

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 a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

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 7e étage,
140 O'Connor, Street,
140 O'Connor, rue O'Connor,
Ottawa
Ontario
K1A 0R5

Title - Sujet Height-adjustable desk risers	
Solicitation No. - N° de l'invitation 08127-180650/D	Date 2021-03-12
Client Reference No. - N° de référence du client 20180650	GETS Ref. No. - N° de réf. de SEAG PW-\$\$PQ-999-79849
File No. - N° de dossier pq999.08127-180650	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-04-26 Heure Normale du l'Est HNE	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: MacCuaig, Shannon	Buyer Id - Id de l'acheteur pq999
Telephone No. - N° de téléphone (613)697-0956 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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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N° de l'invitation - Solicitation No.

08127-180650/D

N° de réf. du client - Client Ref. No.

08127-180650

N° de la modif - Amd. No.

File No. - N° du dossier

pq999.08127-180650

Buyer ID - Id de l'acheteur

pq999

CCC No./N° CCC - FMS No/N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses: |
| | 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Requirement, the Basis of Payment and the Standing Offer Reporting.

1.2 Summary

1.2.1 Requirement

The Department of Foreign Affairs and Trade Development Canada (DFATD) has a requirement for the supply of height adjustable desk risers, and their delivery to Boyd's Moving and Storage, 1255 Humber Place, Door 2A, Ottawa, Ontario K1B 3W2 and/or L.B. Pearson Bld. 125 Sussex Drive, Ottawa, Ontario, K1A 0G2. If and when requests arise through call-up process, the Contractor must reply within 24 hours and the order of height adjustable desk risers must be delivered within 3-6 weeks after the order confirmation.

The period of the resulting Standing Offer will be from date of issue to 3 years later.

1.2.2 Epost Connect

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 6.13 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The **2006** (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of **2006**, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one-hundred and twenty (120) days

2.1.1 SACC Manual Clauses

M1004T (2016-01-28), Condition of Material

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada Bid Receiving Unit by the date, time and place indicated on the cover page of the RFSO.

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

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

Note: Offers 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 **2006**, or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 questions or may request that Offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer

Section II: Financial Offer

Section III: Certifications

If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copy and 1 soft copy on CD, DVD or USB key)

Section II: Financial Offer (1 hard copy and 1 soft copy on CD, DVD or USB key)

Section III: Certifications (1 hard copy and 1 soft copy on CD, DVD or USB key)

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 Offeror is simultaneously providing copies of its offer 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 offer only. No prices must be indicated in any other section of the offer.

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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, Offerors 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 Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Form 1 - Electronic Payment Instruments, to identify which ones are accepted.

If Form 1 - 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

M0019T (2007-05-25) Firm Price and/or Rates

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

All offers submitted shall be completed in full and provide all of the information requested in the Request for Standing Offer (RFSO) package to enable a full and complete evaluation. If the requirement is not addressed in the Offeror's offer, the offer will be considered incomplete or non-responsive and will be rejected. The onus is on the Offeror to provide all the information necessary to ensure a complete and accurate assessment.

4.1.1.1 Mandatory Technical Evaluation Criteria

Item	Criteria	Method of Substantiation
1	<p>The Bidder must demonstrate that the proposed unit is a freestanding single tier Sit/Stand Desk-Riser with a flat work surface that must be able to accommodate a laptop, single monitor screen and/or dual monitor screen configuration.</p> <p>The proposed unit may be offered in either one or two models to provide a single and dual monitor screen configuration options. However, if providing two models, the overall look of each must look identical in style, shape and finish.</p>	The Bidder must substantiate this by providing product data sheet(s) indicating the product details and abilities.
2	<p>The Bidder must demonstrate that the unit provides an uninterrupted flat work surface, with a width of 32 inches (813 mm), and depth of 20 inches (508 mm), with an acceptable tolerance of +/- 2 inches (51 mm).</p> <p>The unit must have a maximum overall width of 32 inches (813 mm) and maximum overall depth of 30 inches (762 mm).</p>	The Bidder must substantiate this by providing a plan view and 3D drawing showing dimensions of the proposed Desk Riser configurations.
3	The Bidder must demonstrate that the unit includes integrated monitor arm connector(s) that must accommodate both a single monitor screen and/or a dual monitor screen in vertical, horizontal or a combination of both mountings and at a minimum of a 17-inch (432 mm) screen size for each monitor arm connector.	The Bidder must substantiate this by providing product data sheet(s) of the proposed product(s) that demonstrate that the monitor arms are integrated and can accommodate single and dual screens of a minimum of 17-inch (432 mm) screen size in vertical, horizontal or a combination of both mountings.
4	The Bidder must demonstrate that the unit load capacity is a minimum of 30lbs (13.6kg) to support a wide range of monitor screen(s) sizes or models.	The Bidder must substantiate this by providing product data sheet(s) indicating the product details and abilities.
5	The Bidder must demonstrate that the unit raises	To demonstrate compliance, the Bidder must

