below.

#### **Step 3 – Evaluation of Financial Proposals**

Only technically compliant bids meeting all of the requirements detailed in Steps 1 and 2 will be considered at this point.

Prices submitted will be evaluated to determine the bid evaluation price as defined in Appendix 3: "Financial Proposal". Once the bid evaluation prices are determined under Step 3, the proposals will proceed to Step 4.



Bidders must provide a price, percentage, or weight, as applicable, for each item identified in the format specified in Appendix 3: Financial Proposal. Ranges (e.g., \$10-\$13) are not acceptable.

**Step 4 – Basis of Selection**

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 20% for the technical merit and 80% for the price.
  4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 20 %.
  5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 80%.
  6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
  7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)**

	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	115/135	89/135	92/135
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>			
<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>	83.84	75.56	80.89
<b>Overall Rating</b>	1st	3rd	2nd

**Step 5 – Conditions Precedent to Contract Award**



The Bidder recommended for award of a Contract must meet the requirements provided in Appendix 5 “Certifications” and Part 6 “Security, Financial and Other Requirements” of this RFP.

**Step 6 – Contract Entry**

The Bidder with the highest combined rating of technical merit and price and meeting all the requirements listed above will be recommended for award of a contract.



### 4.3 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.

The Certifications listed in Appendix 4 must be completed and submitted with the bid. Failure to submit the Certifications listed in Appendix 4 will render the bid non-responsive and the bid will receive no further consideration.

### 4.4 Employment Equity

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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.



## Part 5 Appendices

### 5.1 Appendix 1: Mandatory Criteria

#### 5.1.1 Evaluation Procedures

Bids will be evaluated in accordance with all the mandatory evaluation criteria detailed below. Bids failing to demonstrate compliance to ALL mandatory requirements will be considered non-responsive and the bid will receive no further consideration.

#### 5.1.2 Mandatory criteria

Bids will be evaluated in accordance with all the mandatory evaluation criteria detailed below. The Bidder must provide supporting documentation in its proposal as requested by CRA, in order to demonstrate that each technical mandatory requirement has been met. To assist with the evaluation process, it is preferred that the Bidder complete the table included below, to indicate where in its proposal the information can be located. Bids that fail to meet all mandatory requirements will be declared non-responsive and the bid will receive no further consideration.

##### 5.1.2.1 General Mandatory Criteria

Item	Mandatory Requirement	Page Reference or location within the Proposal
<b>M1</b>	The Bidder must provide the unique order code (i.e. model and product number) for each product proposed.	
<b>M2</b>	The Bidder must submit official documentation on the manufacturer's environmental program, including: a) Environmental policy statement on company letterhead or equivalent published material; and b) Dated reports, within the last three years from the date of bid closing, on the outcomes of the manufacturer's environmental management initiatives showing a reduction or elimination of the impacts of its operations on the environment.	
<b>M3</b>	The Bidder must complete and sign Appendix 4, titled "Certifications required to be submitted at time of bid closing", and sign the cover page of the RFP document.	
<b>M4</b>	The Bidder must provide a financial proposal in accordance with Section II of Part 3, titled "Proposal Preparation Instructions" and in accordance with Appendix 3: "Financial Proposal".	
<b>M5</b>	The Bidder must be the manufacturer of the products proposed, or authorized by the manufacturer to resell the products proposed.  If the Bidder is a reseller, the Bidder must provide a letter from the manufacturer certifying that the Bidder is an authorized reseller.	



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### 5.1.2.2 Mandatory Technical Criteria

#### 5.1.2.2.1 General Technical Criteria:

Item	Mandatory Requirement	Page Reference or location within the Proposal
M6	Finish of Horizontal Work Surfaces must be high pressure laminate	
M7	Finish of Other Surfaces - all other surfaces must be laminated or painted	
M8	Cord and Cable Management – work surfaces must have one grommet for surfaces 1219 mm (48 in) wide and less, and two grommets for surfaces greater than 1219 mm (48 in) wide. Reusable covers must be provided for all grommets. The method of cord and cable management must not cause the face of the pedestal to protrude beyond the front edge of the work surface when the pedestal is placed beneath the work surface;	
M9	Elements that project into a user’s knee or foot clearance envelope during normal use must be designed to prevent injury and damage to users and their clothing and footwear, including the rounding, smoothing or covering of thin metal edges. Any add-on design elements must be designed to be compliant with the overall requirements of the desk products;	
M10	Products must be manufactured in a facility that has an environmental management policy and an environmental management program designed to minimize the impacts of its operations on the environment.	
M11	The products offered must not emit volatile organic compounds (VOCs) which will result in an indoor air concentration of more than 0.5 mg/m3 in accordance with ANSI/BIFMA M7.1 and X7.1 or equivalent testing.	
M12	The products offered must not emit formaldehyde which will result in an indoor air concentration of more than 0.5 mg/m3 in accordance with ANSI/BIFMA M7.1 and X7.1 or equivalent testing.	

#### 5.1.2.2.2 Detailed Technical Criteria for Work Tables:

Item	Mandatory Requirement	Page Reference or location within the Proposal
M13	Work surface height adjustment – must be continuously height adjustable by the user. The range of height adjustment must include the range of 610 mm (24 in.) or less to 737 mm (29 in.) or more.	
M14	Height Adjustment Mechanism– must use a non-electric mechanism.	
M15	Work Surface Dimensions – actual work surface sizes must respect the 25 mm (1.0 in.) horizontal clearance required for safe operation of adjustable surfaces placed adjacent to one another or other horizontal or vertical surfaces.	
M16	Controls – users must be able to operate the control from a normal upright position. Controls must be accessible whether the tables are placed in a right- or left-handed “L” shape table configuration, and must be located where they will not interfere	





	with work activities. When not in use, controls must be removable or capable of being hidden. When removable tools are used to operate the control mechanism, tables must include a method of storing the tool to prevent accidental loss, or the supplier must supply additional tools as and when needed to the CRA.	
<b>M17</b>	Knee clearance – There must be a knee clearance envelope under all work surfaces which meets the requirements of BIFMA G1-2013 for the 95th percentile male throughout the range of adjustment.	

