

**A1. Health Canada Bid Receiving Unit
Federal Records Centre Building**

161 Goldenrod Driveway, Tunney's Pasture
Loading dock of building #18,
Ottawa, ON K1A 0K9 CANADA
Business hours: 7h30 to 16h30

Attention: David Sullivan, MAMD
Telephone: (613) 415-2645
Solicitation #: 1000173115

Request for Standing Offer (RFSO)

for

Performance of the Work described in
Annex A, Statement of Work.

A2. RFP AUTHORITY

The Authority for this RFSO is:

David Sullivan
Senior Contracting and Procurement Officer
MAMD
CFOB
Ottawa, Ontario

Telephone: (613) 415-4904
E-mail: david.j.sullivan@hc-sc.gc.ca

**THIS RFSO DOES NOT CONTAIN A
SECURITY REQUIREMENT.**

A3. TITLE Refurbishing Furniture Systems for use in Health Canada Facilities Located in the National Capital Region	
A4. SOLICITATION NUMBER 1000173115	A5. DATE September 23, 2015
A6. TABLE OF CONTENTS The RFSO is divided into seven (7) parts as follows: <ul style="list-style-type: none"> 1. Part 1 – General Information 2. Part 2 – Offeror Instructions 3. Part 3 – Offeror Preparation Instructions 4. Part 4 – Evaluation Procedures and Basis of Selection 5. Part 5 – Certifications and Additional Information 6. Part 6 – Security, Financial and Insurance Requirements 7. Part 7 – Standing Offer and Resulting Contract Clauses 8. Annexes <ul style="list-style-type: none"> Annex A – Statement of Work Annex B – Basis of Payment Annex C – Insurance Requirements 	
A7. BID DELIVERY Bids must be received by no later than 14:00 (2 p.m) on November 3 rd 2015 (Eastern Daylight Savings time) at the bid receiving address indicated in A1. Bids received after the closing date and time (referred to as the “Closing Date”) will be considered non-responsive, and will be returned to the Bidder unopened. Bids sent by fax or email will not be accepted. All bids must be date and time stamped at the Bid Receiving Unit. Bidders should ensure that their name, address, the Closing Date, and the solicitation number are clearly marked on their envelopes or parcels. Bids and all supporting information may be submitted in either English or French.	
A9. BID VALIDITY Bids will remain valid for a period of ninety (90) calendar days following the Closing Date.	

PART 1 – GENERAL INFORMATION

1.1 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 requirements;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offeror 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 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, 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 Statement of Work, the Basis of Payment, and Insurance Requirements.

1.2 Summary

Public Works and Government Services Canada (PWGSC) has taken the lead in facilitating a government wide work place initiative to create a modern workplace that will attract, retain and enable public servants to be responsive, innovative and efficient in serving Canadians. This initiative, named 'Workplace 2.0', is intended to renew outdated office space and to re-brand government as a modern place to work.

Health Canada, in collaboration with PWGSC, has incorporated elements of Workplace 2.0 at several of its facilities resulting in a 15% to 25% reduction in accommodation costs for the Department.

Health Canada will re-use/refresh existing systems furniture as they continue to incorporate elements Workplace 2.0 into their various facilities in the National Capital Region. This initiative not only has positive financial implications, but also has a significant environmental impact.

It is the intent to issue two (2) Standing Offers as a result of this solicitation. The Standing Offer (SO) is expected to be from the date of contract award until March 31st 2018 with two (2) additional one (1) year option periods.

The services are expected to be delivered in the National Capital Region (NCR) during the period of the SO.

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.

Delete: 60 days

Insert: 90 days

2.2 Submission of Offers

Offers must be submitted only to Health Canada Bid Receiving Unit by the date, time and place indicated on page 1-A1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile and email to Health Canada will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required 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 with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made of former public servants; or
- d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a) name of former public servant;
- b) date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES () NO ()

If so, the Offeror must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks;
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes

2.4 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 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.

2.5 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 – OFFEROR PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Technical Offer (four (4) hard copies)

Section II: Financial Offer (one (1) hard copy)

Section III: Certifications (one (1) hard 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 Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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

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

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.			
	Page #	Yes	No
<p>M1 - The Bidder must have completed panel systems refurbishment project(s) for a minimum total value of \$50,000 within the past three (3) years (all projects must be of a minimum of \$10,000 each).</p> <p>*In order to demonstrate the bidder must provide a project summary (maximum 1 page per project) for each project given indicating the following:</p> <ul style="list-style-type: none"> • Client name • Project value • Project start and end date • A brief description • A reference which must include name of project authority and title, contact information (telephone number and valid e-mail) as information may be verified 			
<p>M2 - The Project Manager assigned for the coordination of the call-up requests against this RFSO must have completed panel systems refurbishment project(s) for a minimum total value of \$50,000 within the past three (3) years (all projects must be of a minimum of \$10,000 each).</p> <p>*In order to demonstrate the bidder must provide the Resume of the proposed Project Manager and a project summary (maximum 1 page per project) for each project given indicating the following:</p> <ul style="list-style-type: none"> • Client name • Project value • Project start and end date • A brief description • A reference which must include name of project authority and title, contact information (telephone number and valid e-mail) as information may be verified 			
<p>M3 – The Bidder must demonstrate that the waste disposal facility has appropriate certification and agreements.</p> <p>To demonstrate the bidder must provide documentation outlining the following:</p> <ul style="list-style-type: none"> • That their identified disposal facility retains a valid provincial Certificate of Approval for Waste Disposal issued by the Province where the facility is located • A copy of the agreement(s)/arrangement(s) in place to accept the waste components and materials from the bidder during the entire duration of the standing offer 			

4.1.1.2 Point Rated Technical Criteria

Criteria	Page #	Points allocated for the criteria	Score
<p>R1. Quality Management - This category assesses how the supplier approaches quality management for the services/products proposed.</p> <p>Points will be allocated in accordance with the following:</p> <p>Copy of a basic quality management plan which demonstrates the following:</p> <ul style="list-style-type: none"> ▪ the existence of an operational quality management system; meeting recognized standards such as ISO 9001 (1 point); ▪ a quality management policy which commits the organization to a program of quality improvement (1 point); ▪ the organizations quality management strategy; objectives and targets, as well as key performance indicators for these targets (1 point); ▪ how the quality management policy, strategy and targets are communicated to all staff (1 point). <p>And</p> <ul style="list-style-type: none"> ▪ Copy of ISO 9001 certification (11 points); <p>If a Bidder does not have ISO 9001 certification, the following should be provided:</p> <ul style="list-style-type: none"> ▪ Copy of third party documentation to attest to the equivalency of their quality management plan to ISO 9001 (3 points); ▪ Copy of supplier's documentation to attest to meeting the requirements of ISO 9001 or an equivalent quality management standard (2 points) <p>Points will be awarded on an either/or basis i.e. if bidder holds a valid ISO 9001 certification no points will be allocated for providing third party and supplier documentation.</p>		15	

