



**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**

<b>Title - Sujet</b> Height Adjustable Tables Bases	
<b>Solicitation No. - N° de l'invitation</b> 45045-180058/A	<b>Date</b> 2019-01-02
<b>Client Reference No. - N° de référence du client</b> 000010659	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PQ-983-76139	
<b>File No. - N° de dossier</b> pq983.45045-180058	<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 2019-01-18</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<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> Wong, Michelle	<b>Buyer Id - Id de l'acheteur</b> pq983
<b>Telephone No. - N° de téléphone</b> (819) 639-9834 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> See Herein	

Instructions: See Herein

Instructions: Voir aux présentes

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Furniture Division/Division des ameublements  
L'Esplanade Laurier,  
East Tower 7th Floor  
Tour est 7e étage,  
140 O'Connor, Street,  
140 O'Connor, rue O'Connor,  
Ottawa  
Ontario  
K1A 0R5

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to the Solicitation.

### **1.2 Requirement**

The requirement is detailed under Annex A – Requirement.

### **1.3 Set-aside under the Federal Government PSAB**

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business (PSAB). For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to [Annex 9.4](#) of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

### **1.4 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.

### **1.5 Canadian Content**

The requirement is subject to a preference for Canadian goods and/or services.

### **1.6 epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## **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 \(2018-05-22\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: one hundred and twenty (120) days

## **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 five (5) 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 Ontario.

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 08 of the 2003 standard instructions. Bidders must 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 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)  
Section II: Financial Bid (one (1) hard copy)  
Section III: Certifications (one (1) hard copy)

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If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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**

[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.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### 4.1.1 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 requirements of the bid solicitation and meet all evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated 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 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.

##### 5.1.2 Additional Certifications Required with the Bid

###### 5.1.2.1 Canadian Content Certification

[A3062T \(2008-05-12\)](#), Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids for items with a certification that the item(s) offered are Canadian goods, as defined in clause [A3050T \(2014-11-27\)](#), may be considered.

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Failure to provide this certification completed with the bid will result in the item(s) offered being treated as non-Canadian goods.

Bidders must **clearly identify below which items** meet the definition of Canadian good and complete the certification below.

The Bidder certifies that:

the item(s) offered and identified as Canadian goods are Canadian goods as defined in paragraph 1 of clause [A3050T \(2014-11-27\)](#).

[A3050T \(2014-11-27\)](#), Canadian Content Definition

1. **Canadian good:** A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the [North American Free Trade Agreement \(NAFTA\)](#) Rules of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory" is to be replaced with "Canada". (Consult [Annex 3.6](#) (9) of the Supply Manual.)

2. **Canadian service:** A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.

3. **Variety of goods:** When requirements consist of more than one good, one of the two methods below is applied:

- a. aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
- b. item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.

4. **Variety of services:** For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.

5. **Mix of goods and services:** When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#) (9), Example 2, of the Supply Manual.

6. **Other Canadian goods and services:** Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

#### 5.1.2.2 Set-aside for Aboriginal Business

[A3000T \(2014-11-27\)](#), Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.

2. The Bidder:

- i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Bidder must check the applicable box below:

- i.  The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- ii.  The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Bidder must check the applicable box below:

- i.  The Aboriginal business has fewer than six full-time employees.

OR

- ii.  The Aboriginal business has six or more full-time employees.

5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

A3001T (2014-11-27), Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am \_\_\_\_\_ (*insert "an owner" and/or "a full-time employee"*) of \_\_\_\_\_ (*insert name of business*), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business".

2. I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
Printed name of owner and/or employee

\_\_\_\_\_  
Signature of owner and/or employee

\_\_\_\_\_  
Date

### 5.1.2.3 Product Conformance

The Bidder certifies that all the products offered conform, and will continue to conform throughout the duration of the Contract, to all specifications of Annex A.

\_\_\_\_\_  
Supplier's Signature

\_\_\_\_\_  
Date

## 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

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Requirement

The requirement is detailed under Annex A – Statement of Requirement.

### 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 (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Section 09, Warranty of general conditions 2010A is amended as follow:

**DELETE:** The warranty period will be twelve (12) months.

**INSERT:** The warranty period will be ten (10) years, with the exception of user adjustable components, which must have a warranty of five (5) years.

**DELETE:** Subsection 2 in its entirety

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

All other provisions of the warranty section remain in effect.

### 6.4 Term of Contract

#### 6.4.1 Delivery Date

All the deliverables must be received on or before March 31, 2019.

#### 6.4.2 Delivery Points

Delivery of the requirement will be made to delivery points specified at Annex A of the Contract.