5.1.2.2.3 Detailed Technical Criteria for Keyboard/mouse surface for split-surface computer table:

Item	Mandatory Requirement	Page Reference or location within the Proposal
<b>M18</b>	Dimensions: The keyboard/mouse surface must be the same width as the primary surface, and at least 254 mm (10 in.) deep.	
<b>M19</b>	Height adjustment: the surface must be continuously height adjustable by the user separate from the primary support surface. The height adjustment range must be a total of 254 mm (10 in.) or more, and must include a minimum range from 127 mm (5 in.) below to 127 mm (5 in.) above the top of the primary support surface.	
<b>M20</b>	Tilt adjustment: the surface must have a continuous tilt adjustment by the user of at least +/- 5 degrees, and must be designed to prevent input devices from sliding off.	
<b>M21</b>	Stability: once the surface has been set to the desired position within the range of adjustment, the surface must remain stable under conditions of normal input device use, including use of keyboards and mice.	
<b>M22</b>	Knee clearance: there must be a knee clearance envelope under the surface in accordance with M16.	

5.1.2.2.4 Detailed Technical Criteria for Pedestal with Seated Surface:

Item	Mandatory Requirement	Page Reference or location within the Proposal
<b>M23</b>	Type: The pedestal must be mobile and include one (1) box and one (1) file drawer, and must be of a design compatible to the other components.	
<b>M24</b>	Dimensions: the pedestal must be available in the deepest depth possible to fit under a 762 mm (30 in.) deep work surface. When positioned under a work surface, the height of the pedestal must allow the top of the work surface to be adjusted to 610 mm (24 in.) in height or less.	
<b>M25</b>	Drawers - All drawers must be capable of being locked at the front of the pedestal. The box drawer must have a moveable pencil tray.	
<b>M26</b>	Locks - Locks for drawers must be the pin, tumbler and wafer type, and must have a corrosion resistant finish. The locks must have a minimum of 50 key changes.	
<b>M27</b>	Drawer Pulls - Handles or pulls must be designed to be operated by users with limited dexterity.	
<b>M28</b>	<b>Seated Surface</b> Cushioning – must be secured to the pedestal to prevent movement during normal use, and must be removable. If the cushion is removed, the pedestal must continue to function as a lockable storage unit.	



	Fabric – must meet the requirements of the ACT guidelines for general contract upholstery. Foam – must meet the requirements of California Technical Bulletin 117.	
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5.1.2.2.5 Testing Criteria:

The Contractor must provide a copy of test results for the following tests. Each test result must indicate that the product tested successfully passed the test. Failure to provide the test report or providing a test report indicating failure shall deem the bid non-compliant.

**Age of Tests:** Test reports must be no more than five (5) years old from the date of bid closing.

**Acceptable Test Facility:** An independent testing laboratory and a company owned laboratory are acceptable provided that the laboratory has been accredited by a nationally recognized body such as Standards Council of Canada, A2LA (American Association for Laboratory Accreditation) or is listed on the Canadian General Standards Board (CGSB) Laboratory Acceptance Program.

As a minimum, test reports must include the following information:

- a) a title;
- b) name and address of laboratory;
- c) unique identification of the report (such as serial number);
- d) name and address of the client (where applicable);
- e) description and unambiguous identification of the item;
- f) characterization and condition of the test item;
- g) date of receipt of the test item;
- h) date(s) of the performance of test;
- i) identification of the test methods used;
- j) any additions to, deviations from, or exclusions from the test methods (such as environmental conditions);

Mechanical Tests for Work Surfaces

Item	Test Standard	Test No.	Test Name	Page Reference or location within the Proposal
T1	ANSI/BIFMA X5.5-2014	4.3	Stability under vertical load	
T2	ANSI/BIFMA X5.5-2014	5.2	Unit Strength Tests – Concentrated Functional Load For primary support surface	
T3	ANSI/BIFMA X5.5-2014	5.2	Unit Strength Tests – Concentrated Functional Load For adjustable keyboard support surface	
T4	ANSI/BIFMA X5.5-2014	5.3	Unit Strength Tests – Distributed Functional Load For primary support surface	
T5	ANSI/BIFMA X5.5-2014	5.3	Unit Strength Tests – Distributed Functional Load	



			For adjustable keyboard support surface	
<b>T6</b>	ANSI/BIFMA X5.5-2014	5.5	Unit Strength Tests – Distributed Proof Load For primary support surface	
<b>T7</b>	ANSI/BIFMA X5.5-2014	5.5	Unit Strength Tests – Distributed Proof Load For adjustable keyboard support surface	
<b>T8</b>	ANSI/BIFMA X5.5-2014	6	Top Load Ease Cycle Test	
<b>T9</b>	ANSI/BIFMA X5.5-2014	7	Desk/Table Unit Drop Test	
<b>T10</b>	ANSI/BIFMA X5.5-2014	8	Leg Strength Test	
<b>T11</b>	ANSI/BIFMA X5.5-2014	15	Work Surface Vertical Adjustment Test	
<b>T12</b>	ANSI/BIFMA X5.5-2014	16	Keyboard Support and Input Device Support Adjustment Test	
<b>T13</b>	CAN/CGSB 44.227-2008	6.1.1	Deflection	
<b>T14</b>	CAN/CGSB 44.227-2008	6.1.2	Adhesives	
<b>T15</b>	CAN/CGSB 44.227-2008	6.1.3	Controls – maximum force requirement	

