



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St. / 11 rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**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

Commercial Acquisitions & Fast Track Procurement
Div/Div des Acquisitions commerciales et achats en régime accéléré

11 Laurier St. / 11 rue Laurier

6A2-16, Place du Portage

Phase III

Gatineau

Québec

K1A 0S5

Title - Sujet RFP rental of active workstations	
Solicitation No. - N° de l'invitation D1124-170027/A	Date 2018-01-12
Client Reference No. - N° de référence du client D1124-170027	
GETS Reference No. - N° de référence de SEAG PW-\$\$PD-041-74124	
File No. - N° de dossier pd041.D1124-170027	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-02-21	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lamothe, Nathalie	Buyer Id - Id de l'acheteur pd041
Telephone No. - N° de téléphone (819) 420-9939 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PUBLIC SERVICE COMMISSION OF CANADA 22 EDDY STREET Mathieu Liberty 819-420-8388 Erik Poirier (613) 608-2610 GATINEAU Quebec K1A0M7 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 REQUIREMENT	3
1.2 SECURITY REQUIREMENTS	3
1.3 DEBRIEFINGS	3
1.4 OFFICIAL LANGUAGE ACT	3
1.5 TRADE AGREEMENTS	3
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 SUBMISSION OF BIDS	6
2.3 ENQUIRIES - BID SOLICITATION	6
2.4 APPLICABLE LAWS	6
PART 3 - BID PREPARATION INSTRUCTIONS	7
3.1 BID PREPARATION INSTRUCTIONS	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES	8
4.2 BASIS OF SELECTION	10
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	10
5.1 CERTIFICATIONS REQUIRED WITH THE BID	10
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	10
PART 6 - RESULTING CONTRACT CLAUSES	11
6.1 SECURITY REQUIREMENTS	11
6.2 REQUIREMENT	11
6.3 STANDARD CLAUSES AND CONDITIONS	11
6.4 TERM OF CONTRACT	12
6.5 AUTHORITIES	13
6.6 PAYMENT	13
6.7 INVOICING INSTRUCTIONS	14
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	14
6.9 APPLICABLE LAWS	15
6.10 PRIORITY OF DOCUMENTS	15
6.11 INSURANCE	15
ANNEX "A" - STATEMENT OF WORK	16
ACTIVE WORKSTATIONS (AWS) - REQUIREMENT	16
APPENDIX 1 - MANDATORY MINIMUM PERFORMANCE STANDARDS	18
ANNEX "B"	19
BASIS OF PAYMENT	19
ANNEX "C" TO PART 3 OF THE BID SOLICITATION	24
ELECTRONIC PAYMENT INSTRUMENTS	24
ANNEX "D" TO PART 5 OF THE BID SOLICITATION	25

Solicitation No. - N° de l'invitation
D1124-170027/A
Client Ref. No. - N° de réf. du client
D1124-170027

Amd. No. - N° de la modif.
File No. - N° du dossier
pd041. D1124-170027

Buyer ID - Id de l'acheteur
pd041
CCC No./N° CCC - FMS No./N° VME

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION.....25

PART 1 - GENERAL INFORMATION

1.1 Requirement

Public Service Commission (PSC) has a requirement for the rental of active workstations for a period of one (1) year with a possibility of four (4) additional one (1) year periods under the same terms and conditions.

1.2 Security Requirements

The security classification of this contract is "UNCLASSIFIED". However, the Contractor must treat as confidential, during as well as after the provision of goods or services contracted for, any information of a character confidential to the affairs of Canada, to which the Contractor's servants or agents become privy. The Resulting Contract Clauses contain an Article entitled "Security Requirement". The contract Authority or Authorized User making an order may, at its discretion, substitute an alternative Security Requirement.

In the event a Contractor does not satisfy the Security Requirement, the Authorized User will take the necessary steps to:

- a) facilitate the short term fulfillment of any resulting contract by providing an escort or alternative delivery arrangements to the Contractor (s); and
- b) facilitate a long term solution by sponsoring the registration / certification of the Contractor at the appropriate level in the Industrial Security Program.

Additional information about the Industrial Security Program is available online at: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

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 Official Language Act

The *Official Languages Act* specifies that PWGSC has an obligation to provide services to other government departments and agencies in the language of work of the region. The Atlantic, Quebec, National Capital Area (NCA), Eastern and the Northern Ontario regions are prescribed under the Act and are therefore designated as bilingual regions for language of work purposes. In regions prescribed as bilingual, any resulting Bidder is required to serve those prescribed regions in both official languages.

