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B. RESULTING CONTRACT CLAUSES

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Solicitation No. - N° de l'invitation

EP731-123071/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pq419

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

20123071

File No. - N° du dossier

pq419EP731-123071

CCC No./N° CCC - FMS No/ N° VME

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven 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: includes the certifications 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 any other annexes.

2. Summary

2.1 Requirement

To establish one Regional Master Standing Offer (RMSO) for the supply, delivery and installation of Modular mobile conference room tables for the following locations:

22 Eddy Street, Gatineau, Quebec.
30 Victoria Street, Gatineau, Quebec.
90 Elgin Street, Ottawa, Ontario.

Offerors must fulfill the requirement in accordance with Annex A to be available for supply on a regional basis on behalf of Public Works and Government Services Canada (PWGSC) for the Real Property Branch (RPB) of PWGSC on the behalf of multiple end users.

2.2 Code of Conduct

Pursuant to section 01 of Standard Instructions 2006, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual

named on the list may be requested to complete a Consent to a Criminal Record Verification form.

2.3 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Canada-Peru FTA, Canada-Colombia FTA, the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

After issuance of a standing offer, 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.

PART 2 - OFFEROR INSTRUCTIONS

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>) 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 (2013-01-28) 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

1.1 SACC Manual Clauses

M1004T (2011-05-16) Condition of Material

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

2. Submission of Offers

Offers 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 Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

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.

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 the province of 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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (3 hard copies and/or 2 soft copies on CD/DVD format)

Section II: Financial Offer (1 hard copy and 1 soft copy on CD/DVD format)

Section III: Certifications (1 hard copy)

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

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](#)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

. 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. The total amount of Goods and Services Tax, Quebec Sales Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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 and 4té will evaluate the offers.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

1.1.1.A	Mandatory Technical Specifications Criteria (MTS)
<p>MTS2</p>	<p><u>MTS2.1</u> The Offeror must certify that all the products offered conform to all specifications of, and meet the testing requirements detailed in Annex "A".</p> <p><u>MTS2.2</u> To demonstrate MTS2.1, the Offeror must sign and date the Product Conformance certification clause in accordance with section 2.2 of this solicitation in hard copy.</p> <p>1. Table T1 of Annex B, Basis of Payment - Mobile flip-top rectangular work surface with partial modesty panel in wood veneer or metal complete with wire management and electrical & data connectivity. Dimensions: min. 1676mm W x 762mm D x 737mm - 787mm H (66"W x 30"D x 29"-31"H)</p> <p>2. Table T2 of Annex B, Basis of Payment - Mobile flip-top rectangular work surface with partial modesty panel in plastic laminate or metal equipped with a cable management tray that runs the width of the table. Dimensions: min. 1524mm W x 610mm D x 737mm-787mm H (60"W x 24"D x 29"-31"H)</p> <p><i>Descriptive Information can be provided in the form of a price list, specification guide, catalogue or other as long as the minimum dimensions required above are provided.</i></p>

1.1.2 Mandatory Environmental Criteria

1.1.1.B	Mandatory Technical Environmental Criteria (MTEC)
<p>MTEC1</p>	<p><u>MTEC1.1</u> The Offeror must indicate how the components offered at Annex "A-1" score points for LEED – CI (Commercial Interiors) or LEED Green Interior Design & Construction credits in the following category: <u>Indoor Environmental Quality</u>4.5 Low-emitting Materials, Systems Furniture</p> <p><u>MTEC1.2</u> To demonstrate MEC1.1 Offerors must provide supporting documentation in soft copy, in a CD/DVD format written in Adobe Acrobat PDF version 7 or older, or hard copy.</p>

1.2 Financial Evaluation

1.2.1	Mandatory Financial Criteria (MFC)
<p>MFC1</p>	<p><u>MFC1.1</u> The Offeror must submit the completed table at Annex B – Basis of Payment.</p> <p><u>MFC1.2</u></p>

To demonstrate MFC1.1 Offerors must submit their pricing in accordance with Part 3 Financial Offer of this solicitation in **hard copy**.