Mechanical Tests for Lockable Mobile Pedestal with Seat Cushion:

<b>Item</b>	<b>Test Standard</b>	<b>Test No.</b>	<b>Test Name</b>	<b>Page Reference or location within the Proposal</b>
<b>T16</b>	ANSI/BIFMA X5.9-2012	4.2	Concentrated Functional Load Test	
<b>T17</b>	ANSI/BIFMA X5.9-2012	4.3	Distributed Functional Load Test	
<b>T18</b>	ANSI/BIFMA X5.9-2012	4.4	Concentrated Proof Load Test	
<b>T19</b>	ANSI/BIFMA X5.9-2012	4.5	Distributed Proof Load Test	
<b>T20</b>	ANSI/BIFMA X5.9-2012	4.6.2	Extendible Element Functional Load Tests	
<b>T21</b>	ANSI/BIFMA X5.9-2012	4.6.3	Extendible Element Proof Load Tests	
<b>T22</b>	ANSI/BIFMA X5.9-2012	7.2	Drop Test – Dynamic – for Units with Seat surface	
<b>T23</b>	ANSI/BIFMA X5.9-2012	7.3	Durability Test for Units with Seating Surfaces – Cyclic Impact	
<b>T24</b>	ANSI/BIFMA X5.9-2012	9.5	Stability Test for Type II Storage Units having Extendible Elements	
<b>T25</b>	ANSI/BIFMA X5.9-2012	9.7	Stability Test for pedestal/Storage Units with Seat Surfaces	
<b>T26</b>	ANSI/BIFMA X5.9-2012	11	Movement durability for Mobile Storage Units	
<b>T27</b>	ANSI/BIFMA X5.9-2012	12	Rebound Test	
<b>T28</b>	ANSI/BIFMA X5.9-2012	13	Extendible Element Retention Impact and Durability (Out Stop) Tests	
<b>T29</b>	ANSI/BIFMA X5.9-2012	14.2	Force for Extendible Element Locks	
<b>T30</b>	ANSI/BIFMA X5.9-2012	14.4	Locking Mechanism Cycle Test	



<b>T31</b>	ANSI/BIFMA X5.9-2012	15.2	Cycle Test for Extendible Elements Deeper Than Wide That do not Swivel	
<b>T32</b>	ANSI/BIFMA X5.9-2012	20	Pull Force Test	



## 5.2 Appendix 2: Point Rated Criteria

Technical bids will be assessed separately against the evaluation criteria identified below. Point-rated criteria not addressed in the bid will result in a score of zero being assigned against that particular criterion.

				POINT-RATED TECHNICAL REQUIREMENTS
	Criteria	Max. Available Points	Bidder Score	Rating Scale
R1	The Bidder should demonstrate whether the work surface height of the Rectangular dual surface computer table and Rectangular work table can be adjusted lower than 610 mm (24in).	50		<p><b>Lowest height adjustment setting:</b></p> <ul style="list-style-type: none"> <li>• 508 mm (20in) or less = 50 points</li> <li>• Greater than 508mm (20in) but equal to or less than 533 mm (21in) = 48 points</li> <li>• Greater than 533mm (21in) but equal to or less than 559mm (22in) = 45 points</li> <li>• Greater than 559mm (22in) but equal to or less than 584 mm (23in) = 26 points</li> <li>• Greater than 584mm (23in) = 0 points</li> </ul>
R2	The Bidder should demonstrate whether the work surface height of the Rectangular dual surface computer table and Rectangular work table can be adjusted higher than beyond 29".	50		<p><b>Highest height adjustment setting:</b></p> <ul style="list-style-type: none"> <li>• 838 mm (33 in) or more = 50 points</li> <li>• Less than 838 mm (33 in) but equal to or greater than 813 mm (32 in) = 48 points</li> <li>• Less than 813 mm (32 in) but equal to or greater than 787 mm (31 in) = 45 points</li> <li>• Less than 787 mm (31) in but equal to or greater than 762 mm (30 in) = 26 points</li> <li>• Less than 762 mm (30 in) = 0 points</li> </ul>

**Total Maximum Available Points:** 100 points

**Total Technical Merit Score =** Bidder Score R1 + Bidder Score R2



**5.3 Appendix 3: Financial Proposal**

Bidders must quote all-inclusive unit prices in Canadian funds, taxes extra as applicable, Delivered Duty Paid (DDP) (750 Heron Road, Ottawa, ON K1A 0L5), for the supply, delivery, and installation of the goods outlined in Annex A “Statement of Work”.

Shipments shall be consigned to the destination specified in Annex A and Delivered Duty Paid (DDP) (750 Heron Road, Ottawa, ON K1A 0L5) Incoterms 2010 for shipments from a commercial supplier.