	a minimum of 17 inches (432 mm) from the standard work surface height.	submit a plan view and 3D drawing of the product that demonstrates that the unit raises a minimum of 17 inches (432 mm).
6	The Bidder must demonstrate that the rising and lowering of the unit is non-electrical.	The Bidder must substantiate this by providing product data sheet(s) indicating the product details and abilities.
7	The Bidder must demonstrate that adjusting the height is performed with an integrated counterbalance and/or pneumatic mechanism and that both the platform and monitors adjust simultaneously together.	The Bidder must substantiate this by providing product data sheet(s) indicating the product details and abilities.
8	The Bidder must demonstrate that the unit features a freestanding base, which rests on top of the existing surface. The Bidder must ensure no holes or alterations are to be made to the work surface to attach the unit.	The Bidder must substantiate this by providing a product installation manual indicating the product details and identifying whether alterations must be made to the existing work surface or if it is a true freestanding unit.
9	The Bidder must demonstrate that each unit ships complete in a single carton with a clear instruction manual with all necessary parts, screws and tools for the installation.	The Bidder must substantiate this by providing a product installation manual indicating the product details and identifying all tools required, by PDF format and video instructions.
10	The Bidder must demonstrate that the proposed desk riser model(s) are commercially available, off-the-shelf products.	The Bidder must substantiate this by providing the pages of the catalogue/price list that show the model(s) or model number(s) being proposed.
11	The Bidder must demonstrate that the proposed desk riser model(s) conform to: 1) UL 962: The Standard for Safety for Household and Commercial Furnishings; 2) ANSI/BIFMA M7.1-2011 (R2016): Standard Test Method for Determining VOC Emissions From Office Furniture.	The Bidder must substantiate this by providing copies of valid certificates.

4.1.2 Financial Evaluation

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price-Bid

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

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 website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Product Conformance

The Offeror certifies that all the products offered conform, and will continue to conform throughout the duration of the Standing Offer, to all specifications of the "Requirement" at Annex A.

Offeror's Signature

Date

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer 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 property agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror 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 - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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-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 an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A.

6.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex C. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

Quarterly periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31;
4th quarter: January 1 to March 31.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from date of award to 3 years later inclusive. [\[Actual dates will appear in the resulting Standing Offer.\]](#)

6.4.2 Delivery Points

Delivery of the requirement will be made to the following delivery points:

Primary Delivery Address:

Boyd's Moving and Storage
1255 Humber Place, Door 2A
Ottawa, Ontario K1B 3W2

Secondary Delivery Address:

Department of Foreign Affairs and Trade Development Canada (DFATD)
L.B. Pearson Bld.
125 Sussex Drive,
Ottawa, Ontario K1A 0G2

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Shannon MacCuaig
Title: Supply Specialist

Public Works and Government Services Canada
Commercial Consumer Products Directorate
140 O'Connor Street, 7th floor
L'Esplanade Laurier (LEL), East Tower
Ottawa, Ontario, K1A 0R5

Telephone: 613-697-0956
E-mail address: shannon.maccuaig@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2 Project Authority *(to be filled in only at Standing Offer issuance)*

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

6.5.3 Offeror's Representative (*Offeror to fill in*)

The telephone number of the person responsible for:

General enquiries

Name: _____

Telephone No. _____

E-mail address: _____

Delivery Follow-up

Name: _____

Telephone No. _____

E-mail address: _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: The Department of Foreign Affairs and Trade Development Canada (DFATD) and Public Works and Government Services Canada (PWGSC).

