



**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

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

Title - Sujet 42 Lockers 330 Sparks		
Solicitation No. - N° de l'invitation T8082-190217/A	Date 2019-10-10	
Client Reference No. - N° de référence du client T8082-190217		
GETS Reference No. - N° de référence de SEAG PW-\$\$\$PQ-998-77859		
File No. - N° de dossier pq998.T8082-190217	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-11-20		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Bouvier, Patrick		Buyer Id - Id de l'acheteur pq998
Telephone No. - N° de téléphone (819) 360-2596 ()	FAX No. - N° de FAX () -	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF TRANSPORT FACILITY MANAGEMENT GROUND FLOOR TOWER C 330 SPARKS ST., PALCE DE VILLE OTTAWA Ontario K1A0N5 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

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PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement applicable to the Contract.

1.2 Requirement

The requirement is detailed under [Annex A – Requirement](#).

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is subject to the provisions of the [World Trade Organization Agreement on Government Procurement \(WTO-AGP\)](#), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.5 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](#) (2019-03-04) 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: 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.

Bid Receiving - PWGSC

Place du Portage, Phase III, Tower B, 0B2
11 Laurier Street
Gatineau, Quebec
For couriers: J8X 4A6
For regular mail: K1A 0S5

Telephone: 819-420-7201
Fax No.: 819-997-9776

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will be accepted.

[No proposal shall be sent directly to the PWGSC Contracting Authority.](#)

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than [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 [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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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 (1 hard copies and/or 1 soft copy)

Section II: Financial Bid (1 hard copies and/or 1 soft copy)

Section III: Certifications (1 hard copy and/or 1 soft copy on)

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

- 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.

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

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 Annex B - 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 2](#) Electronic Payment Instruments, to identify which ones are accepted.

If [Annex 2](#) Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria (See Annex 4)

Item	Criteria
MTC1.1	The Bidder must certify that all the products offered at Annex B – Basis of Payment conform to the specifications detailed in Annex A – Requirement.
MTC1.2	The Bidder must submit a product sheet that includes, as a minimum, the dimensions (length, width, height) for the item being proposed at Annex A – Requirement

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price – Bid

4.2 Basis of Selection

SACC Manual Clause [A0069T](#) (2007-05-25) - Basis of Selection

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 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 the "Requirement" at Annex A.

Bidder'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. ([Annex 1](#))

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](#)

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File No. - N° du dossier
pq998.T8082-190217

Buyer ID - Id de l'acheteur
pq998
CCC No./N° CCC - FMS No./N° VME

Development Canada (ESDC) - Labour's 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide the items detailed under Annex A – 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 entitled Warranty of general conditions 2010A is amended as follows:

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.

Section 09 entitled Warranty of general conditions 2010A is amended by deleting subsection 2 in its entirety and replacing it with the following:

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 Period of the Contract

The period of the Contract is from [date of Contract](#) to [March 31, 2020](#) inclusive.

6.4.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A - Requirement of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.4.3 Delivery and Installation Date

All the deliverables must be received in accordance to the table below.

Location	Transport Canada Place de Ville, Tower C 330 Sparks Street Ottawa, ON K1A 0N8
Floor	Ground Floor 16 lockers installed on Low-Rise side 26 lockers installed on High-Rise side
Contact 1	Patrick Tondreau
Telephone	613-219-1193
Email	Patrick.Tondreau@tc.gc.ca
Contact 2	Kayla Adamitz
Telephone	343-543-7537
Email	Kayla.Adamitz@tc.gc.ca

ITEM	DESCRIPTION	DUE DATE
1	Contractor to send selection of all finishes for lockers.	Within 2 working days after contract award
2	Supply, delivery and installation of 42 fully functional freestanding lockers.	On or before January 17, 2020 during regular working hours
3	Installation completed.	On or before January 17, 2020

6.4.3.1 Canada's Facilities to Accommodate the Delivery

The Supplier's employees and subcontractors requiring access to the site must adhere to the health and safety plans established for the site, in addition to any laws in effect in the jurisdiction where the work is being performed.

During the period of the contract, a representative of Canada or a service provider(s) under contract with the Government of Canada may request the list of employees and subcontractors requiring access to the site to perform the work and their security statuses. Information must be provided in the timeframe prescribed in order to ensure that the supply, delivery and installation of the furniture aligns with the master schedule.