The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

Item A	Quantity B	All-Inclusive Unit Price C	Extended Cost D
Rectangular dual surface computer table 762mm (30 in.) x 1067mm (42 in.) (depth x width)	137	\$ _____	= B * C
Rectangular work table 762mm (30 in.) x 1829mm (72 in.) (depth x width)	137	\$ _____	= B * C
Lockable mobile pedestal with seat cushion one box and one file drawer	137	\$ _____	= B * C
<b>Bid Evaluation Price:</b>			Sum of Colum D



5.4 Appendix 4: Certifications Required To Be Submitted At Time of Bid Closing

5.4.1 Joint Venture Certification

Only complete this certification if a joint venture is being proposed

The Bidder represents and warrants the following:

- (a) The bidding entity is a contractual joint venture in accordance with the following definition. A "contractual joint venture" is an association of two or more parties who have entered into a written contract in which they have set out the terms under which they have agreed to combine their money, property, knowledge, skills, time or other resources in a joint business enterprise, sharing the profits and the losses and each having some degree of control over the enterprise.
(b) The name of the joint venture is: \_\_\_\_\_ (if applicable).
(c) The members of the contractual joint venture are (the Bidder is to add lines to accommodate the names of all members of the joint venture, as necessary):
\_\_\_\_\_
(d) The Business Numbers (BN) of each member of the contractual joint venture are as follows (the Bidder is to add lines for additional BNs, as necessary):
\_\_\_\_\_
(e) The effective date of formation of the joint venture is: \_\_\_\_\_
(f) Each member of the joint venture has appointed and granted full authority to \_\_\_\_\_ (the "Lead Member") to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract issued subsequent to contract award, including but not limited to Contract Amendments and Task Authorizations.
(g) The joint venture is in effect as of the date of bid submission.

This Joint Venture Certification must be signed by each member of the joint venture.

The Joint Venture Certification shall be effective throughout the entire period of the Contract, including any exercised option period, if exercised.

The CRA has the right to request documentation from the Bidder evidencing the existence of the contractual joint venture.

Signature of an authorized representative of each member of the joint venture

(the Bidder is to add signatory lines as necessary):

Signature of Duly Authorized Representative Name of Individual (Please Print) Legal Name of Business Entity Date



Canada Revenue  
Agency

Agence du revenu du  
Canada

Solicitation No. 1000329788

\_\_\_\_\_  
Signature of Duly Authorized  
Representative

\_\_\_\_\_  
Name of Individual (Please  
Print)

\_\_\_\_\_  
Legal Name of Business  
Entity

\_\_\_\_\_  
Date





## 5.5 Appendix 5: Certifications Required To Be Submitted Prior 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certification within the time frame provided will render the bid non responsive and the bid will receive no further consideration.

### 5.5.1 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.

### 5.5.2 Federal Contractors Program for Employment Equity – Certification

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC- Labour.

OR



( ) A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC- Labour.

B. Check only one of the following:

( ) B1. The Bidder is not a Joint Venture.

OR

( ) B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

**5.5.3 Vendor Reporting Information**

The following information should be provided to enable CRA compliance with paragraph 221(1)(d) of the Income Tax Act, R.S.C. 1985, c.1 (5th Supp.) and report payments made to contractors under applicable services contracts (including contracts involving a mix of goods and services) on a T1204 Government Service Contract Payments slip.

For the purpose of this clause:

“Legal Name” means the name of the company, corporation or other entity constituted as a legal person under which this person exercises its rights and performs its obligations.

“Operating Name” means the name that is legally protected and used in the course of its business by a company, corporation or other entity legally constituted as a legal person, or by the individual.

The Bidder is requested to provide the following:

Legal Name:

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

Address:

\_\_\_\_\_  
\_\_\_\_\_

Payment/T1204 Address (if different)

Payment address is same as above

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City:

\_\_\_\_\_

Province:

\_\_\_\_\_

Postal Code:

\_\_\_\_\_



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

Fax: \_\_\_\_\_

Type of Business (Select only one)

- Corporation
- Partnership
- Sole Proprietor
- Non-Profit Organization
- US or International Co.

All registered companies (excluding Non-Profit organizations and US or International companies) must provide their Goods and Services Tax (GST) or Business Number (BN). Additional details on how to obtain a BN can be found at: <http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html>

If the services will be rendered by an individual, please provide the Social Insurance Number (SIN). Goods and Services Tax (GST) Number:

Business Number (BN): \_\_\_\_\_

\_\_\_\_\_  
If a SIN number is being provided, the information should be place in a sealed envelope marked "Protected".

Social Insurance Number (SIN): \_\_\_\_\_

N/A Reason: \_\_\_\_\_

Note: If you select "N/A", then you must give a reason.

Date: \_\_\_\_\_

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

Signature: \_\_\_\_\_

(Signature of duly authorized representative of business)



Canada Revenue  
Agency

Agence du revenu du  
Canada

Solicitation No. 1000329788

Title: \_\_\_\_\_

(Title of duly authorized representative of business)



## Part 6 Model Contract

The following clauses and conditions apply to and form part of any contract resulting from the solicitation.

### 6.1 Revision of Departmental Name

Reference to the Minister of Public Works and Government Services or to Public Works and Government Services Canada contained in any term, condition or clause of the contract shall be interpreted as a reference to the Commissioner of Revenue or the Canada Revenue Agency, as the case may be, with the exception of the following clauses:

- a) Standard Clauses and Conditions.

### 6.2 Agency Restructuring

In cases where the Contracting Authority's department or agency is being reconfigured, absorbed by another government department or agency, or disbanded entirely, the Commissioner may, by giving notice to the Contractor, designate another Contracting Authority for all or part of the Contract.

### 6.3 Requirement

The Contractor must perform the Work in accordance with the Statement of Work (SOW) at Annex A, attached hereto and forming part of the Contract.

### 6.4 Period of Contract

The Period of Contract will be from Contract award to July 6, 2016 inclusive.

### 6.5 Standard Clauses and Conditions SACC A0000C (2012-07-16)

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).

The Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

**The following Clauses are incorporated by reference:**

SACC Reference	Clause Title	Date
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
A2001C	Foreign Nationals (Foreign Contractor)	2006-06-16
A3015C	Certifications	2014-06-26
A9068C	Site Regulations	2010-01-11
A9117C	T1204 – Direct Request by Customer Department	2007-11-30
B9028C	Access to Facilities and Equipment	2007-05-25
C2000C	Taxes – Foreign-based Contractor	2007-11-30
C6000C	Limitation of Price	2011-05-16
C2605C	Canadian Customs Duties & Sales Tax – Foreign-based Contractor	2008-05-12
G1005C	Insurance	2008-05-12



H1000C	Single Payment	2008-05-12
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## 6.6 General Conditions

2030 (2014-09-25) General Conditions – Higher Complexity - Goods, apply to and form part of the Contract.

Section 01 titled “Interpretation” the definition of "Canada", "Crown", "Her Majesty" or "the Government" is hereby amended to read: "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Canada Revenue Agency (CRA).

Section 02 titled “Standard Clauses and Conditions” is hereby amended to delete the phrase “Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c. 16,” The remainder of Section 02 remains unchanged.

Section 22 titled “Warranty” is hereby amended by deleting subsection 1 in its entirety and replacing it with the following:

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for 60 months, or the length of the manufacturer’s warranty period, whichever is longer, the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance. With respect to Government Property not supplied by the Contractor, the Contractor’s warranty will extend only to its proper incorporation into the Work.

Section 22 titled “Warranty” is hereby amended by deleting subsections 3 and 4 in its entirety and replacing it with the following:

3. The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when 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. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection 3. 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 directed by Canada.

All other provisions of the warranty section remain in effect.

Section 23 titled “Confidentiality”,

Subsection 5 is hereby amended to delete Public Works and Government Services (PWGSC) and insert Canada Revenue Agency (CRA).

Subsection 6 is hereby amended to delete “PWGSC Industrial Security Manual and its supplements”, and insert “Security Requirements for the Protection of Sensitive Information”



issued by the CRA, Security and Internal Affairs Directorate (SIAD). The remainder of Section 22 remains unchanged.

Section 43 titled "Integrity Provisions- Contract", subsection 1 is hereby deleted in its entirety and replaced with:

The Contractor must also comply with the terms set out in these Integrity Provisions.

**6.7 Security Requirements**

Contractor personnel must be escorted at all times while on CRA premises.

**6.8 Authorities**

**6.8.1 Contracting Authority A1024C (2007-05-25)**

The Contracting Authority for the Contract is:

Name: Kevin Hailemariam

Telephone Number: 613-697-8156

Fax Number: 613-957-6655

E-mail address: Kevin.Hailemariam@cra-arc.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.

**6.8.2 Project Authority A1022C (2007-05-25)**

To be completed at the time of Contract award.

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

Address: \_\_\_\_\_

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

Fax Number: \_\_\_\_\_

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**6.8.3 Technical Authority (at Destination)**

To be completed at the time of Contract award.

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

Address: \_\_\_\_\_

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

Fax Number: \_\_\_\_\_

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



#### **6.8.4 Contractor's Representative**

To be completed at the time of Contract award.

Name:

Address:

Telephone Number:

Fax Number:

E-mail Address:

#### **6.9 Delivery**

Deliverables must be received by the Project Authority at the place and time specified herein.

#### **6.10 Liquidated Damages SACC D0024C (2008-05-12)**

If the Contractor fails to deliver and install the goods within the time specified in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of \$500.00 for each calendar day of delay. The total amount of the liquidated damages must not exceed ten (10) percent of the contract price. Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

#### **6.11 Inspection and Acceptance**

All deliverables under the Contract shall be subject to inspection and acceptance by the Technical Authority at destination.

#### **6.12 Basis of Payment**

The Basis of Payment will be reflected in the final award document.

#### **6.13 Payment Process**

At Canada's discretion the Contractor will be paid using direct deposit, credit card or cheque. All communications regarding the specific method of payment, including changes thereto, will be in writing via email as it's not Canada's desire to formally amend the Contract if the payment method is changed.

At its sole discretion Canada may change the method of payment at any time during the period of the Contract, including any extension thereto, to one of the other two payment methods stated above.

It is the sole responsibility of the Contractor to ensure that their organization is entitled to receive payment from the Government of Canada.





### **6.13.1 Payment by Direct Deposit**

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2014-09-25) forming part of the Contract.

To complete or amend a direct deposit registration, the Contractor must complete the Vendor Electronic Payment Registration form accessible at: <http://www.cra-arc.gc.ca/E/pbg/tf/rc231/rc231-14e.pdf>

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2014-09-25) forming part of the Contract will not apply, until the Contractor corrects the matter.

### **6.13.2 Payment by Credit Card**

The Contractor shall accept Government of Canada Acquisition Cards (credit cards) for payment of the goods and/or services described herein. Payments by credit card will not be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2014-09-25) forming part of the Contract.

The CRA Acquisition Card is currently a MasterCard provided by Bank of Montreal. At any time during the period of the Contract, including any exercised option period(s), the CRA reserves the right to change its acquisition card type or provider.

### **6.13.3 Payment by Cheque**

The Contractor shall accept Government of Canada cheques for the payment of goods and/or services described herein.

## **6.14 Certifications**

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 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.

### **6.14.1 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC) - Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.



## 6.15 Joint Venture

If the Contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of the Contract.

In the case of a contractual joint venture, no dispute, claim or action for damages, whether based in contract, or in tort, or any other theory of law, howsoever arising from the Request for Proposal, Contract, or any other related or subsequently issued documents including without limitation Task Authorizations, Contract Amendments, may be commenced, or brought against the CRA, including without limitation any of its officers, employees or agents unless each member of the joint venture is a party to such dispute, claim, or action (as the case may be).

The Contractor shall obtain the prior written approval of the Contracting Authority to any change in the membership of a contractual joint venture after Contract Award. Any change in the membership of a contractual joint venture after Contract Award without the prior written approval of the Contracting Authority shall be deemed to be default under the Contract.