<p>R2. Business Information - This category assesses the ability and technical capacity of the supplier.</p> <p>To demonstrate, the Bidder should provide the following:</p> <ul style="list-style-type: none"> • Evidence the firm has successfully refurbished panel systems from the Original Equipment Manufacturer (OEM) indicated in the SOW in the last 3 years (3 points) • Evidence the firm has successfully installed/reconfigured panel systems from the OEM indicated in the SOW in the last 3 years (2 points) <p>In order to demonstrate the bidder should provide a project summary (maximum 1 page per project) for each project given indicating the following:</p> <ul style="list-style-type: none"> • Client name • Project value • Project start and end date • A brief description • A reference which must include name of project authority and title and contact information (telephone number and valid e-mail) as information may be verified 		5	
<p>R3. Asset Management - This category assesses the asset management system applicable to the resultant refurbishing Standing Offer.</p> <p>To demonstrate, the Bidder should provide:</p> <ul style="list-style-type: none"> ▪ A maximum one page description of the asset management system that will be used, which should address all three aspects identified below: <ul style="list-style-type: none"> • system to maintain a component parts listing by both refurbished and non-refurbished components (1 point); • system to maintain new parts/materials listing (1 point); • system to have the ability to reserve components for a specific job (1 point); ▪ A sample copy of the inventory report in excel spreadsheet format (hard copy) that identifies all of the components reflected in the pricing schedule (2 points) 		5	

<p>R4. Past Performance - This category assesses the extent of successful completion by the supplier on similar or more complex panel system refurbishment projects of a minimum value of \$100,000.00 per project within the last 3 years.</p> <p>In order to demonstrate the bidder should provide a project summary (maximum 1 page per project) for each project given indicating the following:</p> <ul style="list-style-type: none"> • Client name • Project value • Project start and end date • A brief description • A reference which must include name of project authority and title and contact information (telephone number and valid e-mail) as information may be verified <p>1 Project – 10 pts 2 Projects – 15 pts 3 or more Projects – 20 pts</p>		20	
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<p>R5. Environmental Management - This category assesses how the supplier approaches environmental management for the services/products proposed.:</p> <p>To demonstrate, the Bidder should provide:</p> <ul style="list-style-type: none"> ▪ Copy of basic environmental management plan that demonstrates the following: <ul style="list-style-type: none"> ▪ the existence of an operational environmental management system (EMS); meeting recognized standards such as ISO 14001 (1 point); ▪ an environmental policy which commits the organization to a program of environmental improvement (1 point); ▪ the organization’s environmental strategy, objectives and targets, as well as key performance indicators for these targets (1 point); ▪ how the environmental policy, strategy and targets are communicated to all staff (1 point). <p>And</p> <ul style="list-style-type: none"> ▪ Copy of ISO 14001 certification (6 points) <p>If a Bidder does not have ISO 14001 certification, the following should be provided:</p> <ul style="list-style-type: none"> ▪ Third party documentation to attest to the equivalency of their environmental management plan to ISO 14001 (1 point) ▪ Supplier's documentation to attest to meeting the requirements of ISO 14001 or an equivalent environmental management standard (1 point) ▪ Suppliers documentation to attest to meeting the requirements of the BIFMA Sustainability Guidelines for Office Furniture Manufacturers and Suppliers or equivalent (2 points) <p>Points will be awarded on an either/or basis i.e. if bidder holds a valid ISO 14001 certification no points will be allocated for providing third party and supplier documentation.</p>		10	
<p>R6. Commitment to Sustainability - This category assesses how the organization is improving its sustainability performance.</p> <p>To demonstrate, the Bidder should provide:</p> <ul style="list-style-type: none"> ▪ A description of its internal methods/process to reduce/recycle furniture waste in order to achieve improved sustainability outcomes within the organization’s operations (2 points) ▪ A description of its internal training program/hiring process as it relates to environmental responsibilities (1 point) ▪ A copy of the organization’s chemical management policy which addresses the impact of chemicals used in the facility and how it reduces the impact on human and ecosystem health (2 points) 		5	

<p>R7. Materials and Processes - This category assesses the environmental impact of the components/materials used and the manufacturing processes undertaken to refurbish work stations.</p> <p>Criteria considered:</p> <ul style="list-style-type: none"> ▪ materials used are recyclable, bio-degradable, renewable and recycled e.g. any replacement plastic parts ≥ 50 g shall be marked for recycling and not contain additions of other materials that may impact recycling, Volatile Organic Compound (VOC) content of adhesives used shall not exceed 10% by weight; ▪ processes used are environmentally sound and efficient e.g. painting process uses 95% of sprayed paint, and recovers 95 – 100% of overspray, does not use solvents that can evaporate or contaminate drainage water; ▪ cleaning process does not use chemicals which are corrosive, strongly irritating, classified as carcinogens, ozone depleting etc., ▪ compliance to all applicable environmental and health and safety regulations that govern toxic and hazardous substance use. <p>To demonstrate, the Bidder should provide:</p> <ul style="list-style-type: none"> ▪ Details on the materials used for replacement components e.g. work surface edges, etc. while not exceeding VOC content by weight (1 point) ▪ Material Safety Data Sheet (MSDS) for all cleaning chemicals and adhesives (hard copies/printouts to be provided) (2 points) ▪ Details on how the cleaning process meets the requirements identified in the statement of work (1 point) ▪ Details on how the processes and materials used for painting meets the requirements identified in the statement of work (3 points) ▪ Details on how the processes used for re-skinning panels meets the requirements identified in the statement of work (3 points) ▪ Evidence of compliance to all applicable environmental and health and safety regulations governing toxic and hazardous substance use (5 points). 		15	
<p>R8. Pick-up, Delivery and Transportation - This category assesses initiatives that have been implemented to reduce the environmental impacts directly associated with the transportation of the component parts and the refurbished products. Criteria considered:</p> <ul style="list-style-type: none"> ▪ initiatives to improve efficiencies in pick-up delivery e.g. components/products obtained from local sources; ▪ initiatives to reduce the environmental impacts of travel e.g. fuel efficiency, reduced air and noise; ▪ pollution or reduced carbon emissions, use of energy efficient vehicles; ▪ routes/number of trips planned to minimize travel; <p>To demonstrate, the Bidder must:</p> <ul style="list-style-type: none"> ▪ Describe current initiatives implemented to reduce the environmental impacts associated with transportation (2 points) ▪ Describe current initiatives to improve efficiencies in delivery (3 points) 		5	

R9. Disposal - This category assesses the disposal methods for the components and /or materials and packaging. Criteria considered: To demonstrate, the Bidder must provide: <ul style="list-style-type: none"> ▪ Copy of the internal guidelines for the disposal of components/materials (5 points) 		5	
R10. Project Manager's experience - This category assesses the experience and abilities of the Project Manager. To demonstrate, the Bidder should: <ul style="list-style-type: none"> ▪ Provide a list of the Project Manager's experience in delivering panel systems refurbishment projects where timelines, deliverables and budget were met. All projects must have been completed in the past 5 years (3 pts for each project over \$100,000 to a maximum of 15 pts) In order to demonstrate the bidder should provide a project summary (maximum 1 page per project) for each project given indicating the following: <ul style="list-style-type: none"> • Client name • Project value • Project start and end date • A brief description • A reference which must include name of project authority and title and contact information (telephone number and valid e-mail) as information may be verified 		15	
Minimum Overall Score 60 Points out of 100 (60%)			
		Total 100 Points	

4.1.2 Financial Evaluation

The price of the offer will be evaluated, based on the grid included as Annex B, in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

- 4.2.1 To be declared responsive, a bid must:
- a) comply with all the requirements of the bid solicitation; and
 - b) meet all mandatory criteria; and
 - c) obtain the required minimum points specified for each Group of Criteria (Groups 1-3 in Table 4.1.1.2) for the technical evaluation, and
 - d) obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 points.