2. Basis of Selection

An offer must comply with the requirement of the RFSO and meet all mandatory specifications to be declared responsive. The responsive offer with the lowest aggregate price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

1.1.1 By submitting an offer, the Offeror certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an offer, the Offeror certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Offeror and any of the Offeror' affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently

directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner with their offer or promptly thereafter. Offerors submitting offers as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply will render the offer non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

2. Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

2.1 Federal Contractors Program - Certification

The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- () is not subject to the FCP, being a regulated employer under the *Employment Equity Act, S.C. 1995, c. 44*;
- () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- () is subject to FCP, and has a valid certificate number as follows: _____ **(e.g. has not been declared an ineligible contractor by HRSDC).**

Further information on the FCP is available on the HRSDC Web site.

2.2 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, and meet the testing requirements detailed in, Part 6 Annex A.

Offeror's Signature

Date

2.3 Dealer Authorization

If the Offeror is not the manufacturer of the products proposed, but is submitting an offer offering products of the manufacturer, the Offeror must be an Authorized Dealer of the manufacturer for whom the Offeror is acting.

The Offeror must also provide, as part of its offer, a letter of authorization from the Manufacturer that it claims to represent. The letter must be an original, under the letterhead of the prime Manufacturer, it confirming that the Offeror is in fact the authorized agent/distributor.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. 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>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2013-01-28) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 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 below. 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 monthly basis to the Standing Offer Authority.

The data must be submitted to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period in Excel 2000-2003 compatible format (.xls).

A detailed and current record of all Call-ups must be kept and submitted with the following information:

- i) the Call-up reference number;
- ii) a title or a brief description to explain the Call-up details (this must include at a minimum the component's model number);
- iii) the amount (GST or HST extra) specified in the Call-up (as last amended, as applicable);
- v) the active status of each Call-up, as applicable.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award to 3 years after.

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) year period, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Claire Gauthier
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Commercial and Consumer Products Directorate

6B3, Place du Portage, Phase III
11Laurier St

Telephone: 819-956-0938
Facsimile: 819-956-5706
E-mail address: claire.gauthier@tpsgc-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.

4.2 Project Authority

The Project Authority for the Standing Offer is **(will be completed at Standing Offer award)**:

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

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
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.

4.3 Offeror's Representative (to be completed by Offeror)

Name: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is only: Real Property Branch of Public Works and Government Services Canada (PWGSC) in the National Capital Area (NCA).

6. Call-up Procedures

6.1. Identified Users must document their procurement action based on contracting policies and procedures set in place by Treasury Board.

6.2. Authorized Call-ups against this Standing Offer must be made using duly completed forms identified in Paragraph 7, Call-Up Instrument, by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.

6.3. No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.

6. 4. Only the goods identified in the Electronic price list (Annex "B" of the Standing Offer) are authorized for call-up.

6. 5. If by error or omission the Identified User fails to apply the correct price as listed in the Electronic price list or applies them improperly, it will be the responsibility of the supplier to notify the Identified User of any error prior to delivery.

6. 6. Any modifications to the original call-up must be supported by the issuance of a subsequent form in accordance with the Standing Offer terms and conditions in effect at the time of call-up.

6. 7. Call-up documents must make reference to a unique and sequential internal requisition number.

6. 8. Numbering of Call-ups paid for by Acquisition Cards.

For audit purposes, it is recommended that Identified Users number call-ups paid for by acquisition cards according to a unique and sequential numbering system. The following format is suggested (XXXX-YYMMDD-SS). XXXX represents the four last digits of the credit card number; YYMMDD represents the date of the order and; SS represents a sequential number for orders placed the same day.

7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-Up Against a Standing Offer.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Goods and Services Tax, Quebec Sales Tax or Harmonized Sales Tax included).

For individual call-ups against the Standing Offer exceeding \$50,000.00 (Goods and Services Tax, Quebec Sales Tax or Harmonized Sales Tax included), the Standing Offer Authority will issue the Call-up on the Identified Users behalf.