The joint venture represents and warrants that it has appointed and granted full authority to (name to be inserted at Contract Award), the "Lead Member", to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract, including but not limited to Contract Amendments and Task Authorizations.

In the event of a contractual joint venture, all payments due and owing to the joint venture shall be made by the Canada Revenue Agency to the Lead Member of the joint venture. Any such payment to the Lead Member of the joint venture shall be deemed to be payment to the joint venture and shall act as a release from all the members of the joint venture. By giving notice to the Lead Member the Canada Revenue Agency will be deemed to have given notice to all the members of the joint venture.

## 6.16 Applicable Laws SACC A9070C (2014-06-26)

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

## 6.17 Priority of Documents SACC A9140C (2007-05-25)

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.

1. The Articles of Agreement;
2. The General Conditions 2030 (2014-09-25), Higher Complexity - Goods;
3. Annex A: Statement of Work;
4. Annex B: Basis of Payment;
5. The Contractor's proposal dated (insert date of bid), as amended on (insert date(s) of amendment(s), if applicable).

## 6.18 Alternative Dispute Resolution

NEGOTIATION FOLLOWED BY MANDATORY MEDIATION, THEN, IF NECESSARY BY  
ARBITRATION OR LITIGATION



The parties agree to meet, negotiate in good faith, and attempt to resolve, amicably, any dispute arising out of or related to the contract or any breach thereof.

If the parties are unable to resolve the dispute through negotiations within 10 working days, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected jointly by the parties. The mediator will be chosen from a roster of qualified mediators maintained by the Canada Revenue Agency. All costs shall be shared equally between the disputing parties.

If a dispute cannot be settled within a 15 calendar day period after the mediator has been appointed, or if the parties are unable to select a mediator within 15 calendar days of the date of provision of notice by one party to the other of the intention to proceed to mediation, or such longer period as agreed to by the parties, the parties shall have the right to resort to any remedies permitted by law, including but not limited to arbitration or litigation.

All defences based on the passage of time shall be tolled pending the termination of the mediation.

#### **6.18.1 Procurement Ombudsman**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (l) of the Department of Public Works and Government Services Act will, on request and consent of the parties, participate in these meetings to resolve any such dispute, and subject to their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

#### **6.18.2 Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (l) of the Department of Public Works and Government Services Act will review a complaint filed by the contractor respecting administration of the contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of the contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).



## **Annexes**

The following Annexes apply to and form part of the Contract:

ANNEX A: STATEMENT OF WORK

ANNEX B: BASIS OF PAYMENT



## Annex A - Statement of Work

### 1.0 TITLE

Free-standing, User Height-Adjustable Furniture and Storage

### 2.0 OBJECTIVE & SCOPE

The main objective of the project is to comply with the new Workplace 2.0 Fit-Up Standards by providing the CRA with new free-standing, user-height adjustable furniture and storage to furnish 1,961.6 m<sup>2</sup> of floor space in building 750 Heron Rd., Ottawa.

### 3.0 PRODUCT SPECIFICATIONS

The following products must be provided by the Contractor:

Item	Quantity	Description	Details
1	137	Rectangular dual surface computer table	Dimensions: Depth 762mm (30 in.) x Width 1067mm (42 in.)
2	137	Rectangular work table	Dimensions: Depth 762mm (30 in.) x Width 1829mm (72 in.)
3	137	Mobile pedestal with seat cushion	One box drawer and one file drawer, lockable

All furniture supplied to CRA under this Annex A: Statement of Work must meet the specifications set out in Annex A-1: Technical Specifications.

### 4.0 TASKS

The Contractor must:

- supply, package, and deliver the free-standing, user-height adjustable furniture and storage specified in section 3.0;
- assemble and install the furniture within the work spaces as outlined in Annex A-2: Projected Floor Plan and Work Place;
- level the furniture and make necessary adjustments;
- install any accessories that are to be supplied with the furniture (including, but not limited to, trimming and hole covers);
- clean the work area, collect packing material, and remove everything used for the delivery (including pallets, cardboard, plastic, and any other packing material); and
- perform a walk-through with the project authority to identify deficiencies and correct them as required.

The furniture must be assembled and installed in accordance with the manufacturer's specifications.

### 5.0 CLIENT SUPPORT

- The CRA site where the delivery will take place contains a dock capable of accepting a 53-foot trailer.
- The CRA will provide a security escort for Contractor personnel at all times while on the CRA's premises.



## 6.0 CONSTRAINTS

- All product finishes and fabrics must be approved by the Project Authority;
- Deliveries must be done after regular working hours (from 6:00 PM to 11:00 PM). The Contractor must provide a delivery schedule at contract award;
- Installation must be done during regular working hours (from 6:00 AM to 6:00 PM)

## 7.0 SCHEDULE AND DELIVERY DATES

The Contractor must deliver the following good(s) by the date and at the location specified:

Description of the Goods, Items or Component	Delivery and Installation Dates	Delivery Location
137 of each Rectangular dual surface computer table, Rectangular work table, and Pedestals	All items must be delivered between June 28 and July 5, 2016.  All items must be installed between June 28 and July 6, 2016.	CRA 2 <sup>nd</sup> Floor 750 Heron Rd, Ottawa, ON



## **Annex A-1: Furniture Technical Specifications**

### **1. SCOPE**

These technical requirements apply to the office desk product and related components specified in the Statement of Work. Office desk product and components must meet all of the mandatory requirements of the latest version of CAN/CGSB-44.227 "Canadian General Standards Board Freestanding Office Desk Products and Components", as well as the options and features detailed herein. All references in CAN/CGSB-44.227 to other dated standards must be replaced with the latest version where they exist.

