



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government**  
**Services Canada/Réception des soumissions**  
**Travaux publics et Services gouvernementaux**  
**Canada**  
**Room 100,**  
**167 Lombard Ave.**  
**Winnipeg**  
**Manitoba**  
**R3B 0T6**  
**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**

**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  
Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6

<b>Title - Sujet</b> Furniture, Freestanding & Ancillary	
<b>Solicitation No. - N° de l'invitation</b> EW038-171923/A	<b>Date</b> 2017-03-30
<b>Client Reference No. - N° de référence du client</b> PWGSC EW038-171923	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$WPG-005-10196	
<b>File No. - N° de dossier</b> WPG-6-39329 (005)	<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 2017-05-10</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 type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Guilford, Alison	<b>Buyer Id - Id de l'acheteur</b> wpg005
<b>Telephone No. - N° de téléphone</b> (204) 228-7215 ( )	<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 GREENSTONE BUILDING 3RD FLOOR, 5101-50TH AVENUE YELLOWKNIFE NT X1A 3Z4 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## PART 1 - GENERAL INFORMATION

### 1.1 Requirement

The requirement is detailed under Article 6.2 of the resulting contract clauses.

### 1.2 Comprehensive Land Claims Agreement

This procurement is subject to the following Comprehensive Land Claims Agreement: Tlicho Land Claims and Self-Government Agreement.

### 1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### 1.4 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

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

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing 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.

## **2.4 Applicable Laws**

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**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

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.

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## **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.

### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex C Electronic Payment Instruments, to identify which ones are accepted.

If Annex C Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **3.1.2 Exchange Rate Fluctuation**

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

## **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 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.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

- a) Ability to perform the full scope of the work as described in Annex A.
- b) Provision of firm unit prices, as specified in Annex B.

##### **4.1.1.2 Aboriginal Opportunities Considerations (AOC)**

In this requirement, the Aboriginal Opportunities Considerations will form part of a bidder's technical bid, in accordance with the criteria listed in Annex D.

In this requirement, it is not mandatory for Bidders to include the Aboriginal Benefit Plan (AOC) as part of their proposal.

#### **4.1.2 Financial Evaluation**

*SACC Manual* Clause A0222T (2014-06-26), Evaluation of Price

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## 4.2 Basis of Selection

### 4.2.1 Basis of Selection - Highest Combined Rating of Technical AOC and Price

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of **0** points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of **100** points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **5%** for the technical merit and **95%** 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 **5%**.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **95%**
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.

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

## 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 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 available at the bottom of the page of the *Employment and Social Development Canada (ESDC) - Labour's* website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex A.

### 6.3 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.

#### 6.3.1 General Conditions

2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to July 31, 2017 inclusive.

### **6.4.2 Delivery Date**

All the deliverables must be received on or before the dates specified at Annex A of the Contract.

### **6.4.3 Comprehensive Land Claims Agreement**

The Contract is subject to the following Comprehensive Land Claims Agreement(s): Tlicho Land Claims and Self-Government Agreement.

### **6.4.4 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Contract.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Alison Guilford  
A/Procurement Specialist  
Public Works and Government Services Canada  
Procurement and Compensation Services  
Western Region  
100-167 Lombard Avenue  
Winnipeg, MB  
R3B 0T6

Telephone: 204-228-7215  
Facsimile: 204-983-7796  
E-mail address: alison.guilford@pwgsc-tpsgc.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.

### **6.5.2 Project Authority**

The Project Authority for the Contract is: **(to be determined)**

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.



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### 6.5.3 Contractor's Representative

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

### 6.6 Payment

#### 6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B 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.

#### 6.6.2 Single Payment

SACC Manual clause [H1000C](#) (2008-05-12), Single Payment

#### 6.6.3 SACC Manual Clauses

SACC Manual clause [A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department  
SACC Manual clause [C2000C](#) (2007-11-30), Taxes - Foreign-based Contractor

#### 6.6.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### 6.7 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.

## **6.8 Certifications and Additional Information**

### **6.8.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### **6.9 Applicable Laws**

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

### **6.10 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 (2016-04-04), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*).

### **6.11 SACC Manual Clauses**

SACC Manual clause [A9068C](#) (2010-01-11), Government Site Regulations  
SACC Manual clause [B7500C](#) (2006-06-16), Excess Goods  
SACC Manual clause [B9028C](#) (2007-05-25), Access to Facilities and Equipment  
SACC Manual clause [G1005C](#) (2016-01-28), Insurance – No Specific Requirement

## **ANNEX A**

### **REQUIREMENT**

#### **Objective and Scope of Work:**

Public Works and Government Services Canada (PWGSC) has a requirement for purchasing of new product for the office fit up, space optimization within the Greenstone Building, 3<sup>rd</sup> floor of 5101-50<sup>th</sup> Avenue, Yellowknife, NWT.

A complete list of the mandatory technical specifications is detailed in the Compliance Matrix.

#### **Site Location:**

The project is located on the 3<sup>rd</sup> floor, Greenstone Building, 5101-50<sup>th</sup> Avenue, Yellowknife, NWT. Public Works and Government Services Canada. New product is to be received at and unloaded at Greenstone Building and installed on the 3<sup>rd</sup> floor of same building. There is an elevator available at the site to move the new product from ground floor to the 3<sup>rd</sup> floor.