6.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.8 Client Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

All requirements exceeding \$400,000.00 (Applicable Taxes included) will be forwarded to PWGSC for authorization.

6.9 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005, General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A, General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated _____ (*insert date of offer*).

6.10 Certifications and Additional Information

6.10.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

6.10.2 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.

6.11 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

6.12 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

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Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

6.1 Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010A (2020-05-28), 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.

Section 16 - Interest on Overdue Accounts, of 2010A will not apply to payments made by credit cards.

6.2.1.2 The following is added as Section 32 of General Conditions 2010A:

32. Conduct of the Work

1. The Offeror represents and warrants that:
 - a. it is competent to perform the Work;
 - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Offeror must:
 - a. perform the Work diligently and efficiently;
 - b. supply everything necessary to perform the Work;

- c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Standing Offer; and
- d. ensure that the Work is of proper quality, using appropriate material and workmanship and meets all the requirements of the Standing Offer.

6.2.1.3 The following is added as Section 33 of General Conditions 2010A:

33. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

6.3 Term of Contract

6.3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

6.3.2 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

6.4 Payment

6.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit prices, as specified in Annex B - Basis of Payment. 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 Standing Offer Authority before their incorporation into the Work.

6.4.2 Method of Payment

H1001C

Multiple Payment

2008-05-12

6.4.3 Electronic Payment of Invoices – Call-up (Note to Offeror: this clause will be updated based on responses to Form 1)

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).

6.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.6 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

6.7 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX A

REQUIREMENT

1. BACKGROUND

- 1.1. The Department of Foreign Affairs and Trade Development Canada (DFATD) is committed to providing an ergonomically supportive work environment to its staff. In striving to meet this commitment, DFATD is seeking to provide height adjustable desk risers for its staff located in missions abroad.

2. SCOPE OF WORK

- 2.1. The Department of Foreign Affairs and Trade Development Canada (DFATD) has a requirement for the supply of height adjustable desk risers, and their primary and secondary delivery addresses; Boyd's Moving and Storage, 1255 Humber Place, Door 2A, Ottawa, ON K1B 3W2 and DFATD, L.B. Pearson Bld., 125 Sussex Drive, Ottawa, ON K1A 0G2.

3. CERTIFICATIONS

- 3.1. All products must conform to UL 962: The Standard for Safety for Household and Commercial Furnishings.

https://standardscatalog.ul.com/standards/en/standard_962_4

- 3.2 All products must conform to ANSI/BIFMA M7.1-2011 (R2016): Standard Test Method for Determining VOC Emissions From Office Furniture.

- 3.3 The unit must be made from non-toxic, sustainable materials. All materials used in the manufacturing of the unit must not contain red list chemicals.

4. GENERAL REQUIREMENTS

- 4.1. All units must be brand new.
- 4.2. All units must be free of any damage.
- 4.3. The units must be desk riser models that are commercially available, off-the-shelf products.

5. PRODUCTS

5.1. SINGLE AND DUAL MONITOR HEIGHT-ADJUSTABLE DESK RISER

Unit(s):

- 5.1.1. The unit must be a freestanding single tier Sit/Stand Desk Riser solution with a flat uninterrupted work surface that must accommodate a laptop, a full-size wired or large ergonomic wired keyboard,

a wired mouse and a single monitor screen and/or dual monitor screen configurations. The unit must be single tier and not have a separate tray for the keyboard.

- 5.1.2. The unit must be offered in either one or two models to provide Canada with the option to purchase either a single monitor screen configuration or dual monitor screen configuration (or a single unit that offers both configurations); however they must look identical in style, shape and be available in the same finish/colours.
- 5.1.3. The unit must have a flat uninterrupted work surface, with the work surface having a width of 32 inches (813 mm) and a depth of 20 inches (508 mm), with acceptable tolerances of +/-2 inches (51 mm) for all dimensions.
- 5.1.4. The unit must have a maximum *overall* width of 32 inches (813 mm) and maximum *overall* depth of 30 inches (762 mm), with acceptable tolerances of +/- 2 inches (51 mm).
- 5.1.5. The unit must be functional in both seated and standing positions.
- 5.1.6. The unit must have a platform height adjustment of a minimum of 17 inches (432 mm).

