



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St./ 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet CARPET TILES	
Solicitation No. - N° de l'invitation EP067-172868/A	Date 2017-03-06
Client Reference No. - N° de référence du client 20172868	
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-757-72637	
File No. - N° de dossier pr757.EP067-172868	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-04-18	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Papineau (PR Div.), Alain	Buyer Id - Id de l'acheteur pr757
Telephone No. - N° de téléphone (613) 983-1927 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES 140 O'CONNOR STREET (L' ESPLANADE LAURIER) OTTAWA, ONTARIO	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Clothing and Textiles Division / Division des vêtements et
des textiles
11 Laurier St./ 11, rue Laurier
6A2, Place du Portage
Gatineau, Québec K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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LIST OF ANNEXES

ANNEX "A" - REQUIREMENT

1. TECHNICAL REQUIREMENT
2. ADDRESSES
3. DELIVERABLES

ANNEX B – SPECIFICATIONS

PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with this bid solicitation.

1.2 Requirement

The "Requirement" is detailed under at Annex A of the resulting contract clauses.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

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).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders 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 the Bidder do so, so that the proprietary nature of the question(s) is

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eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

2.5 Sample

The sample may be viewed (by appointment only) at the following offices:

Public Works & Government Services Canada
Place Bonaventure, South-East Portal
800 de La Gauchetière Street West, 7th Floor
Montreal, Quebec H5A 1L6
TEL: 514-496-3404
FAX: 514-496-3822
Attention: Viviane Rouhault (viviane.rouhault@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada
Suite 480, 33 City Centre Drive
Mississauga, Ont. L5B 2N5
TEL: 905-615-2070
FAX 905-615-2023
Attention: **Jana Posavec** (jana.posavec@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada
Commercial and Consumer Products Directorate (CCPD)
6A2, Phase III,
Place du Portage
11 Laurier Street
Gatineau, Quebec K1A 0S5
Attention: Clothing Advisory Service
TEL: 819-934-0983
Attention: Alain Papineau (alain.papineau@pwgsc.gc.ca)

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation;

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, bidders 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.

3) Green Initiatives (for PWGSC information only)

Bidders are requested to provide details of their policies and practices in relation to the following initiatives:

- environmentally responsible manufacturing;
- environmentally responsible waste disposal;
- waste reduction;
- packaging;
- re-use strategies;
- recycling.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work (reference pre-award sample, Part 4, Evaluation Procedures, 4.1.1.1 Mandatory Technical Criteria).

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

C3011T 2013/11/06 Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Pre-Award Sample and Supporting Documentation

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, one (1) pre-award sample of the carpet tile, Certificates of Compliance and Test Results, must be included with the bid as follows:

- **One carpet tile: Dimensions square format
61 cm X 61 cm (24"x24")**

The Bidder must ensure that the required pre-award sample is manufactured in accordance with the technical requirement and is fully representative of the bid submitted. Rejection of the pre-award sample will result in the bid being declared non-responsive.

The Bidder must deliver the required pre-award sample, and Test Results at no charge to Canada and must ensure that they are received with the bid at time and place of bid closing. Failure to submit the required pre-award sample and certificates of compliance within the specified time frame will result in the bid being declared non-responsive. The sample submitted by the Bidder will remain the property of Canada.

Laboratory analysis of the product offered showing complete test results for specific tests listed in Annex B must be provided with the pre-award sample. Testing must be performed by an independent accredited laboratory establishment and must be in accordance with the test methods detailed in the Requirement. The laboratory report and test results must be dated after Request for Proposal posting date.

The pre-award sample will be evaluated for quality of workmanship and conformance to specified materials and measurements.

The requirement for a pre-award sample, the certificates of compliance and Test Results will not relieve the successful bidder from submitting samples as required by the contract terms or from strictly adhering to the technical requirement of this Request for Proposal and any resultant contract.

CERTIFICATE OF COMPLIANCE - DEFINITION

A Certificate of Compliance is a written statement from an appropriate official of the component manufacturer attesting the full compliance of the components to the specification. This document must be on official company stationery; it must be dated after Request for Proposal posting date and it must make reference to the applicable specification and have the original signature of the company's designated representative. Canada reserves the right to verify the statements made in the Certificate of Compliance. Full test results, demonstrating the product's compliance, will be accepted in lieu of a Certificate of Compliance.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- a. The Bidder must submit firm unit prices in Canadian dollars, applicable taxes are excluded, DDP 140 O'Connor, Ottawa, Ontario) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.

b. The Bidder must submit a firm lot price for items 1 as described in Annex A..

4.1.2.2 SACC MANUAL CLAUSE

A9033T 2012/07/16 Financial Capability
B3000T 2006/06/16 Equivalent Products

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive.

The responsive bid with the lowest evaluated price will be recommended for award of a contract. Evaluation will be established using the firm quantity at destination.