#### **Deliverables:**

- i. Delivery during normal business hours of 0800 to 1700. While delivery is requested by **July 1, 2017**, the best delivery that could be offered is \_\_\_\_\_.
- ii. Installation during normal business hours of 0800 to 1700. While installation is requested by **July 21, 2017**, the best installation that could be offered is \_\_\_\_\_.
- iii. Note: Delivery and installation dates are to be confirmed with the Project Authority prior to implementation.

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## **ANNEX A**

### **ANNEX A-1 - SPECIFICATIONS FOR WORK SPACES**

#### **1. SCOPE**

- .1 This specification details the technical requirements, which apply to the furniture for work spaces purchased by the federal government.

These specifications must be read in conjunction with article 2 of this annex. All products must meet the latest publications and testing requirements in effect at date of response to the Request for Proposal (RFP), with the exception of CAN/CGSB-44.227-2008 Free-standing Office Desk Products and Components paragraph 6.5.3 - Usable Space. All sections must be read in conjunction with the Basis of Payment, found at Annex B.

- .2 The supplier is responsible for supplying all necessary hardware, trim, connectors, supports (including electrical components) and wall mounts etc. to allow the furniture to be installed.

#### **2. PUBLICATIONS AND TESTING REQUIREMENTS**

##### **2.1. PUBLICATIONS**

- .1 General Standards Board
  - .1 CAN/CGSB-44.227 Free-standing Office Desk Products and Components
- .2 American National Standards Institute – Business Institutional Furniture Manufacturers Association
  - .1 ANSI/BIFMA X5.9 Storage
  - .2 ANSI/BIFMA X5.5 Desk/Table Products
  - .3 ANSI/BIFMA X5.3 Vertical Files
- .3 American National Standards Institute/ National Particleboard Association (NPA)
  - .1 ANSI A 208.1- 2009 Particleboard
  - .2 ANSI/HPVA HP-1- 2009 Hardwood lumber
- .4 Underwriter Laboratory Inc.
  - .1 UL 1286-2011, Section 35 Standards for Office Furnishings.
- .5 Architectural Woodwork Manufacturers Association of Canada (AWMAC).

##### **2.2. TESTING REQUIREMENTS**

The Product offering must meet all the test requirements listed in this section.

- .1 Test reports must not be more than five years old from the date the test was performed with the exception of the fabric tests applicable to the ACT Voluntary Performance Guidelines.
- .2 Revised Test Standard(s): Reference is made to the testing Standards listed within this annex and to the requirement that all products offered in the RFP have successfully passed the referenced testing Standards. If the referenced test Standards change, the products must successfully pass the revised test Standard(s). Only the tests that have been revised must be performed, and, this testing must occur within nine months from the date of the revised test Standard(s).
- .3 Product Changes: When physical changes are made to products already tested against the above referenced test Standards, the changed product(s) must also be tested within nine

months from the date of the product change. The applicable tests and the applicable test Standards will be those deemed by an Acceptable Test Facility.

- .4 For all test reports that are not specific to the products in the RFP, the Supplier must provide an explanation to Canada as to why the "worst-case condition" applies to the products. The definition of "worst-case condition" can be found in BIFMA PD-1.

### **2.3. PRIORITY OF DOCUMENTS**

- .1 In the event of a discrepancy between this ANNEX A-1 and the Publications and Testing Requirements at section 2, the following priority of documents apply:
  - i. ANNEX A-1 Specifications for Work Spaces;
  - ii. CAN/CGSB-44.227;
  - iii. All other publications referenced within ii.

## **3. TERMINOLOGY**

For the purpose of this specification, the following definitions apply:

- .1 Acceptable Test Facility: An Acceptable Test Facility is defined as a laboratory that is 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 for the applicable scope of testing requested.
- .2 Continuous Height Adjustable Surface: A surface that is intended to be adjusted vertically by the user, to allow working in the seated or sit/stand position.

### **3.1. DETAILED REQUIREMENTS FOR FINISHES AND MATERIALS.**

#### **3.1.1. GENERAL REQUIREMENTS**

- .1 All finishes and materials, must meet the performance requirements in Section 2.0 Publication and Testing Requirements.

#### **3.1.2. QUALITY ASSURANCE**

- .1 The Supplier must have a recognized quality management system in place at the manufacturing facility or conformance to ISO 9001:2008.

#### **3.1.3. PREPARATION FOR DELIVERY**

- .1 All storage, and freestanding units must be permanently and legibly marked with:
  - .1 The product code
  - .2 Manufacture's trade mark
  - .3 Traceable order information for warranty purposes.

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## **ANNEX A**

### **ANNEX A-2 - ENVIRONMENTAL REQUIREMENTS**

In April 2006, the Government of Canada introduced a "Policy on Green Procurement" as mandated by Treasury Board of Canada Secretariat. The objective of the Policy is to advance the protection of the environment and to support sustainable development by integrating environmental considerations into the procurement decision-making process.

#### **1. MATERIALS**

- .1 All adhesives used in manufacturing must be Hazardous Air Pollutant (HAP) free. (Refer to Environment Canada, Canadian Environmental Protection Act 1999 Schedule 1 (CEPA 1999)
- .2 All metal components must be finished using low volatile organic compound (VOC) content or non-toxic surface coatings.
- .3 All steel parts must contain a minimum of 25% recycled content.
- .4 All plastic components must be recyclable at the end of their life.
- .5 All composite wood products must contain a minimum of 60% recycled material.