4.2.2 Bids not meeting a) or b) or c) and d) will be declared non-responsive.

4.2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 40 % for the technical merit and 60 % for the price.

- 4.2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 40 %.
- 4.2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 60 %.
- 4.2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 40/60 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (40%) and Price (60%)

		Bidder 1	Bidder 2	Bidder3
Overall Technical Score		90/100	70/100	80/100
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$90/100 \times 40 = 36$	$70/100 \times 40 = 28$	$80/100 \times 40 = 32$
	Pricing Score	$45/55 \times 60 = 49.2$	$45/50 \times 60 = 54$	$45/45 \times 60 = 60$
Combined Rating		85.2	82	92
Overall Rating		2	3	1

- 4.2.8 A maximum of two (2) Standing Offers will be awarded as a result of this solicitation.

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 (<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 the Issuance of a Standing Offer and Additional Information

C1. Bidders must provide a copy of their valid WHMIS Certification.
C2. Workmen's Compensation Certificate and Number.
C3. The Bidder must provide a copy of their Health and Safety Plan for the proposed work prior to contract award.
C4. The Bidder must provide a list of all sub-contractors and a description of what work will be sub-contracted.

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) 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.

PART 6 – SECURITY AND INSURANCE REQUIREMENTS

6.1 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex “C”.

If the information is not provided in the offer, 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.

PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. Standing Offer

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work: Annex “A”

7.2 Security Requirements

There is no security requirement applicable to this Standing Offer.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

[2005](#) (2015-07-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offer 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.

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.

Financial Reporting

The data must be submitted on a Quarterly Basis to the Standing Offer Authority and the Project Authority.

The quarterly reporting periods are defined as follows:

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

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

This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide the following information in each report:

- the Health Canada project number, the call-up number and the invoice number;
- the call-up date and invoice date;
- a brief description of the work performed;
- the amount of the invoices being claimed against the Health Canada project number; and
- the amount for any tax (including GST/HST).
- A copy of the Certificate(s) of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force.

Inventory Reporting

The data must be submitted on a Monthly Basis to the Standing Offer Authority and the Project Authority.

The data must be submitted to the Standing Offer Authority no later than 10 calendar days after the end of the reporting period.

The Offeror must provide the following information in each report:

- stored parts by part number, part description;
- quantity on hand, refurbished or non-refurbished;
- quantity reserved for each Health Canada refurbishing project (referencing the Health Canada Project Number and Call-up Number);
- quantity on order and substitute parts; and
- cubic footage of stored parts for each Health Canada project number.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making Call-Ups against the standing offer is from the date of contract award to March 31st 2018.

7.4.2 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 two (2) one year option periods, 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 thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: David Sullivan
Title: Senior Contracting and Procurement Officer
Department: Health Canada - Santé Canada
Directorate: FOD
Division: MAMD
Address: 200 Eglantine Driveway
Ottawa, ON K1A 0K9
Telephone: 613-415-4904
E-mail address: david.j.sullivan@hc-sc.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.

7.5.2 Project Authority

To be determined at Standing Offer award.

7.5.3 Offeror's Representative

To be determined at Standing Offer award.

7.6 Proactive Disclosure of Contract with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Health Canada.

7.8 Call-Up Procedures

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

The Offeror's order of ranking is as follows:

Ranked first: _____

Ranked second: _____

(Insert as many lines as there are contractors)

7.9 Call-Up Instrument

The work will be authorized or confirmed by the Identified User using a Call-Up against Standing Offer form 942.

7.10 Limitation of Call-ups

Individual Call-Ups against the Standing Offer must not exceed \$200,000.00. Any Call-Up in excess of this threshold must be approved by the Standing Offer Authority.

7.11 Financial Limitation

The total cost to Canada resulting from callups against the Standing Offer must not exceed the sum of \$3,000,000.00 (Applicable Taxes excluded) for the initial Standing Offer period and \$1,500,000.00 (Applicable Taxes excluded) for each of the two (2) subsequent option period unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 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 2010C (2015-07-03);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements
- h) 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)..

7.13 Applicable Laws

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

7.14 Insurance Requirements

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in

Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than “A-”. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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.

8.1 Statement of Work

The contractor must provide the necessary items and perform the Work described in the Call-Up against the Standing Offer.

8.2 General Conditions

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

8.3 Term of the Contract

8.3.1 Period of the Contract

The work must be completed in accordance with the Call-Up against the standing offer.

8.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

8.5 Payment

8.5.1 Basis of Payment

Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Call-Up, the Contractor will be paid the firm price stipulated in the call-up, calculated in accordance with Annex “B”, Basis of Payment. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

8.5.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

8.6 Invoicing Instructions

-
1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must include the following:

- a) the Contract title, number and financial code;
 - b) the date;
 - c) a description of the Work performed;
 - d) timesheets (if payment is based on hourly/per diem rates);
 - e) evidences of actual Cost (Cost Reimbursable Elements);
 - f) the amount of the progress payment being claimed; and
 - g) the amount for any tax (including GST/HST).
2. Invoices must be distributed as follows:
 - a. One (1) copy must be forwarded to the address shown on page 1 of the Call-up for certification and payment.

8.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "C". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

1.0 SCOPE**1.1 Title**

Refurbishing Systems Furniture for use in Health Canada
Facilities Located in the National Capital Region

1.2 Introduction

Public Works and Government Services Canada (PWGSC) has taken the lead in facilitating a government wide work place initiative to create a modern workplace that will attract, retain and enable public servants to be responsive, innovative and efficient in serving Canadians. This initiative, named 'Workplace 2.0', is intended to renew outdated office space and to re-brand government as a modern place to work.

The new standards are based on the amount of time workers spend in the office, assigning smaller individual spaces and more group areas. Four types of worker profiles have been developed for workspaces; Fixed Workers, Flex Workers, Free Workers and Leadership Workers.

These new work space standards have also resulted in changes to the standards for office furniture, panels etc. For example, the maximum allowable height for an office panel is now 1370 mm (54 in.).

Health Canada, in collaboration with PWGSC has incorporated elements of Workplace 2.0 at several of its facilities resulting in a 15% to 25% reduction in accommodation costs for the Department.

Health Canada has made a decision to re-use/refresh existing systems furniture as they continue to incorporate elements Workplace 2.0 into their various facilities in the National Capital Region. This decision not only has positive financial implications, but also has a significant environmental impact.

For example;

The reuse of 100 work stations spares approximately 75,000 pounds of waste from entering a landfill site when only the fabric is replaced and the exterior frame refinished on a refurbished panel, the result is that 98% of the panel by weight is reused.

In making this decision Health Canada will make a substantial contribution toward sustaining the environment and meeting the requirements of its Green Building Strategic Framework. Health Canada's Green Building Strategic Framework promotes a lifecycle approach that will result in better environmental and health performance of projects. For office accommodation and fit-up projects, the Framework commits the department to strive to achieve the environmental performance criteria contained in the [LEED CI](#) or [Green Globes Fit-up](#) standards.

