

## 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

## Revision to a Request for a Standing Offer

## Révision à une demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

## 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 produits de  
l'ameublement

11 Laurier St. / 11, rue Laurier

6B1, Place du Portage

Gatineau

Québec

K1A 0S5

<b>Title - Sujet</b> CRA PVD COLLABORATIVE FURNITURE	
<b>Solicitation No. - N° de l'invitation</b> EP863-160093/A	<b>Date</b> 2015-07-10
<b>Client Reference No. - N° de référence du client</b> 20160093	<b>Amendment No. - N° modif.</b> 009
<b>File No. - N° de dossier</b> pq407.EP863-160093	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PQ-967-67284	
<b>Date of Original Request for Standing Offer</b> 2015-05-12	
<b>Date de la demande de l'offre à commandes originale</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-07-20</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Nolet(PQ Div.), Josée	<b>Buyer Id - Id de l'acheteur</b> pq407
<b>Telephone No. - N° de téléphone</b> (819) 956-8774 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5706
<b>Delivery Required - Livraison exigée</b>	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	
<b>Security - Sécurité</b> This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Acknowledgement copy required</b> <b>Accusé de réception requis</b>	<b>Yes - Oui</b> <input type="checkbox"/>	<b>No - Non</b> <input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
<b>For the Minister - Pour le Ministre</b>		

Solicitation No. - N° de l'invitation

EP863-160093/A

Amd. No. - N° de la modif.

009

Buyer ID - Id de l'acheteur

pq407

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

20160093

File No. - N° du dossier

pq407EP863-160093

CCC No./N° CCC - FMS No/ N° VME

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This amendment is raised to apply the new Integrity Provisions and to modify the Request for Standing Offer as follows;

- 1) At page 1 of the solicitation document, Solicitation Closes;

**Delete: July 13, 2015**  
**Insert: July 20, 1015**

- 2) Delete the Parts 1 through 6 of the existing RFSO and replace with the following;

## **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: 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 Purchase Description, the Delivery and Installation schedule, the Call-up Process, the Basis of Payment and any other annexes.

### **1.2 Summary**

#### **1.2.1 Requirement**

To establish one Regional Individual Standing Offer (RISO) for the supply, delivery and installation of collaborative seating (soft seating and screens) and collaborative tables for the following three locations:

- Place de Ville Complex – Tower A, 320 Queen Street, Ottawa, ON;
- Place de Ville Complex – Tower B, 112 Kent Street, Ottawa, ON and;
  - Place de Ville Complex – Tower C, (Concourse), 112 Kent Street, Ottawa, ON

Throughout this document this project/location will be referred to as PDV A, B & C. Offerors must fulfill the requirement in accordance with Annex A to be available to 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 the Canada Revenue Agency.

TOTAL Quantities for Collaborative Furniture Types for entire PDV complex (all phases/by phase)

S1      Seat 1 – Armchair – qty. 120 (all phases)

Phase 0 – qty. 23

Phase 1 – qty. 4

Phase 2 – qty. 8

Phase 3 – qty. 20

Phase 4 – qty. 16

Phase 5 – qty. 24

Phase 6 – qty. 32

S2      Seat 2 – Couch (low) – qty. 15 (all phases)

Phase 0 – qty. 0

Phase 1 – qty. 1

Phase 2 – qty. 1

Phase 3 – qty. 2

Phase 4 – qty. 4

Phase 5 – qty. 4

Phase 6 – qty. 3

S3      Seat 3 – Tablet style chair (both right and left configurations) – qty. 118 (all phases)

Phase 0 – qty. 12

Phase 1 – qty. 20

Phase 2 – qty. 8

Phase 3 – qty. 16

Phase 4 – qty. 16

Phase 5 – qty. 22

Phase 6 – qty. 24

S4      Seat 4 – Banquette – qty. 54 (all phases)

Phase 0 – qty. 4

Phase 1 – qty. 12

Phase 2 – qty. 4

Phase 3 – qty. 6

Phase 4 – qty. 8

Phase 5 – qty. 10

Phase 6 – qty. 10

S5      Seat 5 – Café Chair – 284 (all phases)