#### **2. BIO-BASED RENEWABLE MATERIAL - SUSTAINABLE WOOD**

- .1 All wood used in the manufacture of products offered must originate from a sustainably managed forest as certified by Canadian Standards Association (CS), Forest Stewardship Council (FSC), Program for the Endorsement of Forest Certification (PEFC) or Sustainable Forestry Initiative (SFI).

#### **3. PRODUCT DESIGN**

- .1 Wear susceptible parts must be designed to be replaceable.

#### **4. MANUFACTURING**

- .1 Waste material from the manufacturing process must be minimized and/or recycled.
- .2 The Supplier must have certificates as proof that all products contain no chlorofluorocarbon (CFC) or polybrominated diphenyl ether (PBDE).
- .3 Products offered must be manufactured in a facility with a hazardous and toxic material management system in place.

#### **5. PACKAGING AND DISTRIBUTION**

- .1 Corrugated containers used must contain at least 80% recycled content paper fibre.
- .2 Blanket wrapping must be used for short distances of 100 km or less when the orders are of sufficient order size (i.e. enough to fill a truck).
- .3 As a minimum, the Supplier must implement one of the following requirements:
- .4 Products to be shipped in bulk (e.g. can be disassembled into parts at source, packed more densely for shipping and reassembled on site)
- .5 Packaging is recyclable and/or bio-degradable
- .6 Packaging is returnable to the supplier/shipper
- .7 Packaging is reusable

## **6. CHEMICAL MANAGEMENT PLAN (CMP)**

- .1 All products offered must come from a Manufacturer who has a Chemical Management Plan to cover one or more of the following:
  - .1 Must demonstrate that a hazardous substances (materials) management system is in place at their manufacturing facility(s)
  - .2 Must have a system in place to acquire, use, store, transportation and final disposition of chemicals
  - .3 Must adopt a chemical hazard recognition plan
  - .4 Must have a documented emergency response plan in place

## **7. LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) - CANADA CI**

All products offered must meet the following credits for LEED - Canada CI (Commercial Interiors):

- .1 Materials & Resources
  - .1 Credit 4.1 Recycled Content, 10%
  - .2 Credit 4.2 Recycled Content, 20%
  - .3 Credit 6 Rapidly Renewable Materials
  - .4 Credit 7 Certified Wood
- .2 Indoor Environmental Quality
  - .1 Credit 4.1 Low-emitting Materials, Adhesives and Sealants
  - .2 Credit 4.2 Low-emitting Materials, Paints and Coatings
  - .3 Credit 4.4 Low-emitting Materials, Composite Wood and Laminate Adhesives

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**Compliance Matrix Instructions:**

1. A complete list of the minimum mandatory technical specifications are detailed below in the "Compliance Matrix". Bidders are to clearly demonstrate compliance with each mandatory specification.
2. Bidders must show compliance by addressing each performance specification in the Compliance Matrix, whether the product offered "meets" or "doesn't meet".
3. Bidders are requested to indicate how they meet each technical specification by recording this information under the Technical Specification Offered column in the Compliance Matrix.
4. It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced on the Compliance Matrix for each technical specification to outline where in the supporting technical documentation it demonstrates compliance. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements of the Technical Specification. If published supporting technical document is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.
5. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.
6. Canada will not evaluate information such as references to Web site addresses where additional information can be found.
7. Bidders must address any concerns with the Specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.
8. Failure to meet the minimum mandatory specifications will result in your proposal being deemed non-responsive, and be given no further consideration.

**Compliance Matrix – MINIMUM MANDATORY TECHNICAL SPECIFICATIONS:**

All work and materials herein specified must meet and maintain minimum Canadian and Provincial certification(s) and approval(s) as applicable by Industry Standards.



Item #	Technical Specification	Technical Specification Met? Indicate either Yes / No	Technical Specification Offered: Bidder should indicate how they meet the technical specification by recording this information in this column	Cross Reference: In this column, Bidders should cross-reference where this technical specification is indicated in their supporting documents.
<b>CERTIFICATIONS</b>				
1.	Bidder to confirm the following requirements and provide copy of certification and/or documentation.			
1.1.	Manufacturing facility conforms to ISO 9002:2008  The Supplier must have a recognized quality management system in place at the manufacturing facility or conformance to ISO 9001:2008. [Annex A, Annex A-1, 3.1.1]			
1.2.	Adhesives to be Hazardous Air Pollutant (HAP) free, as per CEPA 1999. [Annex A, Annex A-2, 1.1]			
1.3.	Sustainable Wood certification [Annex A, Annex A-2, 2.1]			
1.4.	Chemical Management Plan [Annex A, Annex A-2, 6]			
1.5.	Matrix showing that the products meet Leadership in Energy and Environmental Design (LEED) - Canada CI [Annex A, Annex A-2, 7]			
1.6.	<b>FREESTANDING STORAGE PRODUCTS – LAMINATE AND PAINTED METAL:</b> Product compliance with CAN/CGSB-44.227, ANSI / BIFMA X5.9, ANSI / BIFMA X5.3 and UL 1286-2011			
1.7.	<b>FREESTANDING STORAGE PRODUCTS – LAMINATE AND PAINTED METAL:</b> Product compliance with CAN/CGSB-44.227, ANSI / BIFMA X5.5, ANSI A208.1-20009, or ANSI/HPVA HP-1-2009, AWMAC and UL 1286-2011.			
1.8.	<b>ANCILLARY PRODUCTS:</b> Product compliance with UL 1286-2011.			