The Department currently has a requirement for up to 1,500 workstations. This Statement of Work describes the requirements for refurbishing open plan panel based work stations for re-use by Health Canada, in their facilities in the National Capital Region. Furniture is currently located at a number of Health Canada-storage locations within the National Capital Region (NCR).

1.3 Scope

This Statement of Work (SOW) describes the requirements for refurbishing open plan panel-based work stations for re-use by Health Canada, in their facilities in the National Capital Region. The Original Equipment Manufacturers (OEM's) of the work stations to be refurbished are:

Teknion – TOS Series

The Contractor is required to provide services as described in this Annex (Statement of Work), Section 1.0 (Scope), SECTIONS A, B and C. Such services include but are not limited to furniture refurbishment, cleaning, warehousing, furniture demolition, installation, and reconfiguration, etc.

1.4 Objectives of the Requirement

To re-use/refurbish/re-configure existing systems furniture and incorporate Workplace 2.0 into Health Canada's various facilities in the National Capital Region on an 'as and when' requested basis.

2.0 DOCUMENT FRAMEWORK

The Annex has been divided into three sections - Section A, Section B and Section C.

Section A identifies the mandatory technical requirements for the open plan panel-based work stations being refurbished.

Section B identifies the mandatory service requirements for the contractor to refurbish the open plan panel-based work stations.

Section C identifies the service requirements for the contractor (or sub-contractor) to reconfigure the open plan panel-based work stations.

*The Contractor will be responsible for the delivery of all work described in this Statement of Work and providing all equipment, including personal safety equipment, tools, labour, transportation, vehicles and facilities required to complete the work.

3.0 DEFINITIONS

3.1 Open Plan Panel Based Work Stations

Work stations which are comprised of interconnecting panels, supported components, freestanding components.

3.2 Work Station Refurbishing

For the purposes of this requirement, refurbishing is defined by the following statements:

- A reconditioning of the original open plan panel based work station to add value to the product by being cosmetically improved.
- Panel refurbishing includes but is not limited to replacing worn or dated fabric, replacing or painting trim, reducing panel height and/or width and cleaning, as required.
- Supported component refurbishing includes but is not limited to reducing work surface width and/or depth, altering work surface shapes, replacing laminate on work surfaces, replacing work surface edges and cleaning; painting overhead storage units, replacing hardware such as receding door hardware and locks as required, and cleaning as required.

-
- Freestanding component and file cabinet (two and four drawer) refurbishing includes but is not limited to painting the unit, replacing top edges, replacing hardware such as casters, drawer slides and locks as required, and cleaning, as required.

4.0 REFERENCES

- 4.1 The performance of all work required under this Standing Offer must be conducted in accordance with the following publications including their standards and guidelines. An undated reference is to the latest issue.
- 4.2 **American National Standards Institute/National Electrical Manufacturers Association**
NSI/NEMA LD-3 High Pressure Decorative Laminates
- 4.3 **ASTM International**
D523-89(1999) Standard Test Method for Specular Gloss
D4060-01 Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser
- 4.4 **Association for Contract Textiles** Performance Guidelines
- 4.5 **American National Standards Institute/BIFMA International**
ANSI/BIFMA e3-2011e American National Standard - Furniture Sustainability
ANSI/BIFMA x5.9 American National Standard for Office Furnishings – Storage Units, Tests
NSI/BIFMA x5.6 American National Standard for Office Furnishings - Panel Systems, Tests
- 4.6 **American Association of Textile Chemists and Colorists (AATCC)**
EP-1 Grey Scale for Color Change

SECTION A –MINIMUM QUALITY STANDARDS

A1.0 GENERAL REQUIREMENTS

Workmanship

The refurbished components shall be uniform in quality, style, material and workmanship and shall be clean and free from any defects that may affect appearance, serviceability or safety.

All refurbished products supplied under this SOW will be of an equivalent quality, material and workmanship to the OEM product and must withstand daily use with a minimum of maintenance and repair.

Turnaround Time

The turnaround time for workstation refurbishment is as follows:

- 0 – 20 workstations – 2 weeks;
- 20 – 50 workstations – 3 weeks;
- Over 50 workstations – 4 – 6 weeks.

A2.0 DETAILED REQUIREMENTS

A2.1 Panel Refurbishing

The original fabric will be removed from the panel for replacement.

New fabric will be mounted squarely to the panel frame, pulled taut to ensure no sagging and secured in accordance with the OEM's installation instructions.

All exposed metal parts will be cleaned to remove dirt, scuff marks, blemishes etc., accumulated during service.

Metal parts must be inspected for scratches, and if necessary prepared for surface refinishing.

All metal parts, such as side rails, connectors, base plates etc., requiring painting must be removed from the panel. Leveling glides are to be verified if functional and repaired.

Metal parts requiring surface refinishing must be sanded, cleaned and finished using low VOC content or non-toxic surface coatings.

There must be no tool, machine or cross sanding marks.

Panels include individual panels and segmented panels.

Panels will be cut to provide an opening of 915 mm (36 in.) for wheelchair access, and 1295 - 1372 mm (51 - 54 in.) seated privacy. The dimensions listed are for information purposes only.

A2.2 Panel Fabric

The fabric used to reupholster panels must be manufactured from recycled or other environmentally appropriate material.

The fabric used to reupholster panels must not contain any chlorinated artificial fibres.

The fabric used to reupholster panels must not contain any halogenated fire retardants.

There must be at least five (5) distinct, mid-range quality fabric patterns and solids with multiple colour ways proposed, all of which must be available for Health Canada to select from.

All fabric patterns offered must meet the performance requirements stated in Section A3.2.

A2.3 Work Surfaces

All work surfaces must be cleaned to remove dirt, blemishes etc. accumulated during service.

When a surface must be re-laminated, the resultant work surface must be a balanced construction to resist warping and the underside must be smoothly finished.

Work surface laminates must be available in grey, beige and wood grain as a minimum.

The laminate used must meet the performance requirements specified in Section A3.1.

When a work surface edge is replaced, the resultant work surface edge that is designed for a user to rest the forearm or wrist must have a radius of at least 3mm (0.12in.).

Rectangular work surfaces must be cut to depths of 610 mm (24 in.), and widths ranging between 305 mm - 1485 mm (12 - 66 in.).

Non-rectangular work surfaces e.g. 5-sided corners, transitional work surfaces, must be cut to the size and shape specified by Heath Canada.

A2.4 Pedestals

All pedestals must be cleaned to remove dirt, blemishes etc. accumulated during service.

All exposed metal must be inspected for scratches, and if necessary prepared for surface refinishing.

Metal parts requiring surface refinishing must be sanded, cleaned and finished using low VOC content or non-toxic surface coatings.

There must be no tool, machine or cross sanding marks.

All worn, dysfunctional or missing moving parts such as drawer slides, casters and locks must be replaced.

Replacement drawer slides for file drawers must allow the drawer to fully extend, allowing complete vertical access to usable clear space.

Replacement drawer slides for box drawers must allow the drawer to extend a minimum three quarter extension.