Phase 0 – qty. 24

Phase 1 – qty. 60

Phase 2 – qty. 20

Phase 3 – qty. 34

Phase 4 – qty. 60

Phase 5 – qty. 32

Phase 6 – qty. 54

T1      Table 1 – qty. 49 (all phases)

Phase 0 – qty. 4

Phase 1 – qty. 2

Phase 2 – qty. 4

Phase 3 – qty. 8

Phase 4 – qty. 8

Phase 5 – qty. 11

Phase 6 – qty. 12

T2      Table 2 – qty. 30 (all phases)

Phase 0 – 0

Phase 1 – 2

Phase 2 – 4

Phase 3 – 2

Phase 4 – 8

Phase 5 – 8

Phase 6 – 6

T3      Table 3 – qty. 88 (all phases)

Phase 0 – 8

Phase 1 – 18

Phase 2 – 6

Phase 3 – 11

Phase 4 – 12

Phase 5 – 16

Phase 6 – 17

T4      Table 4 – qty. 54 (all phases)

Phase 0 – 4

Phase 1 – 12

Phase 2 – 4

Phase 3 – 6

Phase 4 – 8

Phase 5 – 10

Phase 6 - 10

Teardrop table – qty. 0 – requesting a unit price only

Phase	Tower	Floor	Installation Dates
0	B	2	Oct 15, 16, 2015
0	B	3	Oct 15, 16, 2015
0	C	Concourse	Oct 15, 16, 2015
1	A	2	Oct 15, 16, 2015
1	A	4	Oct 29, 30, 2015
1	A	5	Oct 22, 23, 2015
1	A	6	Nov 05, 06, 2015
1	A	17	Oct 15, 16, 2015
1	A	18	Oct 15, 16, 2015
2	A	12	May 05, 06, 2016
2	A	13	Jun 02, 03, 2016
3	A	16	Nov 17, 18, 2016
3	B	16	Nov 24, 25, 2016
3	B	18	Dec 22, 23, 2016
4	A	7	Jul 06, 07, 2017
4	A	11	Jun 29, 30, 2017

4	A	14	Jun 29, 30, 2017
4	A	22	Jun 29, 30, 2017
5	A	15	Jan 11, 12, 2018
5	A	19	Jan 04, 05, 2018
5	A	20	Jan 04, 05, 2018
5	A	21	Jan 04, 05, 2018
5	B	19	Jan 11, 12, 2018
6	A	8	Jul 12, 13, 2018
6	A	9	Jul 12, 13, 2018
6	A	10	Jul 12, 13, 2018
6	B	5	Jul 19, 20, 2018
6	B	6	Jul 26, 27, 2018

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

### 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.

## 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>) 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 (2015-07-03) 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: 60 days

Insert: 120 days

### **2.1.1 SACC Manual Clauses**

M1004T (2011-15-16) Condition of Material

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

## **2.2 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.

## **2.3 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered 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.

# **PART 3 - OFFER PREPARATION INSTRUCTIONS**

## **3.1. Offer Preparation Instructions**

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

Section I: Technical Offer: Three (3) hard copies and three (3) soft copies on CD/DVD

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

Section III: Certifications: One (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 Part 6B, article 4.1 and with Annex D, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

### **3.1.1 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**

### **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**

##### **4.1.1.1 Mandatory Technical Criteria**

<b>4.1.1.1.A</b>	<b>Mandatory Technical Criteria (MTC) (Collaborative Furniture)</b>
<b>MTC1</b>	<p><u>MTSC 1.1</u></p> <p>The Offeror's proposed products must meet the specified delivery dates as outlined in Annex B, Delivery and Installation Schedule.</p> <p>To demonstrate compliance with MTS1.1 the Offeror must provide a signed letter from the manufacturer stating the ability to meet the dates provided in Annex B.</p>
<b>MTC2</b>	<p><u>MTSC 2.1</u></p> <p>Authorized Dealer</p> <p>If the Offeror is not the manufacturer of the products offered but is submitting an arrangement offering the products of a manufacturer(s), the Offeror must:</p> <ul style="list-style-type: none"><li>i. Be an authorized dealer of the manufacturer(s) for the products offered;</li><li>ii. Submit a letter of authorization from each manufacturer whose products are being offered.</li></ul> <p>The letter must:</p> <ul style="list-style-type: none"><li>i Be signed by the manufacturer and be under the letterhead of the manufacturer;</li><li>ii List the products name / Series offered;</li><li>iii List the model number offered; and</li><li>iv Confirm that the Offeror is in fact an authorized dealer for the products specified in the</li></ul>

	letter
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#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Evaluation Criteria