4.3 Contract Financial Security

1. If this bid is accepted, the Bidder may be required to provide contract financial security, after the bid closing date and within 10 calendar days from receipt of a written request from the Contracting Authority.
 - (a) a security deposit as defined in clause "Security Deposit Definition" in the amount of up to ten percent (10%) of the contract price.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmaturing, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
3. If Canada does not receive the required financial security within the specified period, Canada may, as its discretion, accept another offer, issue a new bid solicitation, award a contract or reject all the bids.

4.4 Security Deposit Definition

1. "security deposit" means
 - (a) a bill of exchange that is payable to the Receiver General for Canada, and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - (b) a Government guaranteed bond; or
 - (c) an irrevocable standby letter of credit, or
 - (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;
2. "approved financial institution" means
 - (a) any corporation or institution that is a member of the Canadian Payments Association;
 - (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
 - (c) a credit union as defined in paragraph 137(6) the *Income Tax Act*;
 - (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by Canadian province or territory; or
 - (e) the Canada Post Corporation.
3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
 - (a) payable to bearer;

-
- (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the *Domestic Bonds of Canada Regulations*;
 - (c) registered in the name of the Receiver General for Canada.

4. "irrevocable standby letter of credit"

- (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
 - (i) will make a payment to or to the order of Canada, as the beneficiary;
 - (ii) will accept and pay bills of exchange drawn by Canada;
 - (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
 - (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
- (b) must state the face amount which may be drawn against it;
- (c) must state its expiry date;
- (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
- (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder 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 (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Samples and Production Certification

The Bidder certifies that:

- () the manufacturer that produced the pre-award sample will remain unchanged for the pre-production samples and full production of the contract quantity.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex A.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2030 (2016-04-04), General Conditions - Goods (Higher Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Required (Desirable) - Firm Quantity

All firm deliverables are requested to be delivered complete by May 15th, 2017.

6.4.1.1 Delivery - Appointments

The Contractor or its carrier must arrange delivery appointments by contacting the client , between 7:30 a.m. and 4:00 p.m. The client may refuse shipments when prior arrangements have not been made. **Loading dock for L'Esplanade Laurier is located on Gloucester Street, between O'Connor and Bank. Truck size is limited.**

6.4.1.2 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered: Delivered Duty Paid (DDP) (Ottawa, Ontario) Incoterms 2000 for shipments from commercial contractor.

6.4.1.3 Packaging and Marking

Best commercial packaging standards to ensure safe arrival at destination.

All boxes and cartons must be labelled with the Contract Number EP067-172868/001/PR,

All goods must be delivered on skids.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Alain Papineau
Public Works and Government Services Canada
Acquisitions Branch
Commercial and Consumer Products Directorate (CCPD)
Clothing & Textiles Division

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Place du Portage, Phase III, 6A2
11 Laurier Street
Gatineau, Quebec K1A 0S5
Telephone : 613-983-1927
E-mail address: alain.papineau@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Technical Authority

The Technical Authority for this Contract is:

Public Works & Government Services Canada
Real Property Branch
1010 Somerset Street West
Ottawa (Ontario) K1A 0S5

ATTN.: _____ (to be advised at contract)

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

The person responsible for :

General enquiries

Name: _____

Telephone No.: _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No.: _____

E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment – Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified at Annex A for a cost of \$ (*amount to be inserted at contract award*). 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.

6.6.2 SACC Manual Clauses

H1000C 2008/05/12 Single Payment

6.7 Invoicing Instructions

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

Public Works Government Services Canada
Att :
1010 Somerset Street West
Ottawa (Ontario) K1A 0S5
 - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - (c) One (1) copy must be forwarded to the consignee.

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.10 Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions 2030 (2016-04-04), General Conditions - Goods (Higher Complexity);
- c) Annex A, Requirement;
- d) Purchase Description;
- e) Sealed Sample;
- f) the Contractor's bid dated _____

6.11 Materials: Contractor Total Supply

The Contractor will be responsible for obtaining all materials required in the manufacture of the item(s)

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Specified. The delivery stated for the item(s) allows the necessary time to obtain such materials.

6.12 Plant Location

Items will be manufactured at: _____

6.13 Subcontractor(s)

The following subcontractor(s) will be utilized in the performance of the contract.

Name of Company: _____

Location: _____

Value of subcontract: \$ _____

Nature of subcontracting work performed: _____

Subcontractors, other than those listed above, may not be utilized without the written permission of Canada.

6.14 Overshipment

Overshipment will not be accepted unless prior approval is obtained from the Contracting Authority.

6.15 Specifications and Standards

6.15.1 Canadian General Standards Board (CGSB) - Standards

A copy of the CGSB Standards referred to in the Contract is available and may be purchased from:

Canadian General Standards Board
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

Fax: (819) 956-5740
E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

6.16 Financial Security

1. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.

