



TABLE OF CONTENTS

PART 1 - INFORMATION AND INSTRUCTIONS

1. Security
2. Statement of Work
3. Standard Instructions, Clauses and Conditions
4. Submission of Bids
5. Mandatory Certifications Precedent to Contract Award
6. Enquiries – Bid Solicitation
7. Evaluation Procedures
8. Applicable Laws
9. Debriefings

PART 2 - RESULTING CONTRACT CLAUSES

1. Applicable Laws
2. Priority of Documents
3. Statement of Work
4. Standard Clauses and Conditions
5. Security Requirement
6. Period of Contract
7. Authorities
8. Basis of Payment
9. Method of Payment
10. Invoice Submission
11. Foreign Nationals (Canadian Contractor)
12. Proactive disclosure of Contracts with Former Public Servants
13. Certifications
14. Insurance Requirements

List of Annexes:

- | | |
|-----------|---------------------|
| Annex "A" | Statement of Work |
| Annex "B" | Evaluation Criteria |
| Annex "C" | Picture Example |



TITLE: Purchase and Delivery of 102 credenzas in Moncton, New Brunswick

PART 1 - INFORMATION AND INSTRUCTIONS

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Statement of Work

See Annex "A".

3. 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 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the exception of the following:

1. Replace references to 'Public Works and Government Services Canada' with 'Employment and Social Development Canada';
2. Delete Section 02, Procurement Business Number, in its entirety;
3. Revise Subsection 2d. of Section 05, Submission of Bids, to read:
"send its bid only to the e-mail address specified on Page 1".
4. Subsection 5.4 of Section 05 is amended as follows:
Delete: sixty (60) days
Insert: ninety calendar (90) days
5. Delete Subsections 1a. and 1b. of Section 12, Rejection of Bid, in their entirety.
6. Delete Subsection 2. of Section 20, Further Information, in its entirety.



4. Submission of Bids

Bids must be received at the email address nc-solicitations-gd@hrsdc-rhdcc.gc.ca, by the time and date indicated on the cover page of this RFP document.

It is the Bidders responsibility to ensure their proposal and all associated documents are received in full and on time. It is advised that Bidders send the proposal in advance of the closing time to ensure confirmation of receipt. Bidders should ensure e-mails do not exceed 13MB to avoid problems with transmission.

Canada requests that bidders provide their full company name and address, e-mail address, as well as contact name, and telephone number.

Canada requests that bidders provide their bid in separately bound sections, in two separate envelopes, when submitted in hard copy, and in two separate files, when in soft copy, as follows:

Section I: Technical Bid (1 soft copy via e-mail),

Section II: Financial Bid (1 soft copy via e-mail),

Section III: Certifications (1 soft copy via e-mail),

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

5. Mandatory Certifications Required Precedent to Contract Award

The certification(s) listed below should be completed and submitted with the bid but may be submitted afterwards. If any of the(se) required certification(s) is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

5.1 Declaration of Convicted Offences

If requested by the Contracting Authority, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).



Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2 Former Public Servant Certification

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
- e. "lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.
- f. "pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder* a FPS in receipt of a pension? **Yes () No ()**

* Bidder (For greater clarity, the "Bidder" means the vendor legal entity (e.g. not a resource of the vendor legal entity).

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).



Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

6. Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than 3 calendar days before the bid closing date. Enquiries received after that time may not be answered.

7. Evaluation Procedures

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria specified below:

7.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation. All mandatory technical criteria are identified specifically with the words "shall", "must", or "will".

Mandatory evaluation criteria are included in Annex "B".

7.2 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.

The financial bid MUST submit prices as requested in the Pricing Schedule at **ATTACHMENT 1 TO PART 1**. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, must be shown separately, if applicable.



7.3 Basis of Selection

Lowest evaluated price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory and financial criteria;
2. Bids not meeting (a) or (b) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

8. 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.

9. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



ATTACHMENT 1 TO PART 1

Pricing Schedule

The bidder must complete this pricing schedule and include it in its Financial Bid.

Any estimated level of services specified in this pricing schedule is provided for bid evaluation price determination purposes only. Levels of efforts are provided as estimates only, and must not be construed as a commitment by ESDC to respect those estimates in any resulting contract.

The Contractor will be paid in accordance with the following deliverables:

DELIVERABLES	FIRM LOT PRICE
102 Credenzas (see specifications under Annex A - 4.0 Scope)	\$
Delivery (all other related costs included)	\$
TOTAL BID EVALUATION PRICE (Customs duties are included and Applicable Taxes are extra)	\$



PART 2 - RESULTING CONTRACT CLAUSES

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

1. Applicable Laws
2. Priority of Documents
3. Statement of Work
4. Standard Clauses and Conditions
5. Security Requirement
6. Term of Contract
7. Authorities
8. Payment
9. Method of Payment
10. Invoice Submission
11. Foreign Nationals (Canadian Contractor);
12. Proactive Disclosure of Contracts with Former Public Servants
13. Certifications
14. Insurance Requirements

List of Annexes:

Annex "A" Statement of Work

1. Applicable Laws

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

2. 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 2029 - Goods or Services (Low Dollar Value (2016-04-04));
- (c) Annex "A", Statement of Work;
- (d) the Contractor's bid dated _____,

3. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

4. 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.



Whenever 'Public Works and Government Services Canada' appears in any of the standard clauses or the General or Supplemental Conditions replace with "Employment and Social Development Canada".