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File No. - N° du dossier
pq998.T8082-190217

Buyer ID - Id de l'acheteur
pq998
CCC No./N° CCC - FMS No./N° VME

Loading Dock/Location		
A	Location	Transport Canada Place de Ville, Tower C 330 Sparks Street Ottawa, ON K1A 0N8
B	Dock	Access to the loading dock is on Queen Street between Kent and Lyon Street. Max load: N/A Max height: 12ft 8in Max length: N/A Max spaces: one (1)
C	Lift	None.
D	Door	Max height 12ft 10in
E	Freight Elevator	One elevator for Tower access and for commercial levels.
F	Other	None.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Patrick Bouvier
Supply Officer
Public Services and Procurement Canada (PSPC)
Acquisitions Branch
Commercial and Consumer Products Directorate
140 O'Connor Street, 7th floor
L'Esplanade Laurier, East Tower
Ottawa, Ontario, K1A 0R5

819-360-2596
patrick.bouvier@pwgsc-tpsgc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is:

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.

6.5.3 Contractor's Representative

General enquiries

Name: _____

Tel. No. _____ ext: _____

E-mail address: _____

Delivery Follow-up

Name: _____

Tel. No. _____ ext: _____

E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in [Annex B – Basis of Payment](#), for a cost of \$_____ (*to be filled in only 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 Limitation of Price

SACC *Manual* clause [C6000C](#) (2017-08-17) Limitation of Price

6.6.3 Multiple Payments

SACC *Manual* clause H1001C (2008-05-12), Multiple Payments

6.6.4 Electronic Payment of Invoices – Contract

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

- a. [Visa Acquisition Card](#);
- b. [MasterCard Acquisition Card](#);
- c. [Direct Deposit \(Domestic and International\)](#);
- d. [Electronic Data Interchange \(EDI\)](#);
- e. [Wire Transfer \(International Only\)](#)

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. The contractor is requested to provide invoices in electronic format to the Contracting Authority and Procurement Authority unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
3. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - c. To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.

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. 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 Federal Contractors Program for Employment Equity - Default by the Contractor

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

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in [Ontario](#).

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

6.11 SACC Manual Clauses

A9068C (2010-01-11) Government Site Regulations;
B7500C (2006-06-16) Excess Goods;
G1005C (2016-01-28) Insurance - No Specific Requirement.

6.12 Shipping Instructions

Goods must be consigned to the destination specified in the Contract and delivered:
Delivered Duty Paid (DDP), [Ottawa, Ontario](#), Incoterms® 2010 for shipments from a commercial contractor.

6.13 Installation Services

Installation services must be provided for the products contracted. The minimum level of service required is detailed below. The Contractor must:

1. Receive, unload, store and transport all products/pieces to the staging and/or installation site;
2. Unpack all pieces and inspect products for shipping damage;
3. Install all products in accordance with the manufacturer's specifications;
4. Ensure all other products function properly and make minor adjustment/repairs;
5. Touch up all minor nicks and scratches on the product that may have occurred during installation;
6. Clean the products once installed;
7. Clean up the installation site. The site must present a neat, orderly and workmanlike appearance at all times. All packaging must be removed on site by the Contractor after installation and/or delivery; and
8. Upon completion of the installation and at the convenience of the Project Authority, the Contractor (or his authorized representative) must walk through the installation site with the Project Authority (or an authorized representative of the Project Authority) to verify the operation condition of all products in accordance with the Deficiency Procedures.

6.14 Post installation Procedures

The Contractor must adhere to the following Post installation procedures:

1. The Contractor must notify the Project Authority when the installation is completed;
2. The Project Authority must arrange for the inspection with the Contractor;
3. The inspection must take place no later than three business days after installation is completed;
4. If the contract is for a phased installation, the walk-through inspection must take place no later than three business days after the completion of each phase.

6.15 Deficiency Procedures

The Contractor must adhere to the following deficiency procedures:

1. The Contractor must notify the Project Authority when the installation is completed;
2. The Project Authority must arrange for the inspection with the Contractor;
3. The inspection must take place no later than three business days after installation is completed;
4. If the contract is for a phased installation, the walk-through inspection must take place no later than three business days after the completion of each phase;
5. The Project Authority, in consultation with the Contractor, must prepare the deficiency list documenting all problems in every installation area;
6. The deficiency list must be forwarded by the Project Authority to the Contractor;
7. Within three business days of receipt of this deficiency list, the Contractor must complete all minor deficiencies and make all adjustments not requiring new parts;
8. For all deficiencies other than those identified in point 7, the Contractor must submit the plan of action with delivery dates or comparison dates within fourteen calendar days from receipt of the deficiency list from the Project Authority and;
9. The Contractor must notify the Project Authority when all deficiencies have been completed. If the Project Authority is satisfied with the deficiency corrections, the Project Authority must provide the Contractor a final sign-off that the deficiencies have been satisfied.