For the purposes of this requirement any bid across Canada that is quoting on a bilingual designated region must offer documentation in both official languages and must be able to provide bilingual services to those regions, such as a bilingual contact, taking orders etc.

1.5 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

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) (<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](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 90 days

The 2003 standard instructions is amended as follows:

- Section 5, entitled Submission of bids, is amended as follows:
 - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
 - subsection 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) identified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"
 - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
- Section 6, entitled Late bids, is deleted entirely and replaced with the following: "PWGSC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids. For bids submitted using means other than the Canada Post Corporation's epost Connect service, the bid will be returned. For bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late bid will be deleted."
- Section 07, entitled Delayed bids, is amended as follows:
 - Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity."
- Section 8, entitled Transmission by facsimile, is deleted and replaced by the following:

"Transmission by facsimile or by epost Connect

 1. Facsimile
 - a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid

- solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
- i. receipt of garbled or incomplete bid;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid; or
 - vii. security of bid data.
- c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.
2. ePost Connect
- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service provided by Canada Post Corporation](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) (https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a).
- b. To submit a bid using epost Connect service, the Bidder must either:
- i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the solicitation closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access the message within the conversation, and the Bidder can reply to the email notification by transmitting its bid.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after solicitation closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Headquarters is: TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca. The solicitation number must be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
- i. receipt of a garbled or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or

- viii. inability to create an electronic conversation through the epost Connect service.
- h. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids."

2.1.1 SACC Manual Clauses

2.1.1.1 Condition of material

Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the bid solicitation closing date.

2.1.1.2 Electrical Equipment

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the [Canadian Electrical Code](#), Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada

2.1.1.3 Firm Price and/or Rates

The Offeror is required to submit firm prices, rates or both that will apply for the first one year period of the Contract.

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.

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 Quebec.

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

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

If the Bidder is simultaneously providing a hard copy of the bid using another acceptable delivery method, and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid one (1) hard copy and one (1) soft copy on CD or DVD.

Section II: Financial Bid one (1) hard copy and (1) soft copy on CD or DVD.

Section III: Certifications (1) hard copy.

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

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

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

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

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

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

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.1.3 SACC Manual Clauses**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****Mandatory requirements:**

A measure of success or failure (i.e. compliant or non-compliant) will be used to assess compliance with mandatory requirements. **Proposals that do not meet the mandatory requirements will not be considered further and will be rejected at this stage.**

In order to be considered, bidders must demonstrate that they meet all the specifications and requirements described below and must provide supporting documentation.

Bidders should indicate whether or not they meet each of the mandatory requirements. In addition, they should specify the location (i.e. page number, paragraph number, etc.) where the information provided in support of the Declaration of Conformity is provided below.

Mandatory Criteria		
Number	Mandatory Criteria Details	Met / Not Met / Page in the proposal
E01	The Bidder must provide a catalog of equipment offered for rental (model, model year and other distinguishing features)	
E02	<p>The Bidder must have 12 months of experience in providing active workstations to organizations</p> <p><i>The Bidder should provide the following details as to how the stated experience was obtained:</i></p> <ol style="list-style-type: none"><i>1. Name of the client or Department and contact information;</i><i>2. The total number of months of experience;</i><i>3. The start and end dates of the assignment(s);</i><i>4. Details about the work performed by the Bidder on the assignment(s);</i><i>5. A professional reference that can attest the Bidder's experience.</i>	
E03	<p>The bidder must have 12 months of experience in layout, installation and maintenance of active workstations.</p> <p><i>The Bidder should provide the following details as to how the stated experience was obtained:</i></p> <ol style="list-style-type: none"><i>1. Name of the client or Department and contact information;</i><i>2. The total number of months of experience;</i><i>3. The start and end dates of the assignment(s);</i><i>4. Details about the work performed by the Bidder on the assignment(s);</i><i>5. A professional reference that can attest the Bidder's experience.</i>	
E04	The Bidder's must demonstrate that its proposed active workstation equipment (treadmills and stationary bicycles) meet the mandatory minimum performance standards as identified in Appendix 1 to Annex A – Statement of Work.	