#### 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 three (3) additional optional period(s) 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 fifteen (15) 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.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Michelle Wong  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch

Furniture Division  
140 O'Connor Street  
Ottawa, Ontario K1A 0R5

Telephone: 819-420-6462

E-mail address: [michelle.wong@tpsgc-pwgsc.gc.ca](mailto:michelle.wong@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 for the Contract is:

*(to be completed at contract award)*

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

### **6.5.3 Contractor's Representative**

*(to be completed at contract award)*

## **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 a firm price, as specified in Annex B, Basis of Payment, for a cost of \$ \_\_\_\_\_ *(to be completed 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 Multiple Payments**

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### **6.6.3 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):  
*(to be completed at contract award)*

- 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 following address for certification and payment.  
  
*(to be completed at contract award)*
  - b. One (1) copy 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.

### 6.8.2 Product Conformance Certification

The Contractor warrants that the Product Conformance Certification submitted by the Contractor is accurate and complete, and that the products provided under this Contract are in accordance with Annex A, Statement of Requirement. The Contractor must keep proper records and documentation relating to the product conformance and the testing requirements in Annex A. The Contractor must not, without obtaining the prior written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of the Contract or the expiry date of the Warranty, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts.

Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to this contract.

In addition, the Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection, which may also include the submission of test reporting documentation as listed in Annex A. The Contractor must forward such test pieces and samples to such person or location as the representatives of Canada specifies.

### 6.8.3 SACC Manual Clauses

#### A3000C (2014-11-27), Aboriginal Business Certification

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

#### A3060C (2008-05-12), Canadian Content Certification

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause A3050T (2014-11-27).
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to 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 \_\_\_\_\_ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

### 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 (2018-06-21), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

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## **6.11 SACC Manual Clauses**

B1501C (2018-06-21), Electrical Equipment  
B4003T (2011-05-16), Canadian General Standards Board – Standards  
B6802C (2007-11-30), Government Property  
B7500C (2006-06-16), Excess Goods  
G1005C (2016-01-28), Insurance - No Specific Requirement

## **ANNEX A**

### **STATEMENT OF REQUIREMENT**

#### **1.0 BACKGROUND**

Statistics Canada implemented our first Workplace 2.0 installation at Head Quarters in Tunney's Pasture in 2012. At that time, The Modern Workplace was in its infancy and did not specifically recommend 'sit stands' or 'height adjustable surfaces' in workstations.

The Modern Workplace has evolved. As part of the GC Workplace Design Toolkit (developed by PWGSC), work surface-height power modules of adjustable height surfaces (sit stands) are recommended in workstations. This option creates a healthier, versatile, ergonomic workspace for employees.

Statistics Canada is purchasing the work surface-height power modules to install in existing Workplace 2.0 installations which currently have fixed surfaces. This will bring our older installations up to date in Workplace Modernization.

#### **2.0 SCOPE OF WORK**

The Department of Public Works and Government Services Canada (PWGSC), on behalf of Statistics Canada, has a requirement for the supply, and delivery of up to 1100 electronic sit/stand range height adjustable table bases. Installation and assembly of the table bases is not required for this project, as it will be handled in-house.

#### **3.0 GENERAL REQUIREMENTS**

All products must be new and be the manufacturer's standard product.

The Contractor is responsible for supplying all necessary hardware attachments to allow for a complete installation by the end user.

All packaging must be designed to minimize waste (e.g. bulk, reusable) and must be reused, recycled and/or recovered.

All products must meet CAN/CGSB-04.227-2008.

All products must meet ANSI/BIFMA X5.5-2008.

All products must meet ANSI/BIFMA e3-2011e Furniture Sustainability Standard, Minimum Level 1 or SCS-EC10.2-2007 Indoor Advantage Gold or Greenguard Gold.

#### **4.0 REFERENCES**

Canadian General Standards Board (CGSB)

American National Standards Institute (ANSI) / Business and International Furniture Manufacturers Association (BIFMA International)

Reference to the above publications, or test methods herein, is to the latest issue.

## 5.0 PERFORMANCE REQUIREMENTS

The finished products must be stable, uniform in quality, style, material and workmanship and be clean and free from defects that may affect appearance, serviceability or safety.

External surfaces must be smooth and all edges must be clean and well finished. All surfaces must be free from sharp edges, burrs and any other hazards to safety.

All components must be level and square.

## 6.0 TEST REQUIREMENTS

All ANSI/BIFMA and CAN/CGSB tests must be completed at an acceptable testing facility. An independent testing laboratory and/or a company owned laboratory are acceptable provided that the laboratory has been accredited by a nationally recognized body such as a Standards Council of Canada, A2LA (American Association for Laboratory Accreditation), or is listed on the Canadian General Standards Board (CGSB) Laboratory Acceptance program.