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 (2013-01-28), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2012-11-19) ; General Conditions - Goods (Medium Complexity)
- e) Annex A, General Statement of Requirement;
- f) Annex A-1, Requirement for Modular mobile conference room tables
- g) Annex A-2, LEED Environmental Criteria
- h) Annex B, Basis of Payment ;
- i) Annex C, Minimal health and safety requirements for access to a construction site
- j) the Offeror's offer dated _____

10. Certifications

10.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

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 - Requirement. The Contractor must keep proper records and documentation relating to the product conformance and the Testing Requirements in Annex A. The Contractor must not, without obtaining the prior written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of the Contract or the expiry date of the Warranty, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts.

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

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

10.3 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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.

12. Minimal health and safety requirements for access to a construction site

The winner Contractor must have the Minimal health and safety requirements for access to a construction site as per Annex "C"

12.1 For Quebec buildings, Annex "C" must be followed in its entirety.

12.2 For Ontario buildings, omit, Construction Health and Safety Basics program (3 days), but complete the rest of Annex "C".

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.

1. Requirement

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010A (2012-11-19), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 09 - 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 - 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.

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

All other provisions of the warranty section remain in effect.

INSERT:

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.

3. Term of Contract

3.1 Delivery Date

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

4. Payment

4.1 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. Customs duties are included and Goods and Services Tax, Quebec Sales Tax or Harmonized Sales Tax is extra, if applicable.

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.

4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-06) Limitation of Price

4.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

4.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30) T1204 – Direct Request by Customer Department

4.5 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

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.

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

One (1) copy must be forwarded to the Standing Offer Authority identified under the section entitled "Authorities" of the Standing Offer.

6. Shipping Instructions

Goods must be consigned to the destination specified in the Call-up and delivered:

Delivered Duty Paid (Destination), Incoterms 2000 for shipments from a commercial contractor.

There is a loading dock for a 50' tractor trailer, but successful offeror must inspect the loading dock prior to arranging delivery of goods, to ensure the trailer does not block street traffic.

All deliveries must be after hours e.g. 4:30 onward.

Installation during regular business hours 8:00am to 4:00pm

Normal Working hours is defined as Monday through Friday 7:00am to 5:00pm.

After Normal Working hours is defined as Monday through Friday 5:01pm to 6:59am, Saturdays, Sundays and Statutory Holidays.

7. Installation Services

The Contractor must provide, as a minimum, the following installation services for the products supplied:

1. Receive, unload, store and transport all products/pieces to the staging and/or installation area;
2. Unpack all pieces and inspect products for shipping damage;
3. Install all products in accordance with the manufacturers specifications;
4. Ensure all other products function properly and make minor adjustment/repairs;
5. Touch up all minor nicks and scratches on the furniture that may have occurred during installation;
6. Clean the product once installed;
7. 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, debris and the like from the site, as frequently as is necessary and;
8. Upon completion of the installation and at the request of the Project Authority, the Contractor (or the authorized representative) must walk through the installation area with the Project Authority to verify the operating condition of all product in accordance with the deficiency procedures.

8. Inspection and Acceptance 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 initial walk-through inspection with the Contractor;

-
3. The walk-through 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;

9. Deficiency Procedures

1. The Project Authority in consultation with the Contractor must prepare the deficiency list documenting all problems in every area;
2. The deficiency list must be forwarded by the Project Authority to the Contractor;
3. 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;
4. For all deficiencies other than those identified in point 7, the Contractor must submit the plan of action with delivery dates or completion dates within fourteen calendar days from receipt of the deficiency list from the Project Authority; and
5. The Contractor must notify the Project Authority when all deficiencies have been completed. If satisfied, the Project Authority must provide the Contractor a final sign-off that the deficiencies have been satisfied.