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

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

4.2.1 Calculation of the Evaluated Price

The Evaluated Price will be obtained by adding the total for the contract period, the total for option period 1, the total for option period 2, the total for option period 3 and the total for option period 4.

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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

The security classification of this contract is "UNCLASSIFIED". However, the Contractor must treat as confidential, during as well as after the provision of goods or services contracted for, any information of a character confidential to the affairs of Canada, to which the Contractor's servants or agents become privy. The Resulting Contract Clauses contain an Article entitled "Security Requirement". The contract Authority or Authorized User making an order may, at its discretion, substitute an alternative Security Requirement.

In the event a Contractor does not satisfy the Security Requirement, the Authorized User will take the necessary steps to:

- a) facilitate the short term fulfillment of any resulting contract by providing an escort or alternative delivery arrangements to the Contractor (s); and
- b) facilitate a long term solution by sponsoring the registration / certification of the Contractor at the appropriate level in the Industrial Security Program.

Additional information about the Industrial Security Program is available online at: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

6.2 Requirement

The Contractor must provide the deliverables in accordance with the Statement of Work 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) (<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 contract award date to March 31st, 2019.

6.4.2 Delivery Date

Delivery must be made within 15 calendar days from Contract award.

The Contractor must call the Technical Authority 5 days prior to delivery.

6.4.2.1 Deliverables

- a. within 5 days prior to delivery contact the technical Authority (TA) to establish a mutual agreed upon delivery date and time;
- b. unpack the equipment; including but not limited to uncrating, unwrapping, removing pallets/skids, and remove all packing and protective material;
- c. assemble and set-up all equipment on location as designated by the TA; and
- d. ensure all equipment is in complete operational working order
- e. provide all support documentation and materials, including technical and operating manuals (in both Official Languages) for all equipment delivered.

6.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.4.4 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nathalie Lamothe
Title: Supply officer
Public: Works and Government Services Canada
Acquisitions: Branch
Directorate: Commercial and Consumer Products
Address: 11 rue Laurier
Gatineau, Quebec, K1A 0S5

Telephone: 819-420-9939

E-mail address: Nathalie.lamothe@tpsgc-pwgsc.gc.ca

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

6.5.2 Project Authority

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.

6.5.3 Contractor's Representative (to be completed at contract award)

Name: _____

Title: _____

Address: _____

Telephone: ____ _

Facsimile: ____ _

E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

The Contractor will be paid firm monthly rates for installation, rental and maintenance (covering all parts, labour, preventive and remedial maintenance). Applicable Taxes are included.

6.6.2 Limitation of Price

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.

6.6.3 On-site Maintenance

The Contractor must perform on-site maintenance and related services with respect to Canada-owned equipment and components located at the site(s) identified at Annex "A". The Work will be performed on an as-and-when requested basis in accordance with the Statement of work at Annex "A".

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);

6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions along with the "as and when requested" maintenance report described in the Statement of Work of the Contract.
Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Project Authority.
2. The original and two (2) copies of the invoices and maintenance reports must be forwarded to the following address for certification and payment;

Public Service Commission
22 Eddy Street,
Gatineau, QC K1A 0M7

One (1) copy of the invoice and maintenance report (where applicable) must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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 _____ (*to be completed at time of contract award*).

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, Statement of Work;
- (d) Annex B, Basis of payment;
- (e) the Contractor's bid dated _____ (*insert date at the time of contract award*)

6.11 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

ANNEX "A" – STATEMENT OF WORK

Active Workstations (AWS) - Requirement

1- Title:

Active Workstation (AWS)

2- Background:

In 2015-2016 the Public Service Commission (PSC) implemented a pilot project that included treadmills and stationary bikes across the PSC. The pilot project has been a success since its initiation in 2015-2016 and as a result this initiative has been approved as a formal Active Workstations Program.

3- Objective:

To provide with the lease and installation of ten (10) active work stations in different PSC offices.