## 7.0 ACCEPTABLE PRODUCTS

Sit/Stand Range Height Adjustable Table Bases are as follows:

1. Tables bases must be electronic and have a minimum of three (3) memory settings.
2. The electrical controls must be certified to be compliant with CSA C22.2 No 203.
3. Table bases must have a minimum height range of 27" to 41" (+/- 1"), not including the table top.
4. Table bases must accommodate surfaces ranging from 610mm (24") to 762mm (30") deep and 1219mm (48") to 1829mm (72") long.
5. Tables bases must weigh a maximum of 70lbs and must have a maximum load capacity of 250lbs.
6. Table bases must be metal with cross bracing as required to assure strength and stability throughout the entire range of motion. Bases must be finished with a durable scratch resistant, heat cured powder coat paint. Cross bracing must not interfere with the installation and operation of mounting hardware e.g. keyboard/mouse trays.
7. The cross bracing must be made of steel construction; the legs must be constructed of high tolerance precision steel; and the feet must be constructed of 100% steel.

## 8.0 DELIVERY POINT

Goods must be delivered to the following location:

170 Tunney's Pasture Driveway  
Shipping/Receiving Jean-Talon Bldg. (B1W21)  
Parkdale Avenue Loading Dock  
Ottawa, Ontario, K1A 0T6

The unassembled bases are to be delivered to the loading dock. The packing material does not need to be removed from the loading dock area.

The Contractor is to advise the delivery schedule with the Project Authority at least 48 hours in advance of accessing the delivery destination.

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## **9.0 CANADA'S FACILITIES TO ACCOMMODATE THE DELIVERY**

Loading dock: Accommodate all vehicles (53' trailers, small vans etc.)

Lift: Scissor lifts to ground 10,000 lbs capacity

Door: 53'1" or 3.9 meters clearance

Freight Elevator: At Statistics Canada | 170 Tunney's Pasture Driveway, Ottawa ON K1A 0T6 (beside loading dock B1W18)

**ANNEX B**

**BASIS OF PAYMENT**

**Table 1 – Initial Contract Period**

**To be delivered on or before March 31, 2019**

**Exact delivery to be coordinated with the Project Authority *before* ordering products**

Item	Description	Proposed Item	Quantity	Firm Unit Price	Extended Total (Quantity x Firm Unit Price)
1	Sit/Stand Range Height Adjustable Table Bases	<i>[proposed model]</i>	200	\$	\$
2	Delivery	N/A	1	\$	\$
Total Price* (1+2)					\$

\*Applicable taxes extra.

**Table 2 – Option # 1**

***IF EXERCISED*, to be delivered on or before March 31, 2019**

**Exact delivery to be coordinated with the Project Authority *before* ordering products**

Item	Description	Proposed Item	Quantity	Firm Unit Price	Extended Total (Quantity x Firm Unit Price)
1	Sit/Stand Range Height Adjustable Table Bases	<i>[proposed model]</i>	100	\$	\$
2	Delivery	N/A	1	\$	\$
Total Price* (1+2)					\$

\*Applicable taxes extra.

**Table 3 – Option # 2**

**IF EXERCISED, to be delivered between April 1, 2019 and March 31, 2020**  
**Exact delivery to be coordinated with the Project Authority before ordering products**

Item	Description	Proposed Item	Quantity	Firm Unit Price	Extended Total (Quantity x Firm Unit Price)
1	Sit/Stand Range Height Adjustable Table Bases	<i>[proposed model]</i>	400	\$	\$
2	Delivery	N/A	1	\$	\$
Total Price* (1+2)					\$

\*Applicable taxes extra.

**Table 4 – Option # 3**

**IF EXERCISED, to be delivered between April 1, 2019 and March 31, 2020**  
**Exact delivery to be coordinated with the Project Authority before ordering products**

Item	Description	Proposed Item	Quantity	Firm Unit Price	Extended Total (Quantity x Firm Unit Price)
1	Sit/Stand Range Height Adjustable Table Bases	<i>[proposed model]</i>	400	\$	\$
2	Delivery	N/A	1	\$	\$
Total Price* (1+2)					\$

\*Applicable taxes extra.

**Table 5 – Bid Evaluation and Contract Total**

Table 1 – Total Price	\$
Table 2 – Total Price	\$
Table 3 – Total Price	\$
Table 4 – Total Price	\$
Total Evaluated Price* (Sum of Total Prices)	\$

\* "Total Evaluated Price" will become "Contract Price" at contract award. Applicable taxes extra.

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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).