Item #	Technical Specification	Technical Specification Met? Indicate either Yes / No	Technical Specification Offered: Bidder should indicate how they meet the technical specification by recording this information in this column	Cross Reference: In this column, Bidders should cross-reference where this technical specification is indicated in their supporting documents.
<b>FREESTANDING STORAGE PRODUCTS – LAMINATE AND PAINTED METAL</b>				
<b>2.</b>	<b>GENERAL REQUIREMENTS</b>			
2.1.	Resilient bumpers must be provided on all doors and drawers assemblies to minimize impact noise when closing doors and drawers. An alternate means to minimize impact noise is acceptable.			
2.2.	All drawers and doors must be lockable.			
	a) All locks within a single workstation must be keyed alike.			
	b) A minimum of three (3) sets of keyed alike keys per workstation must be supplied.			
2.3.	Storage products consist of pedestals and personal storage towers.			
	a) Cushion seats must be provided for mobile pedestals.			
	b) All storage products must be finished on the top and all sides.			
	c) All closed compartments within a storage unit must be lockable.			
	d) Storage products must be in laminate and/or painted metal.			
	e) All storage units without casters must have a leveling mechanism with a vertical adjustment of at least 19mm (0.75 in.).			

Item #	Technical Specification	Technical Specification Met? Indicate either Yes / No	Technical Specification Offered: Bidder should indicate how they meet the technical specification by recording this information in this column	Cross Reference: In this column, Bidders should cross-reference where this technical specification is indicated in their supporting documents.
<b>3.</b>	<b>PEDESTALS – MOBILE WITH SEATED SURFACE</b>			
3.1.	A self-contained unit that is deeper than wide, less than 660 mm (26 in.) in height.			
3.2.	All pedestals must have one bottom file drawer and one top box drawer.			
	a) The top box drawer must have a movable pencil tray that spans the full interior width of the drawer.			
	b) The file drawer must have at least two removable file dividers or a hanging file rail.			
3.3.	Lockable casters must be provided for carpet and hard surface floor covering.			
3.4.	Fabric seated cushions must be manufactured from 100% recycled material or from other environmentally appropriate materials.			
	a) All seated cushion fabrics must meet the requirements and acceptance levels cited in the Association for Contract Textile (ACT) Voluntary Performance Guidelines for general contract upholstery.			
<b>4.</b>	<b>PERSONAL STORAGE TOWER</b>			
4.1.	The personal storage towers must have two (2) file drawers, a storage compartment with a door and a 381mm (15") wide wardrobe section with a door.			
4.2.	The height of the personal storage towers must be 1676mm (66") high. Height tolerance is +/- 102mm (4").			
4.3.	The footprint of the personal storage tower must be 610mm (24") deep x 762mm (30") wide.			
4.4.	The file drawers must be capable of side-to-side and front-to-back filing.			

Item #	Technical Specification	Technical Specification Met? Indicate either Yes / No	Technical Specification Offered: Bidder should indicate how they meet the technical specification by recording this information in this column	Cross Reference: In this column, Bidders should cross-reference where this technical specification is indicated in their supporting documents.
4.5.	The storage compartment must have adjustable shelves.			
4.6.	The wardrobe section must have a hanging coat rod and one shelf.			
4.7.	The wardrobe door is to be hinged to open out to the left hand and the storage compartment is to be hinged to open out to the right hand and vice versa.			
<b>FREESTANDING HEIGHT ADJUSTABLE DESK/TABLE PRODUCTS</b>				
<b>5.</b>	<b>GENERAL REQUIREMENTS</b>			
5.1.	Work surfaces must be of a similar construction and appearance and must allow the integration of work surfaces within a workspace.			
5.2.	All work surfaces must be supplied with High Pressure Laminate finishes			
5.3.	When wire management openings pass through a work surface or the openings must be provided with a grommet. Reusable covers must be provided for each grommet to conceal the openings when not in use.			
5.4.	All work surfaces must have two grommets incorporated into the work surfaces.			
5.5.	All work surfaces with electrical and data cabling must provide wire management for routing and concealing electrical and data cabling.			
5.6.	The wire management system must be a grommet or a gap where the work surface meets a perpendicular panel.			
5.7.	The method of wire management must not cause the face of a pedestal to protrude beyond the front edge of the work surface when the pedestal is placed beneath the work surface.			

Item #	Technical Specification	Technical Specification Met? Indicate either Yes / No	Technical Specification Offered: Bidder should indicate how they meet the technical specification by recording this information in this column	Cross Reference: In this column, Bidders should cross-reference where this technical specification is indicated in their supporting documents.
5.8.	When grommets are located over a work surface supported pedestal the resultant wires must not interfere with the operation of the drawers.			
<b>6.</b>	<b>SIT/STAND CONTINUOUS HEIGHT ADJUSTABLE WORK SURFACES</b>			
6.1.	Nominal sizes of the work surfaces are: <ul style="list-style-type: none"> <li>610mm x 1524mm (24" x 60"); and</li> <li>610mm x 1219mm (24" x 48")</li> </ul> Actual sizes to be 25mm-52mm narrower in width and 12mm-25mm less in depth to accommodate cables and clearance for safety.			
6.2.	Continuous height adjustable work surfaces must be sit/stand range of 559mm (22 in.) to 1219mm (48 in.).			
6.3.	The controls for continuous height adjustable work surfaces must be electrical.			
6.4.	The electrical controls must be certified to be compliant with CSA C22.2 No 203.			
<b>7.</b>	<b>INCREMENTAL HEIGHT ADJUSTABLE WORK SURFACES</b>			
7.1.	Nominal sizes of the work surfaces are: <ul style="list-style-type: none"> <li>610mm x 1524mm (24" x 60"); and</li> <li>610mm x 1829mm (24" x 72")</li> </ul> Actual sizes to be 25mm-52mm narrower in width and 12mm-25mm less in depth to accommodate cables and clearance for safety.			
7.2.	The tolerance for incremental height adjustable work surface widths and depths is +/- 6mm (.25 in.).			
7.3.	Pin-adjustable in maximum 25mm (+/- 7mm) increments.			