4- Tasks / Scope:

1. The contractor must provide under lease, deliver and install ten (10) individual active work stations for the following PSC offices
 - a. 6 stations (4 treadmills and 2 stationary bicycle) in the National Capital Region (Gatineau)
 - b. 1 station (treadmill) in each of the PSC's regional offices (Toronto, Montreal, Halifax and Vancouver).
2. All of the contractor's individual active work stations must meet the mandatory minimum performance standards identified in Appendix 1 to Annex A – Statement of work;
3. The contractor's equipment must capture data usage information (mileage, usage, etc.);
4. The contractor must ensure that equipment is in good working condition at all times, and must provide regular maintenance or as required by the Project Authority;
 - a. The expected service standard is a maximum of 1 week for repair, maintenance and/or exchange when required;
5. The contractor must provide a guarantee on parts and labor including for the repair and maintenance for the duration of the contract (including the potential optional years);
6. The contractor must offer the PSC the option to exchange the type of active workstations (treadmill vs. stationary bicycle) at least twice during the course of the contract and in each of its subsequent option years (if exercised);
7. The contractor must provide technical support if required by the Project Authority;
8. The contractor must provide an orientation session on how to use and troubleshoot the equipment to the contact person identified by the Project Authority in each of the PSC offices identified in section 7. *Location of work (points of delivery)*.

5- Deliverables:

The contractor must provide operating and troubleshooting instructions (manual or sheets) for each installed work station as well as a contact phone number for client support. The installation services must be provided in English and/or in French, as required by the Project Authority.

6- Location of work (points of delivery):

The Contractor must deliver and install the equipment at the following PSC offices:

1) Gatineau (4 treadmills and 2 stationary bicycles)

22 Eddy street,
Gatineau, Quebec, K1A 0M7

2) Montreal (1 treadmill)

Complexe Guy-Favereau
305 boul. René-Levesque ouest, 1er étage
Montréal, Québec H2Z 1X4

3) Toronto (1 treadmill)

1 Front st west, 6th floor
Toronto, Ontario M5J 2X5

4) Halifax (1 treadmill)

Maritime Centre Building
1729 - 1505, Barrington St.
Halifax (Nova Scotia) B3J 3K5

5) Vancouver (1 treadmill)

Library Square Bldg
Suite 1010
300 West Georgia Street
Vancouver BC V6B 6B4

7- Constraints:

The contractor and their personnel must be escorted at all times while in PSC buildings/locations.

8- Language of Work:

The Contractor must perform all work and submit all deliverables in English and in French, as required by the Project Authority.

9- Green Procurement and Services:

The contractor should make every effort to ensure that all documents prepared or delivered are printed double-sided on Ecology certified recycled paper or on paper with equivalent post-consumer recycled content, to the full extent to which it is procurable.

Canada's Policy on Green Procurement: To assist Canada in reaching its objectives on green procurement, the Contractor is encouraged to:

- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- ii. 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.

Solicitation No. - N° de l'invitation
D1124-170027/A
Client Ref. No. - N° de réf. du client
D1124-170027

Amd. No. - N° de la modif.
File No. - N° du dossier
pd041. D1124-170027

Buyer ID - Id de l'acheteur
pd041
CCC No./N° CCC - FMS No./N° VME

Appendix 1 - Mandatory minimum performance standards

Item	Description
1	A portable desk console must provide control of equipment (on/off, emergency stop) as well personal settings and readouts such as steps, walking time, distance, calories and speed.
2	Under-desk treadmill must measure between: 100-200cm W x 50-80 cm W x15-20cm H
3	Under-desk treadmill must have front mounted wheels for easy moving
4	Under-desk treadmill must have a user weight capability up to 180 kg
5	Under-desk treadmill must have built in safety features such as an emergency stop.
6	Under-desk stationary bicycle must measure between: 55-75cm L x 40-60cm W x 90 cm to 120 cm H
7	Under-desk stationary bicycle must have a height adjustment seat settings to accommodate most users between 155 cm to 200 cm tall.
8	The under-desk stationary bicycle must have adjustable pedal straps
9	Under-desk stationary bicycle must have mounted wheels for easy moving
10	Under-desk stationary bicycle must have user weight capability of up to 180 kg

Solicitation No. - N° de l'invitation
D1124-170027/A
Client Ref. No. - N° de réf. du client
D1124-170027

Amd. No. - N° de la modif.
File No. - N° du dossier
pd041. D1124-170027

Buyer ID - Id de l'acheteur
pd041
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

