

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 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**Revision to a Request for Supply
Arrangement - Révision à une demande
pour un arrangement en matière
d'approvisionnement**

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

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation 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

Title - Sujet FREESTANDING FURNITURE	
Solicitation No. - N° de l'invitation E60PQ-090004/K	Date 2015-09-16
Client Reference No. - N° de référence du client E60PQ-090004	Amendment No. - N° modif. 003
File No. - N° de dossier pq930.E60PQ-090004	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$\$PQ-930-65325	
Date of Original Request for Supply Arrangement 2014-07-03 Date de demande pour un arrangement en matière d'app. originale	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-12-31	
Address Enquiries to: - Adresser toutes questions à: Frere, Louise	Buyer Id - Id de l'acheteur pq930
Telephone No. - N° de téléphone (819) 956-1301 ()	FAX No. - N° de FAX (819) 956-5706
Delivery Required - Livraison exigée	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	
Security - Sécurité This revision does not change the security requirements of the solicitation. Cette révision ne change pas les besoins en matière de sécurité de l'invitation.	

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required	Yes - Oui	No - Non
Accusé de réception requis	<input type="checkbox"/>	<input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
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)		
For the Minister - Pour le Ministre		

Solicitation No. - N° de l'invitation

E60PQ-090004/K

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

E60PQ-090004

Amd. No. - N° de la modif.

003

File No. - N° du dossier

pq930E60PQ-090004

Buyer ID - Id de l'acheteur

pq930

CCC No./N° CCC - FMS No/ N° VME

See next page.

Amendment no. 003 is raised to modify the solicitation as follows:

1) At Table of contents:

- a. **DELETE:** 5.1 – Mandatory Certifications required precedent to issuance of a Supply Arrangement
- b. **INSERT:** 5.1 – Certifications required with the Arrangement
- c. **INSERT:** 5.2 - Certifications Precedent to Issuance of a Supply Arrangement and Additional Information

2) At Part 2 – Supplier Instructions – Article 1 :

DELETE: The **2008 (2010-01-11) Standard Instructions** - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

INSERT: The **2008 (2015-07-03) Standard Instructions** - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

3) **DELETE: PART 5 – CERTIFICATIONS in it's entirety**

INSERT: PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Suppliers must provide the required certifications and additional information to be issued a supply arrangement (SA).

The certifications provided by Suppliers to Canada are subject to verification by Canada at all times. Canada will declare an arrangement non-responsive, or will declare a contractor in default if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Supply Arrangement Authority will render the arrangement non-responsive, or constitute a default under the Contract.

INSERT: 5.1 Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications as part of their arrangement.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Supplier must provide with its arrangement, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Issuance of a Supply Arrangement and Additional Information

The certifications and additional information listed below should be submitted with the arrangement, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Supply Arrangement Authority will inform the Supplier 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 arrangement non-responsive.

5.2.1 Integrity Provisions – List of Names

Suppliers who are incorporated, including those submitting an arrangement as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Supplier.

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

Suppliers submitting an arrangement as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Certification

1. 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 supply arrangement. If the Supplier, or, if the Supplier 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 supply arrangement.

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 arrangements from ineligible contractors, including an arrangement from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Supplier 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 Supplier 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.

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

The Supplier or the member of the joint venture

(a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;

(b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, 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;

(d) () is subject to the 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.

5.2.3 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the request for supply arrangement, suppliers acknowledge that only arrangements with a certification that the good(s) offered are Canadian goods, as defined in **clause A3050T - Canadian Content definition**, may be considered.

Failure to provide this certification completed with the arrangement will result in the good(s) offered being treated as non-Canadian goods.