Item #	Technical Specification	Technical Specification Met? Indicate either Yes / No	Technical Specification Offered: Bidder should indicate how they meet the technical specification by recording this information in this column	Cross Reference: In this column, Bidders should cross-reference where this technical specification is indicated in their supporting documents.
<b>ANCILLIARY PRODUCTS</b>				
<b>8.</b>	<b>GENERAL REQUIREMENTS</b>			
8.1.	Workmanship: The finished product must be uniform in quality, style, material and workmanship and must be clean and free from any defects that may affect appearance, serviceability or safety.			
8.2.	All edges and corners with which the user is intended to come in contact must be eased or radius.			
8.3.	Welds: All welds must be structurally sound, free from cracks and surface voids. They must be clean, smooth and uniform in appearance and free from scale, flux, trapped foreign matter or any other inclusions that may be detrimental to the application of the primer or final finish.			
8.4.	Finish: All exposed aluminum components must be anodized, painted or otherwise treated to prevent oxidation.			
8.5.	Safety: Fixed, movable or adjustable parts must be constructed so that they cannot unintentionally become loose, dislodged or cause personal injury.			
<b>9.</b>	<b>MONITOR ARM</b>			
9.1.	Monitor arms must be a dual arm.			
9.2.	The flat screen monitor must be securely attached to the monitor arm, must not dislodge from the structure or work surface.			
9.3.	The monitor arm must attach to the work surface edge with a clamp or into a work surface grommet.			
9.4.	Each swivel arm must support the weight of one monitor of at least 9.07kg (20lbs). Tolerance of - .907kg (2-lbs.).			

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Item #	Technical Specification	Technical Specification Met? Indicate either Yes / No	Technical Specification Offered: Bidder should indicate how they meet the technical specification by recording this information in this column	Cross Reference: In this column, Bidders should cross-reference where this technical specification is indicated in their supporting documents.
9.5.	Wires must be contained securely as to not interfere with the movement of the monitor.			
9.6.	The bracket, which supports the monitors, must adapt to various types and sizes of monitors, and provide the necessary components to ensure a secure mount, to the monitor and to rotate the monitor from portrait to landscape positioning.			
9.7.	The monitor arm must be constructed from metal and be finished in paint, which emits low to no volatile organic compounds.			
9.8.	The monitor arm must adjust vertically from a minimum range of 241mm (9.5in.) and horizontally from a minimum range of 490mm (19.3in.) and a minimum range of 483mm (19 in.) from installation point to full extension toward the user and the monitor must rotate and swivel 360 degrees without using tools. A tolerance of +/- 25.4mm (1 in.) on all adjustments.			
9.9.	The horizontal tolerance for the monitor must be of - 25.4mm (-1in.).			
9.10.	The adjustment mechanism must be gas lift or spring tension or pneumatic.			

## ANNEX B

### BASIS OF PAYMENT

**When completed, the Basis of Payment will be considered as the Bidder's Financial Bid.**

Prices quoted to be Firm Unit Prices, including all freight, insurance, delivery, offloading and installation, in accordance with the Requirement at Annex A. Customs duties are included and Applicable Taxes are extra. GST/HST, if applicable, is to be shown as a separate item on any resulting invoice.

Item	Description	Model #	Qty.		Firm Unit Price		Extended Total
1.	Freestanding Sit/Stand Continuous Height Adjustable Work Surfaces: 610mm x 1524mm (24" x 60")		19	x	\$	=	\$
2.	Freestanding Sit/Stand Continuous Height Adjustable Work Surfaces: 610mm x 1219mm (24" x 48")		3	x	\$	=	\$
3.	Freestanding Incremental Height Adjustable Work Surfaces: 610mm x 1524mm (24" x 60")		18	x	\$	=	\$
4.	Freestanding Incremental Height Adjustable Work Surfaces: 610mm x 1829mm (24" x 72")		2	x	\$	=	\$
5.	Pedestals (box/file) on castors with cushions		23	x	\$	=	\$
6.	Personal Storage Towers <b>Note:</b> Left and/or Right quantities to be determined by the final layout.		23	x	\$	=	\$
7.	Dual Monitor Arms		23	x	\$	=	\$
8.	Delivery, in accordance with Annex A.		1	x	\$	=	\$
9.	Installation, in accordance with Annex A.		1	x	\$	=	\$
<b>Subtotal</b>							\$
<b>GST/HST, if applicable</b>							\$
<b>Total</b>							\$



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## **ANNEX C to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)

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## ANNEX D

### TLICHO LAND CLAIMS AND SELF-GOVERNMENT AGREEMENT

In this requirement, it is not mandatory for Bidders to include the Aboriginal Opportunity Consideration (AOC) as part of their proposal.