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ANNEX "A"

GENERAL STATEMENT OF REQUIREMENT

The Contractor will supply, deliver and install the Work detailed in all parts of Annexes "A"

The Contractor is responsible for ensuring that its goods and services listed in its proposal fully comply with the requirements of the Standing Offer and in particular, the Contractor is responsible for ensuring that the goods fully furnish and correspond to all parts of Annex "A". In the event the Contractor omitted to include, in its offer, goods or services required to completely furnish all parts of Annex "A", the Contractor must supply, deliver and install/perform the missing goods/services at no additional cost to Canada.

Annex A-1

Requirement for

MODULAR MOBILE CONFERENCE ROOM TABLES

1.0 DESCRIPTION

- 1.1 This specification is for the supply and installation of modular mobile conference room tables within conference rooms, complete with wire management and electrical & data connectivity.
- 1.2 The bidder is responsible for supplying all necessary accessories (trim, connectors, supports, wall mounts, etc.) to allow the configuration to be integrated as illustrated in the 'typical' drawings and floor plans provided.
- 1.3 Product need not all be from the same manufacturer.
- 1.4 All products must be new.

2.0 REFERENCES

- 2.1 American National Standards Institute (ANSI) / National Particleboard Association (NPA)
 - 2.1.1 ANSI/NPA A208.1-, Particleboard.
- 2.2 Canadian General Standards Board (CGSB)
 - 2.2.1 CAN/CGSB 44.227 - Freestanding Office Desk Products and Components

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

3.0 PERFORMANCE REQUIREMENTS

- 3.1 Components must be stable, interchangeable, and uniform in quality, style, material and workmanship and be clean and free from defects that may affect appearance, serviceability or safety.
- 3.2 Design systems to ensure table components withstand functional and proof load tests to establish structural integrity and various acceptance levels of serviceability to: CAN/CGSB-44-227- Freestanding Office Desk Products and Components.

4.0 TEST REQUIREMENTS

- 4.1 All table products and components offered under this solicitation must meet the acceptance criteria provided in ANSI/BIFMA X5.5, and CAN/CGSB 44.227 when tested in accordance with the appropriate tests from the referenced standards and purchase description.
- 4.2 All ANSI/BFMI tests only must be completed at an acceptable testing facility. An independent testing laboratory and a company owned laboratory are acceptable provided that the laboratory has been accredited by a nationally recognized body such as Standards Council of Canada, A2LA (American Association for Laboratory Accreditation) or is listed on the Canadian General Standards Board (CGSB) Laboratory Acceptance Program.
- 4.3 Test reports must be not more than five (5) years old at the time of submittal.

5.0 GENERAL REQUIREMENTS FOR MODULAR MOBILE ROOM TABLES

- 5.1 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, or safety. When assembled in all possible configurations there must be no visible unfinished edges or surfaces, other than stainless steel. 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. Wood core surfaces must be of a balanced construction to prevent warping.
- 5.2 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.
- 5.3 Submit complete selection of standard edge details for work surface at time of contract award.
- 5.4 Safety – Fixed, moveable or adjustable parts must be constructed so that they cannot unintentionally become loose, dislodged or cause personal injury.
- 5.5 The tolerance for all dimensions must be +/- 25.4mm (+/- 1") unless otherwise specified and where edge shapes preclude.
- 5.6 Supports – All tables to have its own supports. Legs are not to be shared in table configurations. Metal legs must be T-Legs. Must have levelling mechanism with vertical adjustment of at least 25mm(1").

-
- 5.7 Casters: minimum of four carpet castors with locking device on minimum two casters – front or back.
- 5.8 Partial height modesty panel – Must come complete with hardware and concealed wire management. Partial height modesty panel to run width of table, and be mounted under table work surface.
- 5.9 Configuration – All tables must have the ability to butt against one another end-to-end. Must include ganging or linking device to ensure tables can be joined together in horizontal position at 90 and 180 degrees to each other. Allow for power & data to connect from one table to the next when ganged together.
- 5.10 Tables must be flip top: work surfaces collapse and lock in an upright position. Tables must be capable of nesting together in upright position.
- 5.11 Finishes – Horizontal surfaces must be constructed of wood veneer, complete with solid wood edge to match the wood veneer or PVC edge and plastic laminate as specified. Supports must be constructed of metal with polished aluminum (or similar finish). Modesty panel must be constructed of wood veneer or plastic laminate or metal with polished aluminum (or similar finish) as specified. Polished aluminum (or similar finish) table top monuments.