ANNEX A – REQUIREMENT

1. REQUIREMENT

The Department of Transport Canada (TC) is creating a new Government of Canada Workplace at 330 Sparks Street, in downtown Ottawa. As a result TC has a requirement for the supply, delivery, and installation of freestanding lockers. The space is new and will not be occupied at the time of installation.

2. SCOPE

The Contractor must supply, deliver and install 42 fully functional freestanding lockers in accordance with the specifications of Annex A. The contractor is responsible for supplying all necessary accessories including but not limited to, anchoring hardware and other hardware support. A floor plan will be supplied detailing the installation environment at contract award and all products must be new.

3. GENERAL REQUIREMENTS

3.1 General Quality of Workmanship: The assembled components must be uniform in quality, style, material and workmanship and must be clean and free from any defects that may affect appearance, serviceability, and safety. Metal edges, corners and parts with which the user is intended to come in contact, must have rounded corners or be covered with protective caps. Lubricated parts must be protected against accidental contact with the user, the user's clothes or documents.

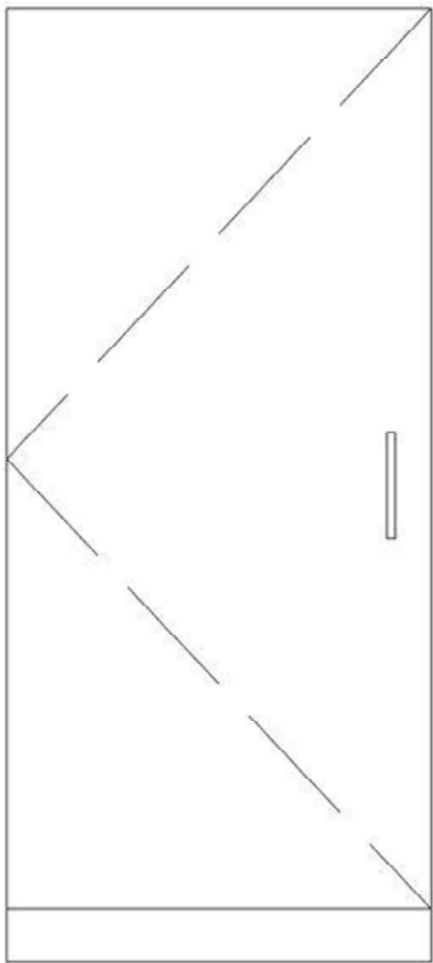
3.2 Welds: All welds must be structurally sound, free from cracks and surface voids. They must be clean, smooth and uniform in appearance and free from scale, flux, trapped foreign matter or any other inclusions that may be detrimental to the application of the primer or final finish.

3.3 Safety: Fixed, moveable or adjustable parts must be constructed so that they cannot unintentionally become loose, dislodged or cause personal injury.