Monitor Arms and Wire Management:

- 5.1.7. The unit must include integrated monitor screen connectors to accommodate a single and/or dual monitor screen to be used in vertical, landscape or a combination of both orientations.
- 5.1.8. The unit's monitor arm connectors must be able to accommodate a minimum of a 17-inch (432 mm) screen size for each connector.
- 5.1.9. The unit must enable a vertical monitor arm adjustment of a minimum of 3 inches (76 mm).
- 5.1.10. The unit must include integrated wire management for a single monitor screen, and dual monitor screen. The unit must include wire management to support wired keyboard and wired mouse wires. Canada will accept an external cable management clip. The unit must ensure a clean and safe work environment while managing cables/wires to help maintain basic functionality
- 5.1.11. The unit's total load capacity must be a minimum of 30lbs (13.6kg).

Mechanism:

- 5.1.12. The raising and lowering of the unit must be non-electrical.
- 5.1.13. Adjusting of the platform height of the unit must be performed with a pneumatic and/or an integrated counterbalance mechanism.

Installation:

- 5.1.14. The unit must ship with a clear instruction manual, complete with all necessary parts, screws and tools (e.g.: screwdriver, Allen keys for the installation, etc.), as well as a link to a video instructions.
- 5.1.15. The unit must have a freestanding base, which rests on top of existing work surface.
- 5.1.16. The unit's freestanding base must not require adding holes to the work surface or require alterations to be made to the work surface in order to install the unit. This is to prevent warranties being voided by the manufacturers, should any damage be caused to the work surfaces

Finishes:

- 5.1.17. The unit's variants to be offered in white and/or black colours if not additional colours.

6. PACKAGING

- 6.1. All goods purchased under this requirement must be packaged and adequately protected for export abroad (blanket or paper wrap is not acceptable).
- 6.2. Soft wood packaging must comply with International Standard for Phytosanitary Measures (ISPM) #15, and must carry the International Plant Protection Convention (IPPC) stamp on all exposed wood packaging.
- 6.3. Each unit must ship flat packed in a single carton with clear instructions, complete with all necessary parts, screws and tools (i.e. Allen keys for the installation).

7. DELIVERY

- 7.1. The Contractor must reply to an authorized order (example: 942 call-up form) within 24 hours and the order of height adjustable desk risers must be delivered within 3-6 weeks of the order confirmation.

7.2. Delivery Address:

Delivery of products to the following two addresses:

Primary Delivery Address:

Boyd's Moving and Storage
1255 Humber Place, Door 2A
Ottawa, Ontario K1B 3W2

Secondary Delivery Address:

Department of Foreign Affairs and Trade Development Canada (DFATD)
L.B. Pearson Bld.
125 Sussex Drive,
Ottawa, Ontario K1A 0G2 CANADA

- 7.3. The Contractor must ship the order in full; no partial shipments will be accepted by the warehouse receiver. Any partial shipments delivered will be sent back to the Contractor at the Contractor's expense.
- 7.4. Appointments for deliveries must be booked 24hr in advance with our Warehouse and/or Mailroom Team.
- 7.5. The Contractor must clearly identify and provide the following information on each box/package delivered to the addresses noted above:
 - 7.5.1. Project Name, Embassy Name and City Name; as indicated on the purchase order,
 - 7.5.2. Purchase Order Number, found on the top right hand corner of the Department of Foreign Affairs and Trade Development Canada (DFATD) purchase order, and
 - 7.5.3. Packing slip describing the contents.
- 7.6 The Ottawa warehouse can accommodate a 53-foot trailer. If and when Canada orders one or two units per call-up, the order may be directed to the secondary address where a 53-foot trailer is not accepted.
- 7.7 There is a loading dock at the Ottawa warehouse destination.
- 7.8 There is equipment available at the Ottawa warehouse for unloading, however all call-up order must be shipped in full (no partial shipments will be accepted) directly to our Ottawa Warehouse; Boyd's