This procurement is subject to the **Tlicho Land Claims and Self-Government Agreement**.

Bidders are requested to maximize Aboriginal employment, subcontracting and on-the-job training opportunities, and involve local, regional and Aboriginal citizens and businesses, in carrying out the work under this project.

The CLCA contains a provision requiring the inclusion of socio-economic bid criteria in the solicitation document, when practicable and consistent with sound procurement management principles, and subject to Canada's international trade agreement obligations. These socio-economic bid criteria are often referred to as Aboriginal Opportunity Considerations (AOC), and bidders propose Aboriginal opportunities in their bid submission.

The proposed requirement is subject to the Tlicho Land Claims Agreement and Self-Government Agreement. The requirements of the Tlicho Land Claim and Self Government Agreement will apply to this procurement. The provisions that apply are contained in: Chapter 26 – Economic Measures, of the Tlicho Land Claim and Self Government Agreement, clauses 26.3, 26.3.1 (a). [http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/ccl\\_fagr\\_nwts\\_tliagr\\_tliagr\\_1302089608774\\_eng.pdf](http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/ccl_fagr_nwts_tliagr_tliagr_1302089608774_eng.pdf)

#### 26.3 GOVERNMENT EMPLOYMENT AND CONTRACTS

26.3.1 Where government carries out public activities wholly or partly in Mōwhi Gogha Dè Nīĩtāèè (NWT) which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities, (a) the Government of Canada shall follow its contracting procedures and approaches intended to maximize local, regional and Aboriginal employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems

For purposes of interpretation:

“deliveries to” means “goods delivered to, and services performed in”.

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### **Aboriginal Opportunities Considerations (AOC)**

#### **Evaluation and Assessment of AOC Guarantee**

For a bid to be assigned points for guarantees made in respect of any AOC bid criteria, the bidder must provide proof with their bid to demonstrate how they will meet the objective of each criterion. Bidders may use the attached GUARANTEE TABLES to supplement the AOC submission provided in their bid.

Proof of efforts and/or guarantees made by Bidders should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their AOC documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

Canada reserves the right to verify any information provided in the AOC guarantee and that untrue statements may result in the tender being declared non-responsive.

#### **Contractor Selection**

The Contractor selection will be based on the highest responsive combined rating of AOC and price. The ratio will be 5% for the AOC and 95% for the price.

$$\begin{aligned}\text{AOC Score} &= \frac{\text{Bidder' Points}}{\text{Maximum Points}} \times 5\% \\ \text{Price Score} &= \frac{\text{Lowest Bid}}{\text{Bidder' Price}} \times 95\%\end{aligned}$$

**AOC Bid Criteria:**

BID CRITERIA				TOTAL AVAIL. POINTS												
The requirements of the Tlicho Land Claims and Self-Government Agreement apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.																
1.	HEAD OFFICE: The existence of head offices, staffed administrative offices or other staffed facilities in the CLCA Settlement Area.			5 points												
2.	TRAINING: Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Aboriginal people from the CLCA at no additional cost under this Contract. "Training and Apprenticeship" is considered delivered when the receiving individuals have acquired certifiable work skills. This is typically achieved through an independent third party certification process.  To establish the training score, each responsive bid will be prorated against the bidder proposing the highest number of total Aboriginal training hours, with the proposal committing to the highest number of training hours receiving full points. <table><tr><td></td><td>Bidder 1</td><td>Bidder 2</td><td>Bidder 3</td></tr><tr><td>Total number of Aboriginal training hours proposed</td><td>20 hours</td><td>35 hours</td><td>60 hours</td></tr><tr><td>Calculation of points</td><td>20/60 = 33% of total points available</td><td>35/60 = 58% of total points available</td><td>60/60 = 100 % of total points available</td></tr></table> *** Penalty Conditions will apply to this criterion.				Bidder 1	Bidder 2	Bidder 3	Total number of Aboriginal training hours proposed	20 hours	35 hours	60 hours	Calculation of points	20/60 = 33% of total points available	35/60 = 58% of total points available	60/60 = 100 % of total points available	15 points
	Bidder 1	Bidder 2	Bidder 3													
Total number of Aboriginal training hours proposed	20 hours	35 hours	60 hours													
Calculation of points	20/60 = 33% of total points available	35/60 = 58% of total points available	60/60 = 100 % of total points available													
3.	LABOUR: The employment of onsite Aboriginal in carrying out the work of the contracts.  Bidder will be evaluated on their firm guarantee to use onsite Aboriginal people from the CLCA in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or Sub-contractor staff. Percentages should be supported by list of specific positions that may or will be staffed by onsite Aboriginal personnel.  Percentages should be supported by list of specific positions that may or will be staffed by onsite Aboriginal personnel. Onsite Aboriginal employment will be confirmed during activities based on supporting documentation provided by the Contractor and review of Departmental Representative statistics records on Aboriginal labour on site.  0 - 25% - of total labour hours                      0 - 10 points 26 - 50% - of total labour hours                    11- 20 points 51 - 75% - of total labour hours                   21 – 30 points 76 - 100% - of total labour hours                  31 – 40 points  *** Penalty Conditions will apply to this criterion.			40 points												