6.0 DETAILED REQUIREMENTS FOR MODULAR MOBILE ROOM TABLES – T1

- 6.1 Wire management and electrical & data connectivity – Tables must provide concealed cable management and allow for power & data to connect from one table to the next when ganged together. All connections must be inherent in the table design. Tables must be pre-wired with electrical. Provide removable connection to floor monuments.
- 6.2 Forums (table mounted monuments) must have a hinged cover. Cover must be flush with table top.
- 6.3 Forums must have power/data modules with 2 data & 2 power outlets. Manufacturer to provide Qty. 1 per table.
- 6.4 T-legs must be compatible with vertical wire management.
- 6.5 Table substrate must be minimum 25.4mm (1") thick.
- 6.6 Finishes – Veneer species & finish colour to be determined by designer from manufacturer's full range. Modesty panel must be wood veneer or metal.
- 6.7 Cord and Cable Management – Horizontal wire management must be inherent and must run the width of the table. All wire management must be concealed. Provide vertical wire management through legs.

- 6.8 Table work surface shall be rectangular and sizes must be min. 1676mmW x 762mmD x 737mm- 787mmH (66"W x 30"D x 29"-31"H).
- 6.9 Refer to attached Annex B for approximated quantities.

-7.0 DETAILED REQUIREMENTS FOR MODULAR MOBILE ROOM TABLES T2

- 7.1 Finishes – Plastic Laminate - colour to be determined by designer from manufacturer's full range. Modesty panel must be plastic laminate or metal.
- 7.2 Table work surface shall be rectangular and sizes must be min. 1524mmW x 610mmD x 737mm- 787mmH (60"W x 24"D x 29"-31"H).
- 7.3 Table must be equipped with a cable management tray that runs the width of the table that does not interfere with the table's ability to nest together in the upright position.
- 7.4 Refer to attached Annex B for approximated quantities.

8.0 DETAILED REQUIREMENTS FOR FINISHES

- 8.1 Vertical surfaces and supports must meet the performance requirements for finishes as stated in CAN/CGSB-44.227- Table 1.
- 8.2 Deflection – The horizontal work surface must meet the deflection requirement for work surfaces as stated in CAN/CGSB-44.227- par. 6.1.1.
- 8.3 Solid or veneer to be FSC (Forest Stewardship Council) certified requiring a FSC Chain of Custody certificate and must have a clear finish, and be free from open knots.
- 8.4 Wood Veneers must be a minimum of .07mm thick and must be applied to substrate.

9.0 REQUIRED SAMPLES AND FINISHES

- 9.1 Four plastic laminate sample cards must be available, one of the cards must be a white finish and two of the cards must be wood look.
- 9.2 Four wood or wood veneer samples must be available.

10.0 MARKING

- 10.1 In addition to the labelling requirement stated in CAN/CGSB-44.227-2008, all freestanding office furniture components must also be permanently and legibly marked with the product code and the date of manufacture or alternatively the expiry date of the warranty.

- 10.2 All components that consist of primary, secondary or dedicated surfaces must be permanently and legibly marked with the manufacturer's name or recognized trademark.

10.3 Adequate operating instructions in pictorial form and/or in both French and English must be provided with each user-adjustable product.

ANNEX A-2

LEED ENVIRONMENTAL CRITERIA

Within 5 days of Standing Offer award, the Contractor must provide the Project Authority with documentation that indicates how the Contractor's products assist, or do not assist, in scoring points for LEED – CI (Commercial Interiors), in the following categories. If the documentation does not pertain to LEED or does not assist in scoring points for LEED, the Contractor is to indicate 'Not Applicable' or explain the difference for each category.

The documentation must be provided in CD/DVD format, written in Adobe Acrobat PDF version 7 or older, or hard copy.