The locks or locking devices must be re-cored or rekeyed as applicable. A master key must be provided for all key lock combinations.

Replacement hardware must meet the performance requirements specified in Section A3.3.

A2.5 Overhead Storage Units and File Cabinets (2 drawers and 4 drawers)

All overhead storage units and file cabinets (2 and 4 drawers) must be cleaned to remove dirt, blemishes etc. accumulated during service.

All exposed metal must be inspected for scratches, and if necessary prepared for surface refinishing.

Metal parts requiring surface refinishing must be sanded, cleaned and finished using low VOC content or non-toxic surface coatings.

There must be no tool, machine or cross sanding marks.

All worn, dysfunctional or missing moving parts such as slides and locks must be replaced.

Replacement hardware must meet the performance requirements specified in Section A3.3 and A3.4.

Adhesives used must meet the requirements as specified in Section A2.6.

A2.6 Adhesives

Adhesives used in the refurbishing of open plan panel based work stations must be free of Hazardous Air Pollutants (HAP's)

A3.0 PRODUCT PERFORMANCE REQUIREMENTS

The materials used to refurbish work stations must meet the performance requirements listed below.

A3.1 Work Surface Replacement Laminate

If a high pressure laminate is not used to re-laminate work surfaces, the following tests must be performed on the material used to ensure compliance with the National Standard for Interconnecting Panel Systems and Supported Components – CAN/CGSB 44.229.

Gloss – When tested in accordance with ASTM D 523-89(1999), the 60° specular gloss must not be greater than 45.

Impact Resistance - There must be no cracking at 762 mm (30 in.) when tested in accordance with ANSI/NEMA LD 3-2005.

Abrasion Resistance - The loss of the finish must not exceed 0.020 g per 500 cycles, using a CS-10 wheel with a 1000g load when tested in accordance with ASTM D 4060-01.

Colour Stability – The finish, after exposure, when tested in accordance with ANSI/NEMA LD3-2005 (section 3), must not show a change in colour greater than grey scale 4 contrast by reference to AATCC EP1.

A3.2 Fabrics

The fabric must pass the applicable tests and acceptance levels specified in the ACT Voluntary Performance Guidelines for Wrapped Panels and Upholstered Walls in accordance with the requirements listed below.

Properties	Test Method	Requirements
Flammability	ASTM E84-03	Class A or Class 1
Wet Crocking	AATCC 8-2001	Grade 3 minimum
Dry Crocking	AATCC 8-2001	Grade 4 minimum
Colourfastness to Light	AATCC 16 Option 1 or 3-2003	Grade 4 minimum at 40 hours
Breaking Strength	ASTM D5034-95 (2001) (Grab Test)	35 lbs. minimum in warp and weft

A3.3 Drawer Slides, Casters and Lock Mechanisms

Replacement drawer slides, casters and lock mechanisms must meet the applicable acceptance levels, when tested in accordance with the appropriate sections of ANSI/BIFMA X5.9 – Storage Units – Tests.

A3.4 Receding Door Hardware for Overhead Storage Units

Replacement receding door hardware must meet the applicable acceptance levels, when tested in accordance with the appropriate sections of ANSI/BIFMA X5.6 (2010) – Panel Systems – Tests.

A4.0 WARRANTY

The refurbished work stations shall have a lifetime of at least five (5) years in daily use in an office environment, from the day of delivery and acceptance by Health Canada.

A5.0 PACKAGING

Packaging must consist of readily recyclable material, and/or materials taken from renewable resources or be a multi-use system i.e. reusable.

All packaging materials must be easily separable by hand into recyclable parts consisting of one material (e.g. cardboard, plastic, paper).

A6.0 SUPPLIER'S IDENTIFICATION

Each refurbished workstation component consisting of a work surface, or panel or serves as storage, must be permanently and legibly marked with:

- the suppliers name;
- the contract number and;
- the expiry date of warranty or the date of refurbishing.

SECTION B – MINIMUM SERVICE STANDARDS

B1.0 GENERAL REQUIREMENTS

Services

The refurbishment services include, at a minimum, the following:

1. Inspection and inventory of open plan panel based workstations on site at Health Canada Facilities.
2. Dismantling and removal of workstations on site at Health Canada Facilities.
3. Copy of the Workmen' compensation certificate for every job site required upon site identification.
4. Refurbishing of open plan panel based workstations.
5. Pick-up and delivery and transportation of work stations from Health Canada's facility to the supplier's facility to a Health Canada facility in the National Capital Area.
6. Installation of refurbished work stations.
7. Storage of refurbished and non-refurbished open plan panel based work stations and small parts/hardware items.
8. Provide and maintain an electronic version (Microsoft Excel) of an asset management system for Health Canada to access inventoried assets.
9. Storage services for refurbished and non-refurbished furniture.

The Contractor will be required to begin work within 48 hours from the time the Call-Up is issued.

The Contractor will be required to respect all environmental sensitivity postings and guidelines in Health Canada occupied space.

When work is being performed, a supervisor must be on site at all times.

B2.0 DETAILED REQUIREMENTS

B2.1 Inspection of Existing Open Plan Work Stations and File Cabinets

***The Contractor is responsible for the cost of inspection of the workstations. An inspection may be required prior to issuance of a call-up.**

Work stations must be inspected on site with Health Canada personnel.

The inspection will evaluate the structural integrity of the open plan work stations and confirm that any damage is superficial or can be addressed fully by refurbishing.

Work station components, such as panels, work surfaces, pedestals shall be categorized to define the level of refurbishing required as follows:

- Limited structural integrity;
- Severely damaged;
- Require cleaning only;
- Require cleaning and limited replacement of component hardware;
- Require new finishes, i.e. re-skin panels, re-laminate work surfaces, re-paint pedestals;
- Require new finishes as stated above, with limited replacement of component hardware.

Those components which are deemed to have limited structural integrity or to be severely damaged must be set aside for component salvage and recycling by Health Canada.

Components which require cleaning only and limited replacement of component hardware such as glide replacement, lock replacement, must be set aside for on-site cleaning/replacing in an unoccupied area of the Health Canada facility.

All other work station components must be picked up by the Contractor and delivered to the contractor's facility for refurbishing services.

B2.2 Cleaning of Panels

When 'cleaning only' is required, cleaning must be completed on-site.

When cleaning and with limited replacement of component hardware such as glide replacement and lock replacement, services must be completed on-site.

The cleaning process used, both on-site at Health Canada facilities and off-site at the contractor's location will require extraction of soil, dust emulsified oils, bio pollutants such as hair, skin cells and pollens, and any residue left by previous cleaning processes.

The cleaning agents used must be hypo-allergenic, non-toxic, dye and perfume free, contain no solvents, volatile organic compounds (VOC's), phosphates or other hazardous materials and be fully biodegradable.

The environmental impacts of cleaning must be addressed through a reduction in the use of cleaning chemicals, through the use of appropriate dosages or the use of cleaning techniques such as Cleaning Force Ratio (CFR) technology.

Turnaround Time - Cleaning of Panels

The turnaround time for cleaning of items is as follows:

0 – 20 workstations – 1 week;
21 – 50 workstations – 2 weeks;
Over 50 workstations – 3 – 4 weeks.