<p>4. <b>SUB-CONTRACTORS / SUPPLIERS:</b> The use of sub-contractors or suppliers that are Aboriginal in carrying out the contract.</p> <p>Bidder will be evaluated on their firm guarantee to use Aboriginal Sub-Contractors for services or the procurement of supplies and equipment from the Aboriginal people from the CLCA associated with the Contract.</p> <p>Note: if the Prime Contractor is an Aboriginal owned business, the total dollar value of the Aboriginal contracting shall also include the contractor's share of the contract. If Contractor is an Aboriginal firm, the entire value of the contract, LESS any non-Non-Aboriginal sub-contracting for both goods and services, would apply to the total of line (A) below.</p> <table border="0"> <tr> <td>0 - 25% - of total labour hours</td> <td>0 - 10 points</td> </tr> <tr> <td>26 - 50% - of total labour hours</td> <td>11- 20 points</td> </tr> <tr> <td>51 - 75% - of total labour hours</td> <td>21 – 30 points</td> </tr> <tr> <td>76 - 100% - of total labour hours</td> <td>31 – 40 points</td> </tr> </table> <p>*** Penalty Conditions will apply to this criterion.</p>	0 - 25% - of total labour hours	0 - 10 points	26 - 50% - of total labour hours	11- 20 points	51 - 75% - of total labour hours	21 – 30 points	76 - 100% - of total labour hours	31 – 40 points	<p>40 points</p>
0 - 25% - of total labour hours	0 - 10 points								
26 - 50% - of total labour hours	11- 20 points								
51 - 75% - of total labour hours	21 – 30 points								
76 - 100% - of total labour hours	31 – 40 points								
<p><b>TOTAL POSSIBLE POINTS</b></p>	<p><b>100 points</b></p>								

### **BIDDER GUARANTEE AND CERTIFICATION**

1. At time of bid submission - The tables below may be used by bidders to submit their proposals.
2. Information provided may be subject to verification.

**TABLE 1 – Head Office**

<b>Provide Current Business address</b>
Bidders are requested to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Aboriginal people from the CLCA.

**TABLE 2 – Guarantee of Aboriginal Training**

Total No. Of Aboriginal Training for This Contract = A/B = \_\_\_\_\_ %  
Total No. Of Training Hours for This Contract

Name & Position Title (Provide name(s) where possible)	Aboriginal Employee	Non Aboriginal Employee
Bidders to include type of training and hours of training.		

**TABLE 3 – Guarantee of onsite Aboriginal Labour Content**

Total No. Of onsite Aboriginal Person Hours for This Contract = \_\_\_\_\_ %  
Total No. Of onsite Person Hours for This Contract

Name & Position Title (Provide name(s) where possible)	Onsite Aboriginal Employee Hours	Non – Aboriginal Employee Hours
Bidders to include the # of hours to be worked.		

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**TABLE 4 – Guarantee of Aboriginal Content for Sub-Contracting/Suppliers Content:**

Total Est. Cost For Supplies/Materials, Equip And Services Procured From Aboriginal Companies for This Contract / Total Bid Price

= \_\_\_\_\_ %

Company Name	Aboriginal Company	Non- Aboriginal Company
Bidder to include the value of work to be Sub-Contracted.		

**Bidder Certification**

The Bidder should submit the following certification if an AOC guarantee is being provided, either at time of bid submission, or prior to contract award.

**ABORIGINAL OPPORTUNITIES CONSIDERATIONS CERTIFICATION:**

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

The bidder certifies it's AOC guarantee for contracting submitted with its bid is accurate and complete.

### **CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION**

1. For successful Contractor only - If an AOC guarantee is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the AOC portion of their bid. The following table must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor at end of contract / prior to final payment.
2. Information provided may be subject to verification.
3. The AOC Certification and AOC Achievement Reports must be submitted prior to final payment with details how the Contractors met its' AOC guarantee.
4. Failure to comply with the request to submit the certification and report within 15 business days may result in a full 1% penalty.

Return Reports to: Alison Guilford, alison.guilford@pwgsc-tpsgc.gc.ca

**TABLE 1 – Head Office**

<b>Provide Current Business address</b>
Contractors must confirm the existence of head offices, staffed administrative offices or other staffed facilities in the CLCA Settlement Area.

**TABLE 2 – Achievement of Aboriginal Training**

Total No. Of Aboriginal Training for This Contract = \_\_\_\_\_ %  
Total No. Of Training Hours for This Contract

<b>Name &amp; Position Title (Provide name(s) where possible)</b>	<b><u>Aboriginal</u> Employee</b>	<b><u>Non</u> <u>Aboriginal</u> Employee</b>
Contractor must include type of training, hours, and % complete		



Solicitation No. - N° de l'invitation  
EW038-171923/A  
Client Ref. No. - N° de réf. du client  
EW038-171923

Amd. No. - N° de la modif.  
File No. - N° du dossier  
WPG-6-39329

Buyer ID - Id de l'acheteur  
wpg005  
CCC No./N° CCC - FMS No./N° VME

**TABLE 3 – Achievement of onsite Aboriginal Labour Content**

Total No. Of onsite Aboriginal Person Hours for This Contract = \_\_\_\_\_ %  
Total No. Of onsite Person Hours for This Contract

Name & Position Title (Provide name(s) where possible)	Onsite Aboriginal Employee Hours	Non – Aboriginal Employee Hours
Contractor must include the # of hours worked		

**TABLE 4 – Achievement of Aboriginal Content for Sub-Contracting/Suppliers Content:**

Total Cost For Supplies/Materials, Equip And Services Procured From Aboriginal Companies for This Contract

Final Contract Value

= \_\_\_\_\_ %

Company Name	Aboriginal Company	Non- Aboriginal Company
Contractor to include the value of Sub-Contracted work		

**CONTRACTOR CERTIFICATION**

**ABORIGINAL BENEFIT PLAN ACHIEVEMENT CERTIFICATION:**

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

The Contractor certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete.