Categories

Materials & Resources

- 4.1 Recycled Content, 10%
- 4.2 Recycled Content, 20%
- 6 Rapidly Renewable materials; and
- 7 Certified Wood

Indoor Environmental Quality

- 4.1 Low-emitting Materials, Adhesives and Sealants;
- 4.2 Low-emitting Materials, Paints and Coatings; and
- 4.4 Low-emitting Materials, Composite Wood and Laminate Adhesives
- 4.5 Low-emitting Materials, Systems Furniture

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ANNEX "B"

BASIS OF PAYMENT

SEE ATTACHED

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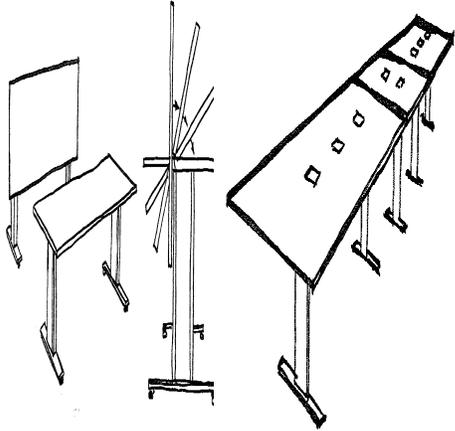
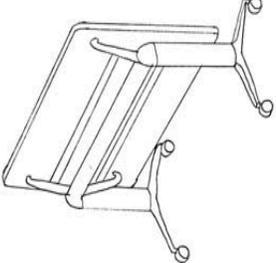
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ANNEX "C"

MINIMAL HEALTH AND SAFETY REQUIREMENTS FOR ACCESS TO A CONSTRUCTION SITE

SEE ATTACHED

ANNEX B Basis of Payment			
Modular Mobile Conference Tables			
New Item no.	TOTAL Estimated Quantities*	FIRM Unit Prices for Year 1-3	Image (line drawing) Note that line drawing is generic and is to represent design intent.
Tables T1	277		
Table T2	202		
The sum of the unit prices for items Table T1 and T2			
* The quantities provided are only an approximation of requirements given in good faith. They are not to be interpreted as a commitment on the part of the Government.			



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MINIMAL HEALTH AND SAFETY REQUIREMENTS FOR ACCESS TO A CONSTRUCTION SITE.

The Safety Code for the construction industry (S-2.1, r.6) stipulates in article 2.4.2 the obligation for minimal health and safety course. Extract as follows:

2.4.2 The employer shall ensure that: i) management and control staff mainly and usually on a construction site and workers working on a construction site have taken a safety course and hold a certificate issued by the Commission or by an organization it recognizes. The mandatory course is entitled Construction Health and Safety Basics. The recognized body is the "Association paritaire pour la santé et la sécurité du travail du secteur de la construction (ASP)". There is a partnership between the Quebec and Ontario governments for construction sites in the Outaouais region.

There are 2 possible scenarios:

- 1) The worker has the certificates on hand and requests mutual recognition of the health and safety training.

Following is the list of required courses in order to obtain an equivalence letter from Mrs. Sylvie Leblond, "CCQ" liaison agent:

- WHMIS (1/2 day);
- Fall protection (1/2 day);
- Construction Health and Safety Basics program (3 days).

When meeting with Mrs. Sylvie Leblond, all training must be completed and hold valid certificates. You must get an appointment by calling (819) 243-6065 ext. 6036.

- 2) Workers that have not had the required training must register for such through the "ASP", supply proof of registration and complete the courses on the dates indicated on the document. The course is offered by school boards and certain unions.

Training in English is offered by the Western Quebec School Board:

Western Quebec School Board

Adult education and continuing education professional training centers

Western Quebec Career Centre (Aylmer)

100 Frank Robinson, Gatin

Gatineau (Aylmer), Quebec, J9H 4A6

819.694.1770, 819.684.5350, mailto : wqcc@wqsb.qc.ca

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www.broccolini.com