4.1 General Conditions

2029 (2015-07-03) General Conditions - Goods or Services (Low Dollar Value), apply to and form part of the Contract, with the following exceptions:

- 4.1.1 Delete reference to 'Client Reference Number (CRN)' and 'Procurement Business Number (PBN)' from Section 06, sub-section 2.a
- 4.1.2 Delete sub-sections 08
- 4.1.3 Delete sub-sections 09
- 4.1.4 Delete sub-sections 10

5. Security Requirement

There is no security requirement associated with the requirement.

6. Period of the Contract

The period of the Contract is from _____ to July 19, 2019 inclusive

7. Authorities

7.1 Contracting Authority **(to be provided at award)**

The Contracting Authority for the Contract is:

Name:

Title:

Employment and Social Development Canada

Procurement and Contracting

Address: 140 Promenade du portage, Gatineau, QC K1A-0J9

Telephone:

Facsimile:

E-mail address:

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.

7.2 Project Authority **(to be provided at award)**

The Project Authority for the Contract is:

Name:

Title:

Organization:

Address:



Telephone:
Facsimile:
E-mail address:

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

7.3 Contractor's Representative **(to be provided at award)**

The Contractor's Representative for the Contract is:

Name:
Title:
Organization:
Address:

Telephone:
Facsimile:
E-mail address:

8. Payment

8.1 Basis of Payment – Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price" of \$ _____. 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.

9. Method of Payment

9.1 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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.



10. Invoice Submission

1. Invoices must be submitted in the Contractor's name, either by mail to the address on the cover page or by e-mail to the Project Authority (see article 7.2). The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Procurement Business Number (PBN), if applicable, and financial code(s);
 - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - c. deduction for holdback, if applicable;
 - d. the extension of the totals, if applicable; and
 - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

10.1. T1204 Information Reporting by Contractor

1. Pursuant to paragraph 221 (1)(d) of the [Income Tax Act](#), R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

11. Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

12. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental



websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada

13. Certifications

13.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

14. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "A", Statement of Work. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



ANNEX "A"

STATEMENT OF WORK

1.0 Title

Purchase and Delivery of 102 credenzas in Moncton, New Brunswick

2.0 Objective

In support with the customization of Employment and Social Development Interior Designed Standards, Employment and Social Development Canada (ESDC) requires 102 credenzas for the Moncton GOCB (Government of Canada Building).

3.0 Background

The Moncton Management Centre is undergoing an office re-fit in accordance with the Employment and Social Development Interior Designed Standards.

4.0. Scope

ESDC requires supply and delivery of 102 credenzas to the ESDC Regional Warehouse, 310 Baig Blvd, Moncton NB. Delivery of the 102 credenzas must be completed by July 19, 2019.

Specification of the credenzas are as follows:

- Credenzas must have both file storage and open binder storage (44 open compartment Left side and 58 open compartment right side)
- High pressure laminate
- The semi *exposed* parts must be finishes in high-pressure to complement the exterior finishes
- 2 box/file drawers w/pulls (top drawer being a pencil drawer). All drawers must be fixed front and hanging-file bars and legal-to-letter conversion bars. The drawers must be slotted to receive dividers.
- Lock and keys
- All associated hardware
- Height adjustable shelf
- Height to be 21" (+/- 2")
- Length to be 48".
- Depth to be 19" (+/- 2")
- Must have four (4) legs or levelling glides
- Credenzas must provide access to power and data through grommets at the back.
- Fitted seat cushion (all new material)
- Colors and material of cushion to be determined upon contract award



5.0 Supplier Responsibilities and Tasks

The supplier is responsible to provide the 102 credenzas according to specifications and deliver them to ESDC Regional Warehouse, 310 Baig Blvd, Moncton NB no later than July 19, 2019.

Additionally to producing and delivering the credenzas, the supplier must assign a sole representative to liaise with the Project Authority.

The identified Supplier Representative will be responsible for the following:

- Advise the Project Authority 24 hours before the delivery
- To track and address component deliveries, deficiencies and acceptance
- The named Contractor's Representative must be available to address issues relating to warranty.
- Coordinate delivery with the Project Authority.
- Inspect product for damage with Project Authority and Technical Authority.

6.0 Product Standards

Furniture specification shall meet or exceed minimum standards and guidelines of, including but not limited to the following governing bodies:

- Canadian Standards Association
- Businesses and International Furniture Manufacturer's Association (ANSI/BIFMA X 5.9-2019 Storage Units)

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

7.0 Delivery

Components must be delivered to ESDC Regional Warehouse with a packing slip containing the following information:

- Delivery Date
- Contract Title and Number
- Suppliers Name and Address Identification
- Provide total quantity of item(s) delivered; and
- Provide total quantity of items delivered to date versus remaining quantities to be delivered (if applicable).

The delivery location loading dock can only accept a straight delivery truck due to space limitations.

8.0 Inspection, Acceptance and Deficiency Procedures

The Project Authority and Technical Authority will inspect all products arriving on-site.

For all outstanding deficiencies, the Supplier must submit a deficiency rectification plan with delivery dates and completion dates, within five (5) business days from receipt of the inspection report. The deficiency rectification plan will be reviewed and approved by the Project Authority.



ANNEX "B"

Evaluation Criteria

Mandatory Financial Criteria			
Requirement Number	Description (s)	Page N°	Met / Not Met
F-01	The bid from the Contractor MUST not exceed the maximum budget allocated of \$51,000.00 (taxes not included, all other related costs included).		

Mandatory Criteria's			
Requirement Number	Description (s)	Page N°	Met / Not Met
M-01	The Contractor MUST provide a sample of laminate before the bid closing.		
M-02	The suggested product MUST be approved under the Businesses and International Furniture Manufacturer's Association. The Contractor MUST provide proof of the certification.		
M-03	The Contractor MUST provide 3 project references. These references may be contacted.		



ANNEX "C"

PICTURE EXAMPLE