SACC Manual Clause M0220T (2013-04-25), Evaluation of Price

4.1.2.2	Mandatory Financial Criteria (MFC)
<b>MFC1</b>	<p><u>MFC 1.1</u></p> <p>The Offeror must submit completed applicable tables at Annex F – Pricing Table.</p> <p>Offerors are required to provide with their offer the soft copy in Excel compatible format (.xls) of the completed tables of Annex F – Pricing Table in accordance with Part 3 - Financial Offer of this solicitation on a CD/DVD and upon demand from the Standing Offer Authority within the timeframe detailed in the request for standing offers. Canada will be using the Soft Copy for administrative purposes.</p> <p><u>MFC 1.2</u></p> <p>To demonstrate MFC1.1 Offerors must submit their pricing in accordance with Part 3 Financial Offer of this solicitation in <b>hard copy</b>.</p>
<b>MFC 2</b>	<p><u>MFC 2.1</u></p> <p>The Offeror is required to submit firm prices (including delivery and installation fees) that will apply for the entire period of the Standing Offer.</p> <p>Offerors must submit firm prices for all items and services listed in Annex "A".</p>

#### 4.2 Basis of Selection

##### 4.2.1 Basis of Selection – Mandatory Technical Criteria Only

SACC Manual Clause M0031T (2007-05-25), Basis of Selection – Mandatory Technical Criteria Only

### 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. 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 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed Declaration Form, to be given further consideration in the procurement process.

## **5.2 Certifications Precedent to 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 – List of Names**

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

### **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 ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada-Labour's website.

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.

### **5.2.3 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.

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Offeror's Signature

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Date

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **6.1 Offer**

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

#### **6.2 Security Requirements**

**6.2.1** There is no security requirement applicable to this 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>) issued by Public Works and Government Services Canada.

##### **6.3.1 General Conditions**

2005 (2015-07-03) 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 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 Senior Purchasing Assistant (AB Invoice Authority) by email: [ncrfurniture.rcnameublement@tpsgc-pwgsc.gc.ca](mailto:ncrfurniture.rcnameublement@tpsgc-pwgsc.gc.ca)

The data must be submitted to the Senior Purchasing Assistant no later than ten (10) calendar days after the end of the reporting period in Excel 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 affected floors, Workstation Title as per the Furniture Data Sheets and each component's model number);
- iii) The amount (applicable taxes are extra) specified in the Call-up (as last amended, as applicable);
- iv) The total amount (applicable taxes are extra), expended to the date against all Call-ups issued;
- v) The start and completion date for each Call-up;

- vi) The active status of each Call-up, as applicable.

## **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 the date of issuance for three (3) years inclusive.

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Tracey Miller  
A/Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Commercial and Consumer Products Directorate  
11, Laurier Street  
6B3, Place du Portage, Phase III  
Gatineau (Québec) K1A 0S5

Telephone: 819 420-2949  
Facsimile: 819 956-5706  
E-mail address: [Tracey.Miller@pwgsc.gc.ca](mailto:Tracey.Miller@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**

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.

### **6.5.3 Offeror's Representative** *(Please, complete legibly)*

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

## **6.6 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: Acquisitions Branch and Real Property Branch of Public Works and Government Services Canada.

## **6.7 Call-up Procedures**

Refer to Annex C, Call-up Process.

## **6.8 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.

## **6.9 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$ 400,000.00 for the Real Property Branch of PWGSC (Applicable Taxes included).

## **6.10 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2015-07-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2015-07-03) General Conditions – Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Delivery and Installation schedule;
- g) Annex C, Call-up process;
- h) Annex D, Basis of Payment;
- i) Annex E, Typical Layouts (for information purposes only);
- j) Annex F, Pricing Table (Excel format file, in attachment);
- k) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## **6.11 Certifications**

### **6.11.1 Compliance**

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). 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. If the Offeror does not comply with any certification, fails to provide the additional information, 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.