The Supplier certifies that:

() the good(s) offered are Canadian goods as defined in paragraph 1 in clause A3050T - **Canadian content definition**

Signature

Date

5.2.4 Set-Aside Program for Aboriginal Business

1. i) The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organisation, ()

OR

ii) The aforementioned business is a joint venture between two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business. ()

2. The Aboriginal business or businesses have:

i) fewer than six full-time employees ()

OR

ii) six or more full-time employees ()

3. The aforementioned business agrees to immediately furnish to Canada, such evidence as may be requested by Canada from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by Canada with respect to the certification.

4. It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the Program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the aforementioned business.

5. Date : _____ Signature : _____
Title (Duly Authorised Representative of Business)

Place: _____ Title: _____

For:

Name of Business

5.2.5 Requirements for the Set-aside Program for Aboriginal Business

Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

Capital Stock and Equity Accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options.

Dividend policy and payments.

Existence of Stock Options to employees.

Different treatment of Equity transactions for Corporations, Partnerships, Joint Ventures,

Community organisations, Cooperatives, etc.
Examination of Charter Documents, i.e., corporate charter, partnership agreement, financial structure.
Concentration of ownership or managerial control in partners, stockholders, officers trustees and directors based definition of duties.
Principal occupations and employer of the officers and directors to determine who they represent, i.e. Banker, vested ownerships.
Minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction.
Executive and employee compensation records for indication of level of efforts associated with position.
Nature of the business in comparison with the type of contract being negotiated.
Cash management practices, i.e., payment of dividends - preferred dividends in arrears.
Tax returns to identify ownership and business history.
Goodwill contribution/contributed asset valuation to examine and ascertain the Fair Market value of non cash capital contributions.
Contracts with owners, officers and employees to be fair and reasonable.
Stockholder authority, i.e. Appointments of officers, directors, auditors.
Trust agreements made between parties to influence ownership and control decisions.
Partnership- allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios
Litigation proceedings over ownership.
Transfer pricing from non-Aboriginal joint venturer.
Payment of management or administrative fees.
Guarantees made by the Aboriginal business.
Collateral agreements.

5.2.6 Owner/Employee Certification Form for the Set-aside Program for Aboriginal Business

1. I, _____, am an owner and/or
(Name)

Full-time employee of _____, and an
(Name of Business)

Aboriginal person, as described in the "Requirements for the Set-aside Program for Aboriginal Business".

2. I certify that the above statement is true and consent to its verification upon the request of Canada.

Date

Signature of Owner and/or Employee

Place

5.2.7 Authorized Agent

If the Supplier of the RFSA is not the prime manufacturer of the items offered, but is making an arrangement on behalf of a prime Manufacturer, in addition to the other requirements of this RFSA, it is mandatory that the Supplier be an authorized agent/distributor of the Manufacturer for whom the Supplier is acting. The Supplier certifies that they are an authorized agent/distributor of the Manufacturer for all Freestanding furniture systems offered to the federal government under this solicitation.

The Supplier must also provide, as part of its arrangement, 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, confirming that the Supplier is in fact is an authorized agent/distributor.

Company Name (printed)

Representing the manufacturer

Name (Printed)

Signature

Date

4) At Part 6A, SUPPLY ARRANGEMENT:

DELETE: 3.1 General Conditions

2020 (2010-01-11) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

INSERT: 3.1 General Conditions

2020 (2015-07-03) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

5) At Part 6A, **8. Priority of documents**

DELETE: 8. (b) the general conditions 2020 (2010-01-11), General Conditions - Supply Arrangement - Goods or Services

INSERT: 8. (b) the general conditions 2020 (2015-07-03), General Conditions - Supply Arrangement - Goods or Services

6) At Part 6A, Certifications

DELETE: 9.1 Compliance in it's entirety

INSERT: 9.1 Compliance

The continuous compliance with the certifications provided by the Supplier in its arrangement and the ongoing cooperation in providing additional information are conditions of issuance of the Supply Arrangement (SA). Certifications are subject to verification by Canada during the entire period of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification, fails to provide the additional

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information, or if it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the Supply Arrangement.

All other terms and conditions remain the same.