Basis of Payment

Initial Contract Period – From award date to 31-March-2019

	A	B	C = B x A
Description	Unit Price Rental (per month)	Quantity	Extended Price (per month)
Treadmills Gatineau, QC	\$	4	\$
Treadmill Montreal, QC	\$	1	\$
Treadmill Toronto, ON	\$	1	\$
Treadmill Halifax, NS	\$	1	\$
Treadmill Vancouver, BC	\$	1	\$
Bicycles Gatineau, QC	\$	2	\$
TOTAL - CONTRACT PERIOD			\$

Solicitation No. - N° de l'invitation
D1124-170027/A
Client Ref. No. - N° de réf. du client
D1124-170027

Amd. No. - N° de la modif.
File No. - N° du dossier
pd041. D1124-170027

Buyer ID - Id de l'acheteur
pd041
CCC No./N° CCC - FMS No./N° VME

Option Period 1 (if exercised) – (to be completed at contract award)

	A	B	C = B x A
Description	Unit Price Rental (per month)	Quantity	Extended Price (per month)
Treadmills Gatineau, QC	\$	4	\$
Treadmill Montreal, QC	\$	1	\$
Treadmill Toronto, ON	\$	1	\$
Treadmill Halifax, NS	\$	1	\$
Treadmill Vancouver, BC	\$	1	\$
Bicycles Gatineau, QC	\$	2	\$
TOTAL - OPTION 1			\$

Solicitation No. - N° de l'invitation
D1124-170027/A
Client Ref. No. - N° de réf. du client
D1124-170027

Amd. No. - N° de la modif.
File No. - N° du dossier
pd041. D1124-170027

Buyer ID - Id de l'acheteur
pd041
CCC No./N° CCC - FMS No./N° VME

Option Period 2 (if exercised) – (to be completed at contract award)

	A	B	C = B x A
Description	Unit Price Rental (per month)	Quantity	Extended Price (per month)
Treadmills Gatineau, QC	\$	4	\$
Treadmill Montreal, QC	\$	1	\$
Treadmill Toronto, ON	\$	1	\$
Treadmill Halifax, NS	\$	1	\$
Treadmill Vancouver, BC	\$	1	\$
Bicycles Gatineau, QC	\$	2	\$
TOTAL - OPTION 2			\$

Solicitation No. - N° de l'invitation
D1124-170027/A
Client Ref. No. - N° de réf. du client
D1124-170027

Amd. No. - N° de la modif.
File No. - N° du dossier
pd041. D1124-170027

Buyer ID - Id de l'acheteur
pd041
CCC No./N° CCC - FMS No./N° VME

Option Period 3 (if exercised) – (to be completed at contract award)

	A	B	C = B x A
Description	Unit Price Rental (per month)	Quantity	Extended Price (per month)
Treadmills Gatineau, QC	\$	4	\$
Treadmill Montreal, QC	\$	1	\$
Treadmill Toronto, ON	\$	1	\$
Treadmill Halifax, NS	\$	1	\$
Treadmill Vancouver, BC	\$	1	\$
Bicycles Gatineau, QC	\$	2	\$
TOTAL - OPTION 3			\$

Solicitation No. - N° de l'invitation
D1124-170027/A
Client Ref. No. - N° de réf. du client
D1124-170027

Amd. No. - N° de la modif.
File No. - N° du dossier
pd041. D1124-170027

Buyer ID - Id de l'acheteur
pd041
CCC No./N° CCC - FMS No./N° VME

Option Period 4 (if exercised) – (to be completed at contract award)

	A	B	C = B x A
Description	Unit Price Rental (per month)	Quantity	Extended Price (per month)
Treadmills Gatineau, QC	\$	4	\$
Treadmill Montreal, QC	\$	1	\$
Treadmill Toronto, ON	\$	1	\$
Treadmill Halifax, NS	\$	1	\$
Treadmill Vancouver, BC	\$	1	\$
Bicycles Gatineau, QC	\$	2	\$
TOTAL - OPTION 4			\$

Solicitation No. - N° de l'invitation
D1124-170027/A
Client Ref. No. - N° de réf. du client
D1124-170027

Amd. No. - N° de la modif.
File No. - N° du dossier
pd041. D1124-170027

Buyer ID - Id de l'acheteur
pd041
CCC No./N° CCC - FMS No./N° VME

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);

ANNEX "D" to PART 5 OF THE BID SOLICITATION

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 permanent full-time and/or permanent part-time employees.

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 ESDC-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 annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)