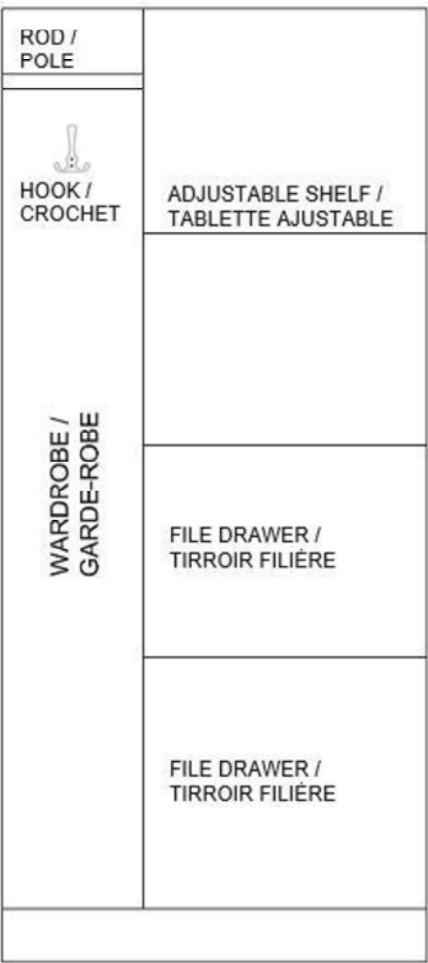
4. PRODUCT SPECIFICATION

4.1 Description: Each freestanding locker unit must be ganged together with three types of internal compartments; one wardrobe compartment (full height), one shelf compartment (½ height) over one file drawer compartment (½ height). The wardrobe compartment must have, at the top, one hanging rod for coat hangers with 1 coat hook mounted slightly lower on the back panel of the locker. The shelf compartment must have one adjustable shelf. The file drawer compartment must have 2 file drawers. Each locker unit must have a digital keyless lock and handle, and be hinged on the left side of the locker. A master key and code (if applicable) must be supplied for all lockers.

See locker drawing / diagram below:



EXTERIOR /
EXTÉRIEUR



INTERIOR /
INTÉRIEUR

4.2 Dimensions

4.2.1 Each locker unit's exterior dimensions must be 610mm (24 inch) wide \pm 12mm ($\frac{1}{2}$ inch) x 610mm (24 inch) deep \pm 12mm ($\frac{1}{2}$ inch) x 1372mm (54 inch) high \pm 12mm ($\frac{1}{2}$ inch).

4.2.2 The wardrobe compartment must be 195mm (7 $\frac{3}{4}$ inch) wide \pm 12mm ($\frac{1}{2}$ inch) and have one hanging rod with 1 coat hook mounted slightly lower on the back panel of the locker.

4.2.3 The shelf and file drawer compartments must be approx. 360mm (14 $\frac{1}{4}$ inch) wide \pm 12mm ($\frac{1}{2}$ inch) The shelf compartment must be 685mm (27 inch) high \pm 12mm ($\frac{1}{2}$ inch) and have one adjustable shelf, adjustable at 50mm (2 inch) increments. The file drawer compartment must be approx. 685mm (27 inch) high \pm 12mm ($\frac{1}{2}$ inch) in total.

4.3 Finishes and Details

4.3.1 The exterior, interior components and shelves for each locker unit must be made of metal.

4.3.2 Each locker unit must have adjustable glides that provide a 38mm (1 ½ inch) adjustment range. Lockers must gang to one another with ganging clips or fasteners and be levelled.

4.3.3 Each locker unit must have a digital keyless lock and come with a master key for all lockers.

4.3.4 Each locker unit must have a pull. More than one pull option must be given at time of finish selection.

5. INSTALLATION REQUIREMENTS

The Contractor's responsibilities, with regards to the installation include, but are not limited to, the following tasks:

- a. Receive, unload, and transport all products and pieces to the staging and/or installation site;
- b. Unpack all pieces and inspect each piece for shipping damage. Report any damage immediately to the Project Authority (PA).
- c. Install all products in accordance with the manufacturer's specifications and the floor plan provided on site.
- d. On-site installation must be completed by fully trained and certified installers. When requested by the PA, the Contractor must provide documentation to verify their certification.
- e. Ensure all products function properly and make minor adjustment and repairs as necessary at time of installation.
- f. Clean up the installation site. The site must present a neat, orderly and workmanlike appearance at all times. This must be accomplished by the removal of scrap material, including all packing material debris, as frequently as is necessary, using a dumpster arranged for by the Contractor.
- g. Touch up all nicks and scratches that may have occurred during installation.
- h. Upon completion of the installation and at the convenience of the PA, the Contractor (or authorized representative) must walk through the installation area with the PA (or authorized representative) to verify the operating condition of all products in accordance with the Deficiency Procedures.

6. STAFF / PERSONEL

Vendor employees will be escorted while in the space.