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**ABORIGINAL OPPORTUNITIES CONSIDERATIONS / PENALTY CONDITIONS**

1. Under the provisions of the proposed contract, where the contractor meets the AOC guarantees specified and certified in his bid, the contractor will be paid the agreed contract price.
2. If the contractor fails to fulfill their certified training guarantee, an amount of up to 0.25% of the final contract value may be deducted from the final payment. The Contractor will not be evaluated on their training achievements. (Table 1A)
3. If the contractor does not meet the certified percentage of onsite Aboriginal employee hours worked on the Contract and fails to fulfill their onsite Aboriginal employment guarantees, an amount of up to 0.50% of the final contract value may be deducted from the final payment. (Table 1B)
4. If the contractor does not meet the certified percentage of Aboriginal Sub-contractors/Suppliers, and fails to fulfill their Aboriginal sub-contractors/suppliers guarantees, an amount of up to 0.25% of the final contract value may be deducted from the final payment. (Table 1C)
5. 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 penalties owing and unpaid under this section.
6. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
7. Canada reserves the right, at their sole discretion, to reduce or eliminate damages if it can be clearly demonstrated that significant efforts were made to meet the AOC guarantee and the minimum requirements could not be met due to circumstances out of the Contractor's control.

NOTE: "FINAL CONTRACT VALUE" for the purposes of the penalty calculation the final contract value includes all amendments to the original award amount unless identified as being excluded from the AOC calculation at the time of change order or amendment negotiation.

TABLE 1A - ASSESSMENT OF ABORIGINAL TRAINING PENALTY			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<b>CONTRACTOR DUE DILIGENCE:</b>  Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve their <b>Aboriginal Training</b> guarantees.  <b>Points awarded for contractor due diligence based on the following scale:</b>  0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the AOC training guarantee. 14-27 points - Contractor demonstrated moderate effort while attempting to meet the AOC training guarantee. 28-40 points - Contractor demonstrated outstanding effort while attempting to meet the AOC training guarantee.	40	
3	<b>TOTAL ASSESSED SCORE</b>	40	
4	<b>TOTAL CALCULATED PENALTY:</b> (40 - total assessed score)% x (Final contract value) x 0.25%	\$	
5	<b>COMMENTS/JUSTIFICATIONS:</b>		
6	<b>SIGNATURE OF EVALUATION PANEL:</b>  Departmental Representative: _____  Technical Authority: _____  Contracting Officer: _____		

TABLE 1B - ASSESSMENT OF ONSITE ABORIGINAL LABOUR PENALTY			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p><b>Calculate the percentage of guarantee achieved for Onsite Aboriginal content based on the following formula, where:</b></p> <p>Guarantee percentage = <math>\frac{\text{Achieved}}{\text{Proposed}} = \frac{\quad}{\quad} \% * 60\%</math></p> <p><b>Notes:</b> percentage of 50% or less receives zero points</p>	60	
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Onsite <b>Aboriginal</b> employment guarantees.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <p>0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the AOC employment guarantee. 14-27 points - Contractor demonstrated moderate effort while attempting to meet the AOC employment guarantee. 28-40 points - Contractor demonstrated outstanding effort while attempting to meet the AOC employment guarantee.</p>	40	
3	<b>TOTAL ASSESSED SCORE</b>	100	
4	<p><b>TOTAL CALCULATED PENALTY:</b> (100 - total assessed score)% x (Final contract value) x 0.50%</p>	\$	
5	<b>COMMENTS/JUSTIFICATIONS:</b>		
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p><b>Departmental Representative:</b> _____</p> <p><b>Technical Authority:</b> _____</p> <p><b>Contracting Officer (PWGSC):</b> _____</p>		

TABLE 1C - ASSESSMENT OF ABORIGINAL SUB-CONTRACTING/SUPPLIER PENALTY			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p><b>Calculate the percentage of guarantee achieved for Aboriginal content based on the following formula, where:</b>  Guarantee percentage = <math>\frac{\text{Achieved}}{\text{Proposed}} \times 60\%</math></p> <p><b>Note:</b> Guarantee percentage of 50% or less receives zero points.</p>	60	
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Aboriginal sub-contracting / supplier guarantees.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b>  0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the AOC sub-contracting/supplier guarantees.  14-27 points - Contractor demonstrated moderate effort while attempting to meet the AOC sub-contracting/supplier guarantees.  28-40 points - Contractor demonstrated outstanding effort while attempting to meet the AOC sub-contracting/supplier guarantees.</p>	40	
3	<b>TOTAL ASSESSED SCORE</b>	100	
4	<p><b>TOTAL CALCULATED PENALTY:</b>  (100 - total assessed score)% x (Final contract value) x 0.25%</p>	\$	
5	<b>COMMENTS/JUSTIFICATIONS:</b>		
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p><b>Departmental Representative:</b> _____</p> <p><b>Technical Authority:</b> _____</p> <p><b>Contracting Officer (PWGSC):</b> _____</p>		