### **2. REFERENCES**

CAN/CGSB 44.227 Freestanding Office Desk Products and Components  
ANSI/BIFMA X5.5 Desk/Table Products - Tests  
ANSI/BIFMA X5.9 Storage Units - Tests  
ANSI/BIFMA M7.1 Test Method for Determining VOC Emissions  
ANSI/BIFMA X7.1 Standard for Formaldehyde and TVOC Emissions  
BIFMA G1-2013 Ergonomics Guideline for Furniture Used in Office Work Spaces Designed for Computer Use  
Association of Contract Textiles (ACT) – Voluntary Performance Guidelines

### **3. TERMINOLOGY**

For the purposes of this purchase description the following definitions must apply.

- Pedestal with Seated Surface: a pedestal with a minimum of four (4) carpet casters and that can be moved easily by the user and is intended for occasional guest seating. The two front casters must have a locking device. All four sides are finished.
- Continuous adjustment: an adjustment that allows the selection of any setting or position within the adjustment range. Settings do not change without positive action.
- User adjustment: an adjustment that can be performed by the end user of a product without external assistance or the use of any unsupplied tools.
- Height adjustment of a surface: the vertical displacement of the surface. Measurements of height are taken from the top of the surface to the floor when the product is fully levelled.

### **4. GENERAL REQUIREMENTS**

- 4.1. All components must meet the requirements of this purchase description and applicable performance tests under CAN/CGSB.44-227, including the most recently published version of the underlying standards.
- 4.2. Finish of Horizontal Work Surfaces – must be high pressure laminate;
- 4.3. Finish of Other Surfaces - all other surfaces must be laminated or painted;
- 4.4. Cord and Cable Management – work surfaces must have one grommet for surfaces 1219 mm (48 in) wide and less, and two grommets for surfaces greater than 1219 mm (48 in) wide. Reusable covers must be provided for all grommets. The method of cord and cable management must not cause the face of the pedestal to protrude beyond the front edge of the work surface when the pedestal is placed beneath the work surface;
- 4.5. Elements that project into a user's knee or foot clearance envelope during normal use must be designed to prevent injury and damage to users and their clothing and footwear, including the rounding, smoothing or covering of thin metal edges. Any add-on design elements must be designed to be compliant with the overall requirements of the desk products;
- 4.6. Products must be manufactured in a facility that has an environmental management policy and an environmental management program designed to minimize the impacts of its operations on the environment.
- 4.7. The contractor warrants all products for no less than 60 months, no exclusions.



- 4.8. The products offered must not emit volatile organic compounds (VOCs) which will result in an indoor air concentration of more than 0.5 mg/m<sup>3</sup> in accordance with ANSI/BIFMA M7.1 and X7.1 or equivalent testing.
- 4.9. The products offered must not emit formaldehyde which will result in an indoor air concentration of more than 0.5 mg/m<sup>3</sup> in accordance with ANSI/BIFMA M7.1 and X7.1 or equivalent testing.
- 4.10. All products must be permanently and legibly marked with:
  - 4.10.1. manufacturer's name or recognized trademark
  - 4.10.2. date of manufacture
  - 4.10.3. contract number, and
  - 4.10.4. product number.

## 5. DETAILED REQUIREMENTS

### 5.1. Work Tables

- 5.1.1. Work surface height adjustment – must be continuously height adjustable by the user. The range of height adjustment must include the range of 610 mm (24 in.) or less to 737 mm (29 in.) or more.
- 5.1.2. Height Adjustment Mechanism– must use a non-electric mechanism.
- 5.1.3. Work Surface Dimensions – actual work surface sizes must respect the 25 mm (1.0 in.) horizontal clearance required for safe operation of adjustable surfaces placed adjacent to one another or other horizontal or vertical surfaces.
- 5.1.4. Controls – users must be able to operate the control from a normal upright position. Controls must be accessible whether the tables are placed in a right- or left-handed “L” shape table configuration, and must be located where they will not interfere with work activities. When not in use, controls must be removable or capable of being hidden. When removable tools are used to operate the control mechanism, tables must include a method of storing the tool to prevent accidental loss, or the supplier must supply additional tools as and when needed to the CRA.
- 5.1.5. Knee clearance – There must be a knee clearance envelope under all work surfaces which meets the requirements of BIFMA G1-2013 for the 95th percentile male throughout the range of adjustment.
- 5.1.6. Keyboard/mouse surface for split-surface computer table
  - 5.1.6.1. Dimensions: must be the same width as the primary surface, and at least 254 mm (10 in.) deep.
  - 5.1.6.2. Height adjustment: the surface must be continuously height adjustable by the user separate from the primary support surface. The height adjustment range must be a total of 254 mm (10 in.) or more, and must include a minimum range from 127 mm (5 in.) below to 127 mm (5 in.) above the top of the primary support surface.
  - 5.1.6.3. Tilt adjustment: the surface must have a continuous tilt adjustment by the user of at least +/- 5 degrees, and must be designed to prevent input devices from sliding off.
  - 5.1.6.4. Stability: once the surface has been set to the desired position within the range of adjustment, the surface must remain stable under conditions of normal input device use, including use of keyboards and mice.
  - 5.1.6.5. Knee clearance: there must be a knee clearance envelope under the surface in accordance with section 5.1.5. of this document.

### 5.2. Pedestal with Seated Surface

- 5.2.1. Type: must be mobile and include one (1) box and one (1) file drawer, and must be of a design compatible to the other components.
- 5.2.2. Dimensions: the pedestal must be available in the deepest depth possible to fit under a 762 mm (30 in.) deep work surface. When positioned under a work surface, the height of the





pedestal must allow the top of the work surface to be adjusted to 610 mm (24 in.) in height or less.