B2.3 Work Station Refurbishing

The Contractor is responsible for on-site removal of accessories, undermount lights, keyboards and undermount pencil trays. The Contractor will also ensure under that previous holes are filled in to facilitate the next keyboard installation.

All components picked up by the contractor for refurbishing must be cleaned, disassembled as needed, painted and/or resurfaced and reassembled with replacement components when necessary.

The cleaning agents used must be hypo-allergenic, non-toxic, dye and perfume free, contain no solvents, volatile organic compounds (VOC's), phosphates or other hazardous materials and fully biodegradable.

All hardware and components must be neatly installed to the manufacturer's instructions, and properly fitted and adjusted to ensure correct operation.

All work must be fabricated square, level, plumb and straight.

All components must be refurbished in accordance with the requirements stated in paragraphs A2.1, A2.3 A2.4 and A2.5

Previous holes must be filled in to facilitate the next keyboard install.

All components and hardware which will not be used in the refurbished work station must be set-aside for disposal or recycling by Health Canada.

Fabric removed from panels must be set-aside for disposal or recycling.

All hardware components including gables, C Legs and bracketry must be painted when required to match panel frame colour.

Power poles must be painted and/or cut when required.

File Cabinets must be cleaned, disassembled as needed, painted and reassembled with replacement components when necessary.

All products must be reassembled then cleaned on site.

B2.4 Pick Up, Delivery and Transportation of Product

The Contractor must use vehicles in good working condition and in compliance with all federal and provincial laws and regulations for operation.

Vehicles used to transport product should be energy efficient to reduce the impacts of climate change.

All vehicles must be sufficiently equipped with clean protective equipment to ensure the safe transit and delivery of the refurbished work stations.

The Contractor is responsible for picking up and delivering products to the identified HC space/locations. (Health Canada will make all of the necessary arrangements with building managers for the use of elevators and loading docks). Transportation, inspection, pick-up and delivery costs are the responsibility of the contractor.

The refurbished work stations must be picked up and delivered to and staged at the exact location specified in the Call-Up. Delivery to the loading dock is not acceptable.

When applicable, the contractor must take all necessary actions to safeguard refurbished work stations during inclement weather.

The contractor must leave the government facilities in a clean condition and remove all packing materials, rubbish and debris, when delivering work stations to Health Canada.

Pick-up and delivery must be made during the normal working hours of 8:00 to 18:00 EST, Monday to Friday, unless otherwise mutually agreed in writing between Health Canada and the contractor.

All vehicles used on the site must be clearly identified, clean and meet provincial safety standards. Parking and driving on turf is to be avoided. The Contractor must ensure that all the vehicles used are properly registered and carry all permits, licenses or exemptions required by the appropriate Municipal, Provincial or Federal Regulatory Bodies and all related costs. Health Canada may ask for proof of operating licenses and permits upon request.

B2.5 Installation

When required, installation must be completed in accordance with the OEM's published guidelines.

Upon completion of the installation, each component of the open plan panel based work stations must be in an operable condition.

The contractor must leave the government facilities in a clean condition and remove all packing materials, rubbish and debris, upon completion of the installation of workstations at Health Canada. The site must present a neat and orderly appearance. Final clearing and cleanup must be done promptly and properly. The contractor is required to deliver to their premises and recycle cardboard containers and packaging materials.

Installation must be made during the normal working hours of 8:00 to 18:00 EST, Monday to Friday, unless otherwise mutually agreed in writing between the purchaser and contractor.

B2.6 Storage

All open plan panel based work station components refurbished and non-refurbished shall be stored in a secured facility which meets all safety requirements.

The facility must be equipped with a wet sprinkler system, alarm and a temperature-controlled climate.

All products must be stored clear of the floor in a manner to prevent damage.

Storage must be available on both a short term and mid-term basis, where mid-term storage is defined as no more than 90 days.

Storage fees shall not be charged until after a period of one month after the furniture has been re-furbished and confirmation that the services have been rendered and accepted by Health Canada.

B2.7 Maintenance of an Inventory

Health Canada will initially provide the contractor with a request using a Call-Up to re-furbish, before they are required to maintain an inventory.

The minimum parts/component information required for all stored parts must be by part number, part description, quantity on hand, refurbished or non-refurbished, quantity reserved for Health Canada refurbishing project (referencing the Health Canada Project Number and Call-Up Number), quantity on order and substitute parts if applicable. There must be a copy of all of the components/ parts carried in the Contractor's stores.

The minimum parts/component information shall be by OEM systems manufacturer.

All inventories are to be kept within each mini project and by Call-Up number and Standing Offer number.

B2.8 Maintain an Asset Management System

The contractor must provide an electronic version (Microsoft Excel) of their asset management system for the Health Canada's inventory of products, i.e. both refurbished and non-refurbished products.

The asset management system should:

- Maintain a component parts listing required to refurbish work stations for each open plan panel system manufacturer used by Health Canada;
- Maintain a components parts listing by open plan panel system manufacturer for all products which have been refurbished;
- Maintain a components parts listing by open plan panel system manufacturer for all products which have been received by the contractor, but not yet refurbished;
- Have the ability to reserve components for a job;
- Have the ability to notify a designated Health Canada official when items are refurbished for a job;
- Have the ability to notify the designated Health Canada official(s) when an item reorder is needed to refurbish open plan panel systems;
- Have the ability to produce easy to read reports detailing Health Canada inventories.

SECTION C – FURNITURE SYSTEMS RECONFIGURATION

C1.0 Furniture Systems Reconfiguration

To de-install systems furniture into its parts, pack, pick-up, load, relocate, transport, re-install in accordance with specifications and floor layouts provided by the Health Canada Project Manager (PM) and in accordance with the manufacturer's specifications as instructed by the Health Canada PM. The Contractor shall provide the tools and trained staff necessary to conduct this work.

Turnaround Time

All timelines are based on 10 men crews and a combination of working hours and after hours (activities include: dismantling, packing, pick-up, loading, relocating, transporting, re-installation of workstations).

1 – 20 workstations: 30 hours

21 – 50 workstations: 60 hours

51 - 100 workstations: 120 hours

Over 100 workstations: to be negotiated

5.0 OTHER TERMS AND CONDITIONS OF THE STATEMENT OF WORK

5.1 Method and Source of Acceptance

All deliverables/services rendered under this requirement are subject to inspection by the Project Authority and/or Project Manager. Should any deliverable/service not be to the satisfaction of the Project Authority, as submitted, the Project Authority shall have the right to reject it or require correction before payment will be authorized.

Where specifically required to do so by Health Canada, the Contractor must provide the services of the personnel named in the proposal to perform the work, unless the Contractor is unable to do so for reasons beyond his/her control.

5.2 Change Management Procedures

The Contractor shall propose (in writing) any changes to the scope of work for the consideration and agreement by the Project Authority. In identifying a suggested change, the Contractor shall identify why they are recommending the change, the estimated cost of the change, and the impact on resources (Contractor and Crown) and project deliverables.

No changes will be implemented to this Statement of Work without first obtaining the approval of the Project Authority, and upon receipt of a formal amendment to the contract raised by the Contracting Authority signed by the Departmental Representative. The Contractor shall not proceed with work outside of the scope of the contract prior to receiving a written amendment.