### **6.11.2 Product Conformance Certification**



The Offeror warrants that the Product Conformance Certification submitted by the Offeror is accurate and complete, and that the products provided under this Contract are in accordance with Annex A - Requirement. The Offeror must keep proper records and documentation relating to the product conformance and the Testing Requirements in Annex A. The Offeror 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 representative 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 Offeror 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 Offeror must provide all assistance reasonably required for the carrying out of the inspection, which may also include the submission of test reporting documentation as listed in Annex A. The Offeror must forward such test pieces and samples to such person or location as the representatives of Canada specifies.

## **6.12 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.

## **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 and the services detailed in the call-up against the Standing Offer.

The quantity of goods and/or level of services specified in the Request for Standing Offers (RFSO) and the resulting standing offer(s) are only an approximation of the requirements given in good faith by Canada to the offerors.

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

2010A (2015-07-03), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 09 - Warranty of general conditions 2010A is amended as follows:

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 16 - Interest on Overdue Accounts, of 2010A (2015-07-03) will not apply to payments made by credit cards.

**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.

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.

**DELETE:**

**Section 7.45 – Disclosure of Information**

- c. To ensure a consistent approach to the public disclosure of information, PWGSC will release on a routine basis the unit prices and labour rates contained in standing offers for goods and services. Offerors must be informed of PWGSC's intention to disclose unit prices and labour rates contained in successful offers in the event of a resulting standing offer. General conditions 2005 of the Standard Acquisition Clauses and Conditions (SACC) Manual include a provision to this effect.

There may be circumstances where the provisions related to the disclosure of information, as set out above, cannot be applied. Such circumstances must be handled on a case-by-case basis and would require the approval of the manager or higher, depending on the approval authority, before issuing the RFSO or RFSA.

**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.

**6.4 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 a firm unit price per item. All the products are to be delivered FOB destination, Customs duties are included and all Applicable Taxes are 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.

#### **6.4.2 Multiple Payments**

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

#### **6.4.3 SACC Manual Clauses**

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

#### **6.4.4 Payment by Credit Card** *(this article will be deleted if Credit Cards are not accepted)*

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

#### **6.5 Invoicing Instructions**

**6.5.1** 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.

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

#### **6.6 Shipping Instructions**

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

Delivered Duty Paid (DDP) Ottawa, Ontario, Incoterms 2000 for shipments from a commercial contractor.

#### **6.7 Installation Services**

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

- 6.7.1 Receive, unload, store and transport all products/pieces to the staging and/or installation area;
- 6.7.2 Unpack all pieces and inspect products for shipping damage;
- 6.7.3 Install all products in accordance with the manufacturer's specifications;
- 6.7.4 Ensure all other products function properly and make minor adjustment/repairs;
- 6.7.5 Touch up all minor nicks and scratches on the furniture that may have occurred during installation;
- 6.7.6 Clean the product once installed;

- 6.7.7 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;
- 6.7.8 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 products in accordance with the deficiency procedures.

## **6.8 Deficiency Procedures**

The Contractor must adhere to the following deficiency procedures:

- 6.8.1 The Contractor must notify the Project Authority when the installation is completed;
- 6.8.2 The Project Authority must arrange for the initial walk-through inspection with the Contractor;
- 6.8.3 The walk-through inspection must take place no later than three (3) business days after installation is completed;
- 6.8.4 If the contract is for a phased installation, the walk-through inspection must take place no later than three business days after the completion of each phase;
- 6.8.5 At time of walkthrough inspection, Contractor must test functionality of all electrical components;
- 6.8.6 The Project Authority in consultation with the Contractor must prepare the deficiency list documenting all problems in every area;
- 6.8.7 The deficiency list must be forwarded by the Project Authority to the Contractor;
- 6.8.8 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;
- 6.8.9 For all deficiencies other than those identified in point 8.7, within seven calendar days from receipt of the deficiency list from the Project Authority, the Contractor must submit the plan of action with delivery dates or completion dates. Canada expects the delivery and completion dates to occur within an estimated 25 days from the date of the deficiency list, however, all deliveries and deficiencies must be completed by the Contractor no later than the final cleaning of the subject phase site(s) as stipulated in Annex E; and
- 6.8.10 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.

**All other terms and conditions remain unchanged.**