5.2.3. Drawers - All drawers must be capable of being locked at the front of the pedestal. The box drawer must have a moveable pencil tray.

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

5.2.5. Drawer Pulls - Handles or pulls must be designed to be operated by users with limited dexterity.

5.2.6. Seated Surface

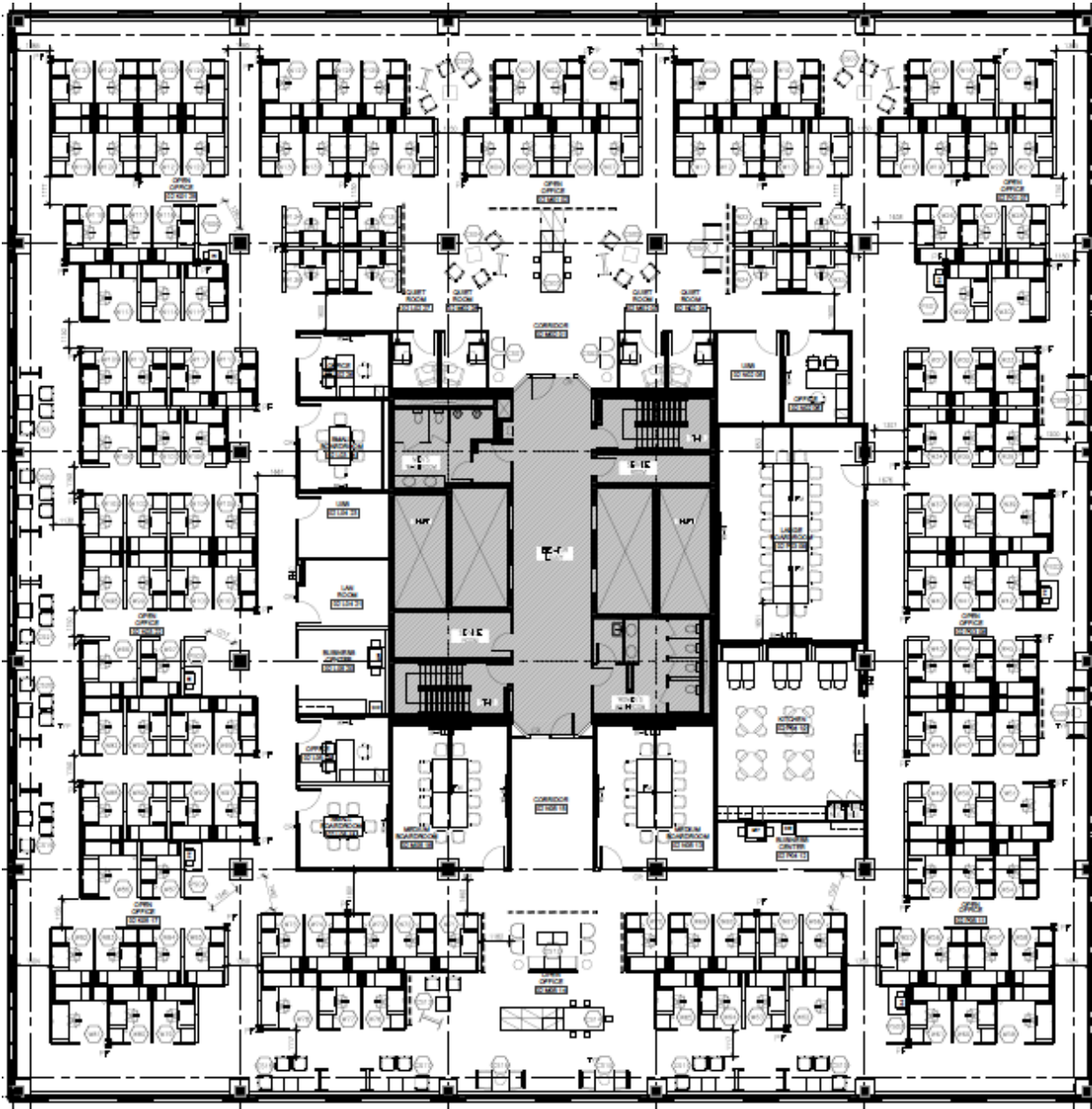
5.2.6.1. Cushioning – must be secured to the pedestal to prevent movement during normal use, and must be removable. If the cushion is removed, the pedestal must continue to function as a lockable storage unit.

5.2.6.2. Fabric – must meet the requirements of the ACT guidelines for general contract upholstery.

5.2.6.3. Foam – must meet the requirements of California Technical Bulletin 117.



### Annex A-2: Projected Floor Plan and Work Place





### Annex B - Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor shall be paid the following firm all-inclusive unit prices in Canadian funds, taxes extra as applicable, Delivered Duty Paid (DDP) (750 Heron Road, Ottawa, ON K1A 0L5), for the supply, delivery, and installation of the goods outlined in Annex A "Statement of Work".

Shipments shall be consigned to the destination specified in Annex A and Delivered Duty Paid (DDP) (750 Heron Road, Ottawa, ON K1A 0L5) Incoterms 2010 for shipments from a commercial supplier.

The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

Item A	Quantity B	All-Inclusive Unit Price C	Extended Cost D
Rectangular dual surface computer table 762mm (30 in.) x 1067mm (42 in.) (depth x width)	137	\$ _____	= B * C
Rectangular work table 762mm (30 in.) x 1829mm (72 in.) (depth x width)	137	\$ _____	= B * C
Lockable mobile pedestal with seat cushion one box and one file drawer	137	\$ _____	= B * C
<b>Bid Evaluation Price:</b>			Sum of Colum D

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.