6.0 HEALTH CANADA'S OBLIGATIONS
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Health Canada shall:

Provide to the Contractor, all relevant information, documentation, policies and procedures and other materials relating to the SOW;

Provide input/feedback on all draft reports and other work materials submitted by the Contractor within five (5) business days of receiving the document;

Meet with the Contractor upon request to discuss progress, problems and other issues relating to the SOW.

6.1 Contractor's Obligations

In addition to the obligations outlined in Section 2.0 of this Statement of Work, the Contractor Shall:

- Return all materials belonging to Health Canada upon completion of the Contract;
- Submit all written reports in electronic Excel format (editable version);
- Maintain an Asset Management System as per B2.8;
- Attend meeting(s) at Health Canada sites, if required; and/or,
- Conduct and maintain all documentation in a secure area.

6.2 Location of Work, Work Site and Delivery Point

Work is to be completed in the National Capital Region within a 50km radius of Tunney's Pasture with the exact location to be determined based on each individual Call-Up)

6.3 Language of Work

The application and services provided must be available in both English and French. Reporting on all deliverables described in the Statement of Work, may be submitted in English, French or both.

**ANNEX “B”
BASIS OF PAYMENT**

Prices identified will be applied for the initial period of the standing offer as well as all option periods.

TEKNION – TOS Series

PANELS						
Item No.	Finished Panel Height*	Finished Panel Width	A) Firm Unit Price: Panel Cleaned	B) Firm Unit Price : Panel, Resized & Re-skinned	C) Firm Unit Price : Panel, Resized , Re-skinned & Painted	D) Firm Unit Price: Re-Skinned Only
1.	1295 - 1372 mm (51 - 54 in.)	457 mm (18 in.)				
2.	1295 - 1372 mm (51 - 54 in.)	610 mm (24 in.)				
3.	1295 - 1372 mm (51 - 54 in.)	762 mm (30 in.)				
4.	1295 - 1372 mm (51 - 54 in.)	915 mm (36 in.)				
5.	1295 - 1372 mm (51 - 54 in.)	1065 mm (42 in.)				
6.	1295 - 1372 mm (51 - 54 in.)	1220 mm (48 in.)				
7.	1295 - 1372 mm (51 - 54 in.)	1372 mm (54 in.)				
8.	1295 - 1372 mm (51 - 54 in.)	1525 mm (60 in.)				
9.	890 - 940 mm (35 - 37 in.)	457 mm (18 in.)				
10.	890 - 940 mm (35 - 37 in.)	610 mm (24 in.)				
11.	890 - 940 mm (35 - 37 in.)	762 mm (30 in.)				
12.	890 - 940 mm (35 - 37 in.)	915 mm (36 in.)				
13.	890 - 940 mm (35 - 37 in.)	1065 mm (42 in.)				
14.	890 - 940 mm (35 - 37 in.)	1220 mm (48 in.)				
15.	890 - 940 mm (35 - 37 in.)	1372 mm (54 in.)				
16.	890 - 940 mm (35 - 37 in.)	1525 mm (60 in.)				
	TOTAL (Items 1 to 16)		A)	B)	C)	D)

***NOTE: Approximately 95% of panels will have a finished height of 1295 - 1372 mm (51 - 54 in.)**

***NOTE: The Contractor is to provide same pricing based upon 3 segmented panels or 4 segmented panels.**

WORK SURFACES: RECTANGULAR					
Item No.	Finished Work Surface Width	Finished Work Surface Depth	A) Firm Unit Price: Work Surface Cleaned	B) Firm Unit Price : Work Surface Resized & Edged	C) Firm Unit Price : Work Surface Resized, Edged & Re-laminated
17.	305 mm (12 in.)	610 mm (24in.)			
18.	457 mm (18 in.)	610 mm (24in.)			
19.	610 mm (24 in.)	610 mm (24in.)			
20.	762 mm (30 in.)	610 mm (24in.)			
21.	915 mm (36 in.)	610 mm (24in.)			
22.	1065 mm (42 in.)	610 mm (24in.)			
23.	1220 mm (48 in.)	610 mm (24in.)			
24.	1372 mm (54 in.)	610 mm (24in.)			
25.	1525 mm (60 in.)	610 mm (24in.)			
26.	1675 mm (66 in.)	610 mm (24in.)			
27.	1828 mm (72 in.)	610 mm (24in.)			
28.	1372 mm (54 in.)	762 mm (30 in.)			
29.	1828 mm (72 in.)	762 mm (30 in.)		Not Applicable	Edged & Re-laminated
	TOTAL (Items 17 to 29)		A)	B)	C)

WORK SURFACES: NON RECTANGULAR				
Item No.	Finished Work Surface Size	D) Firm Unit Price: Work Surface Cleaned	E) Firm Unit Price: Resized & Edged Work Surface	F) Firm Unit Price : Resized, Edged & Re-laminated Work Surface
30.	5 Sided Corner Unit: 457 mm x 915 mm x 915 mm x 457 mm (18 in. x 36 in. x 36 in. x 18 in.)			
31.	5 Sided Corner Unit: 610 mm x 915 mm x 610 mm (24in. x 36 in. x 36 in. x 24 in.)			
32.	5 Sided Corner Unit: 610 mm x 1065 mm x 1065 mm x 610 mm (24in. x 42 in. x 42 in. x 24 in.)			
33.	5 Sided Corner Unit: 610 mm x 1220 mm x 1220 mm x 610 mm (24in. x 48 in. x 48 in. x 24 in.)			
34.	5 Sided Corner Unit: 762 mm x 1065 mm x 1065 mm x 762 mm (30 in. x 42 in. x 42 in. x 30 in.)			
35.	5 Sided Corner Unit: 762 mm x 1220 mm x 1220 mm x 762 mm (30 in. x 48 in. x 48 in. x 30 in.)		Not Applicable	Edged & Re-laminated
36.	Transitional Unit: 457/610 mm d x 762 mm w (18/24 in. d x 30 in. w)			
37.	Transitional Unit: 457/610 mm d x 915 mm w (18/24 in. d x 36 in. w)			
38.	Transitional Unit: 457/610 mm d x 1065 mm w (18/24 in. d x 42 in. w)			
39.	Transitional Unit: 457/610 mm d x 1220 mm w (18/24 in. d x 48 in. w)			
	TOTAL (Items 30 - 39)	D)	E)	F)

STORAGE UNITS: PEDESTALS, FILE and OVERHEAD CABINETS			
Item No.	Storage Configuration	A) Firm Unit Price: Cleaned Only	B) Firm Unit Price: Repainted
40.	Pedestal, Mobile with 2 box drawers, 1 file drawer		
41.	Pedestal Mobile with 2 file drawers		
42.	Overhead Cabinet 762 mm wide (30 in. wide)		
43.	Overhead Cabinet 915 mm wide (36 in. wide)		
44.	Light Boxes (in overhead cabinet)		
45.	Cabinets with 2 file drawers		
46.	Cabinets with 4 file drawers		
	TOTAL (Items 40 - 46)	A)	B)