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Moving and Storage. Appointments for deliveries must be booked 24hr in advance our Warehouse Team; [\[Contact info will appear in the resulting Standing Offer.\]](#)

ANNEX B**BASIS OF PAYMENT**

The Offeror must provide all of the pricing requested in the following Tables:

Table 1a: Initial Requirement: Year one of the Standing Offer (from date of Standing Offer issuance to 1 year later)

Item	Description	Model Number	Estimated Number of Units for Evaluation Purposes	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1	Height-adjustable Desk Risers - single screen model		750	Each	\$	\$
2	Height-adjustable Desk Risers – dual screen model		1500	Each	\$	\$
Total Price						Sum of Items 1 and 2

Table 1b: Year 1 Delivery

Item	Description	Estimated Number of Deliveries for Evaluation Purposes	Firm Call-up Delivery Price	Extended Price (Number of Delivery Units X Firm Call-up Delivery Price)
1	Delivery of between 80 and 100 units per call-up	25	\$	\$
Total Price				\$

Table 2a: Year two of the Standing Offer

Item	Description	Model Number	Estimated Number of Units for Evaluation Purposes	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1	Height-adjustable Desk Risers - single screen		750	Each	\$	\$
2	Height-adjustable Desk Risers - dual screen		1500	Each	\$	\$
Total Price						Sum of Items 1 and 2

Table 2b: Year 2 Delivery

Item	Description	Estimated Number of Deliveries for Evaluation Purposes	Firm Call-up Delivery Price	Extended Price (Number of Delivery Units X Firm Call-up Delivery Price)
1	Delivery of between 80 and 100 units per call-up	25	\$	\$
Total Price				\$

Table 3a: Year three of the Standing Offer

Item	Description	Model Number	Estimated Number of Units for Evaluation Purposes	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1	Height-adjustable Desk Risers - single screen		750	Each	\$	\$
2	Height-adjustable Desk Risers - dual screen		1500	Each	\$	\$
Total Price						Sum of Items 1 and 2

Table 3b: Year 3 Delivery

Item	Description	Estimated Number of Deliveries for Evaluation Purposes	Firm Call-up Delivery Price	Extended Price (Number of Delivery Units X Firm Call-up Delivery Price)
1	Delivery of between 80 and 100 units per call-up	25	\$	\$
Total Price				\$

Table 4: Total Aggregated Evaluated Bid Price:

Item	Description	Evaluated Price
1	Table 1a: Year 1 Deliverables	As per Evaluated Price from Table 1a
2	Table 1b: Year 1 Delivery	As per Evaluated Price from Table 1b
3	Table 2a: Year 2 Deliverables	As per Evaluated Price from Table 2a
4	Table 2b: Year 2 Delivery	As per Evaluated Price from Table 2b
5	Table 3a: Year 3 Deliverables	As per Evaluated Price from Table 3a
6	Table 3b: Year 3 Delivery	As per Evaluated Price from Table 3b
7	Total Aggregated Evaluated Bid Price	Sum of Tables 1a and 1b and 2a and 2b and 3a and 3b

* Applicable taxes extra.

ANNEX C - Standing Offer Reporting

It is the Offeror's responsibility to implement a system for tracking all call-ups against this Standing Offer in order to provide usage reports. Failure to comply may result in the setting aside of the Standing Offer.

The report must include as a minimum the following:

- The standing offer number for which the data is submitted;
- The identified user;
- The period for which the data has been accumulated (start date to end date);
- The start date and end date for the standing offer;
- Item description and quantity being ordered;
- Unit of issue;
- Value of individual call-ups; and
- The total spend per reporting period and to date, by government department.

Standing Offer (Insert Standing Offer #)		Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)
Total Value to Date (\$)	Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)

Item Description	Quantity	Unit of Measure (each, litre, etc..)	Value of Order (not including GST/HST or Delivery)

NOTE: A MICROSOFT EXCEL FORMAT FILE FOR THE PURPOSE OF REPORTING IS AVAILABLE ELECTRONICALLY UPON E-MAIL REQUEST TO THE CONTRACTING AUTHORITY.

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FORM 1 to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by 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)