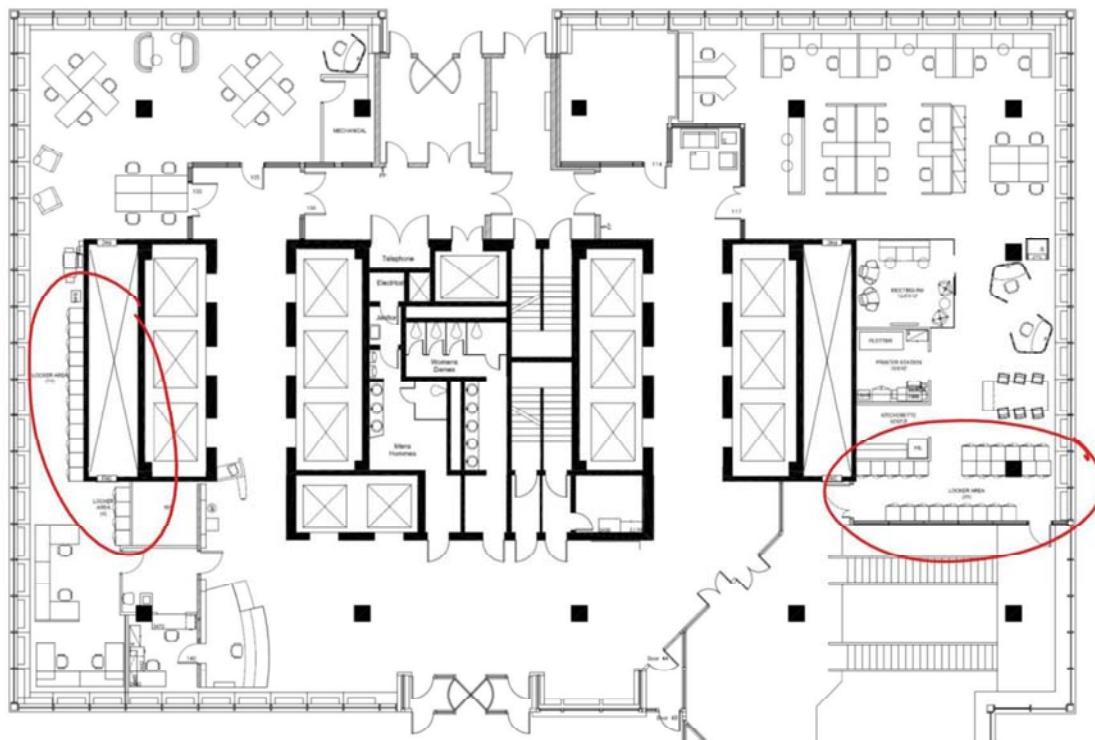
ANNEX B – BASIS OF PAYMENT

The Bidder must provide all of the pricing requested in the following Table in accordance with **Article 6.6.1 - Basis of Payment.**

Table 1: Bid Pricing

Item	Quantity	Description	Firm Unit Price	Extended Price (Quantity x Firm Unit Price)
1	42	Freestanding lockers units in accordance to Annex A	\$	\$
2	1	Delivery Charges	\$	\$
3	1	Installation Charges	\$	\$
		Total Bid Price (before tax)	\$	\$

ANNEX C – FLOOR PLAN



Solicitation No. - N° de l'invitation
T8082-190217/A
Client Ref. No. - N° de réf. du client
T8082-19-0217

Amd. No. - N° de la modif.
File No. - N° du dossier
pq998.T8082-190217

Buyer ID - Id de l'acheteur
pq998
CCC No./N° CCC - FMS No./N° VME

ANNEX 1 to PART 5 OF THE BID SOLICITATION

COMPLETE LIST OF DIRECTORS

Name	Position

Solicitation No. - N° de l'invitation
T8082-190217/A
Client Ref. No. - N° de réf. du client
T8082-19-0217

Amd. No. - N° de la modif.
File No. - N° du dossier
pq998.T8082-190217

Buyer ID - Id de l'acheteur
pq998
CCC No./N° CCC - FMS No./N° VME

ANNEX 2 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)

ANNEX 3 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).

ANNEX 4 - Substantiation of Technical Compliance Form

Table 1: Mandatory Technical Criteria

Item	Criteria	Method of Substantiation	Met/ Not met	Bidder Substantiation and Reference included in Bid
MTC 1.1	The Bidder must certify that all the products offered at Annex B – Basis of Payment conform to the specifications detailed in Annex A – Requirement.	To demonstrate MTC 1.1, the Bidder must sign and date the Product Conformance certification clause in accordance with Part 5 – Certifications of this solicitation.		
MTC 1.2	The Bidder must submit a product sheet that includes, as a minimum, the dimensions (length, width, height) for the item being proposed at Annex A – Requirement.	To demonstrate compliance with MTC1.2, the bidder must submit a drawing and/or picture in hard copy of the proposed product that includes as a minimum: i) length; ii) depth and iii) height range.		

Table 2 – Additional information required in bid submission

Item	Criteria	Bidder response
1	Indicate manufacturing time of product	
2	Indicate delivery time of product	