HARDWARE		
Item No.	Hardware	A) Firm Unit Price:
47.	Box Drawer Slides, Set of Two (2), Installed*	
48.	File Drawer Slides, Set of Two (2), Installed*	
49.	Lock Mechanism with Two (2) Keys, Installed*	
50.	Casters, Set of Four (4), Installed*	
51.	Panel Glide (1), Installed*	
52.	Receding Door Hardware, Installed*	
	TOTAL (Items 47 - 52)	A)

***NOTE: Cost of hardware must include installation of hardware to component**

PRICING SUMMARY: PANELS – Teknion	TOTAL PRICE
A) Panel Cleaned Only (Total of Items 1 to 16)	
B) Panel Resized and Re-skinned (Total of Items 1 to 16)	
C) Panel Resized, Re-skinned and Repainted (Total of Items 1 to 16)	
D) Panel Re-skinned only (Total of items 1 to 16)	
Price for Refurbished Panels (A + B + C + D)	
HST	
TOTAL PRICE for Refurbished Panels (A + B + C + D) + HST	

PRICING SUMMARY: WORKSURFACES – Teknion	TOTAL PRICE
A) Work Surface, Rectangular, Cleaned Only (Total - Items 17 - 29)	
B) Work Surface, Rectangular, Resized and Edged (Total - Items 17 -29)	
C) Work Surface, Rectangular, Resized, Edged and Re-laminated (Total - Items 17 -29)	
D) Work Surface, Non- Rectangular, Cleaned Only (Total - Items 30 - 39)	
E) Work Surface, Non-Rectangular, Resized and Edged (Total - Items 30 -39)	
F) Work Surface, Non-Rectangular, Resized, Edged and Re-laminated (Total - Items 30 -39)	
Price for Refurbished Work Surfaces (A + B + C + D + E + F)	
HST	
TOTAL PRICE for Refurbished Work Surfaces (A + B + C + D + E + F) + HST	

PRICING SUMMARY: STORAGE UNITS (Pedestals/Overhead Cabinets) - Teknion	TOTAL PRICE
A) Storage Units (Pedestals/Overhead Cabinets) Cleaned Only (Total - Items 40 - 44)	
B) Storage Units (Pedestals/Overhead Cabinets) Repainted (Total - Items 40 - 44)	
Price for Refurbished Storage Units (Pedestals /Overhead Cabinets) (A + B)	
HST	
TOTAL PRICE for Refurbished Storage Units (A + B) + HST	

PRICING SUMMARY: HARDWARE- Teknion	TOTAL PRICE
A) Price for Hardware (Total Items 47 - 52)	
HST	
TOTAL PRICE for Hardware A + HST	

PRICING USED FOR EVALUATION PURPOSES – Teknion	TOTAL PRICE
Total Price for Refurbished Panels	
Total Price for Refurbished Work Surfaces	
Total Price for Refurbished Storage Units (Pedestals/Overhead/2-drawer/4-drawers Cabinets)	
Total Price for Hardware	
TOTAL PRICE FOR EVALUATION PURPOSES	

Pricing Grid “B”

Inspection of Open Plan Based Panel Work Stations

Provide an inspection charge per hour based upon inspections on site at Health Canada facilities during:

Regular Business Hours, Monday to Friday	8:00 to 18:00 hours	\$ _____per hour
Evenings, Monday to Friday	18:01 to 24:00 hours	\$ _____per hour
Saturdays	8:00 to 18:00 hours	\$ _____per hour

Pick-up/Delivery

Provide a pick-up/delivery charge per hour based upon delivery during:

Regular Business Hours, Monday to Friday	8:00 to 18:00 hours	\$ _____per hour
Evenings, Monday to Friday	18:01 to 24:00 hours	\$ _____per hour
Saturdays	8:00 to 18:00 hours	\$ _____per hour

Installation leave details out

Provide an installation charge per hour based upon installation during:

Regular Business Hours, Monday to Friday	8:00 to 18:00 hours	\$ _____per hour
Evenings, Monday to Friday	18:01 to 24:00 hours	\$ _____per hour
Saturdays	8:00 to 18:00 hours	\$ _____per hour

Reconfiguration (De-Installation/Re-Installation)

Provide a reconfiguration charge per hour based upon reconfiguration during:

Regular Business Hours, Monday to Friday	8:00 to 18:00 hours	\$ _____per hour
Evenings, Monday to Friday	18:01 to 24:00 hours	\$ _____per hour
Saturdays	8:00 to 18:00 hours	\$ _____per hour

Total of hourly prices for evaluation purposes \$ _____

Storage Charges

This charge must be prorated as Health Canada uses the refurbished products.

This charge may occur when due to unforeseen conditions, delivery of refurbished product against a Call-Up is postponed.

This charge may occur, if due to unforeseen conditions delivery is postponed beyond the projected scheduled end date of the contract.

\$ _____per cubic foot per month

To establish the Total Financial Evaluated Price, Pricing Grid “A” will be given a weight of 60% and Pricing Grid “B” will be given a weight of 40%.

ANNEX “C” – INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
 - o) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - p) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - q) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

- r) **Litigation Rights:** Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:
Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

All Risk Property Insurance

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Standing Offer, in an amount of not less than \$2,000,000.00. The Government's Property must be insured on Replacement Cost (new) basis.

1. **Administration of Claims:** The Contractor must notify Health Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The All Risks Property insurance policy must include the following:
 - (a) **Notice of Cancellation:** The Insurer will endeavor to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.
 - (b) **Loss Payee:** Health Canada as its interest may appear or as it may direct.
 - (c) **Waiver of Subrogation Rights:** Contractor's Insurer to waive all rights of subrogation against Health Canada as represented by the Federal Government Department who issued the Call-Up document for any and all loss of or damage to the property however caused.

Warehouseman's Legal Liability Insurance

1. The Contractor must obtain Warehouseman's Legal Liability Insurance coverage on Government Property, and maintain it in force while under its care, custody or control for storage, in an amount of not less than \$2,000,000.00. The Government's Property must be insured on a Replacement Cost (new) basis.
2. Administration of Claims: The Contractor must notify Health Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to Government Property to ensure that claims are properly made and paid.
3. The following endorsements must be included:
 - (a) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - (b) Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
 - (c) Loss Payee: Health Canada as its interest may appear or it may direct.
 - (d) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Health Canada as represented by the Federal Government Department who issued the Call-Up for any and all loss of or damage to the property however caused.

All Risk in Transit Insurance

1. The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Standing Offer, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$2,000,000.00 per shipment. Government Property must be insured on Replacement Cost (new) basis.
2. Administration of Claims: The Contractor must notify Health Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
3. The All Risk Property in Transit insurance must include the following:
 - (a) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
 - (b) Loss Payee: Health Canada as its interest appears or as it may direct.

- (c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Health Canada as represented by the Federal Government Department who issued the Task Authorization document for any and all loss of or damage to the property however caused.

Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Standing Offer, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - (b) Accident Benefits - all jurisdictional statutes
 - (c) Uninsured Motorist Protection
 - (d) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.

It is the sole responsibility of the contractor to fulfill its obligation under the Standing Offer, and to ensure compliance with required federal, provincial or municipal law. Any such insurance shall be provided and maintained by the contractor at its own expense.

Any insurance secured is to the benefit and protection of the contractor and shall not be deemed to release or diminish in any manner including as may be referenced elsewhere by the provisions of this Standing Offer.