2. Where Canada so converts the security deposit:

(a) the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and

(b) if Canada enters into a Contract to have the Work completed, the Contractor will:

- (i) be considered to have irrevocably abandoned the Work; and
- (ii) remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.

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3. If Canada does not convert the security deposit to the use of Canada before completion of the contract period, Canada will return the security deposit to the Contractor within a reasonable time after such date.

4. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be reestablished to the level of the amount stated above so that this amount is continued and available until completion of the contract period.

**ANNEX A
REQUIREMENT**

1. TECHNICAL REQUIREMENT

The Contractor is required to provide Canada-Public Works and Government Services with 14,000 Square Meters of Carpet Tiles and the sealed sample as described in Annex B.

2. ADDRESSES

Destination Address	Invoicing Address
PWGSC 140 O'Connor Ottawa, Ontario	PWGSC Att : 1010 Somerset Street West Ottawa (Ontario) K1A 0S5

3. DELIVERABLES

CONTRACT QUANTITY

Firm Quantity

Item	Description	Firm Quantity	Unit of Issue	Firm Lot Price, DDP, Transportation costs included, Applicable taxes extra
1	Carpet Tiles 61cm x 61cm (24"x24")	<u>14,000 Square meters</u>	Lot	\$ _____

- We need to have the total price amount for the entire 14,000 square meter of carpet tiles.

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ANNEX B

1 GENERAL

1.01 RELATED REQUIREMENTS

- .1 General Instructions Section 01 00 10
- .2 Health and Safety Section 01 29 06

1.02 REFERENCE STANDARDS

- .1 American Association of Textile Chemists and Colorists (AATCC)
 - .1 AATCC Test Method 16-2004, Colorfastness to Light.
 - .2 AATCC Test Method 23-2005, Colorfastness to Burn Gas Fumes.
 - .3 AATCC Test Method 129-2005, Colourfastness to Ozone in the Atmosphere Under High Humidities.
 - .4 AATCC Test Method 134-2006, Electrostatic Propensity of Carpets.
 - .5 AATCC Test Method 171-2005, Carpets: Cleaning of; Hot Water Extraction Method.
 - .6 AATCC Test Method 175-2008, Stain Resistance: Pile Floor Coverings.
 - .7 AATCC Test Method 189-2007, Fluorine Content of Carpet Fibers.
- .2 ASTM International
 - .1 ASTM D 297-93(2006), Standard Test Methods for Rubber Products-Chemical Analysis.
 - .2 ASTM D 1335-05, Standard Test Method for Tuft Bind of Pile Yarn Floor Coverings.
 - .3 ASTM D 2661-08, Standard Specification for Acrylonitrile-Butadiene-Styrene (ABS) Schedule 40 Plastic Drain, Waste, and Vent Pipe and Fittings.
 - .4 ASTM D 1667-05, Standard Specification for Flexible Cellular Materials-Vinyl Chloride Polymers and Copolymers (Closed-Cell Foam).
 - .5 ASTM D 3574-08, Standard Test Methods for Flexible Cellular Materials - Slab, Bonded, and Molded Urethane Foams.
 - .6 ASTM D 3936-05, Standard Test Method for Resistance to Delamination of the Secondary Backing of Pile Yarn Floor Covering.
- .3 Canadian General Standards Board (CGSB)
 - .1 CAN/CGSB-4.2 No. 22-2004, Textile Test Methods - Colourfastness to Rubbing (Crocking).
 - .2 CAN/CGSB-4.2 No.27.6M-2004, Textile Test Methods - Flame Resistance - Methemine Tablet Test for Textile Floor Coverings.
 - .3 CAN/CGSB-4.2 No. 76-94/ISO 2551: 1981 , Textile Test Methods - Machine-Made Textile Floor Coverings - Determination of Dimensional Changes Due to the Effects of Varied Water and Heat Conditions.
 - .4 CAN/CGSB-4.2 No.77.1-94/ISO 4919:2000 , Textile Test Methods - Carpets - Determination of Tuft Withdrawal Force.
 - .5 CAN/CGSB-4.129-93(R1997), Carpets for Commercial Use.
- .4 Carpet and Rug Institute (CRI)
 - .1 CRI Carpet Installation Standard 2009.
 - .2 CRI Green Label Indoor Air Quality Testing Program.
 - .3 CRI Green Label Plus Indoor Air Quality Testing Program.

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- .5 Environmental Choice Program (ECP)
 - .1 CCD-152-2009, Flooring Products, Commercial Non-modular Textile Flooring.
- .6 Health Canada
 - .1 C.R.C., c.923-10, Hazardous Products Act - Carpet Regulations, Part II of Schedule 1.
- .7 Health Canada / Workplace Hazardous Materials Information System (WHMIS)
 - .1 Material Safety Data Sheets (MSDS).
- .8 National Floor Covering Association (NFCA)
 - .1 National Floor Covering Specification Manual 2007.
- .9 South Coast Air Quality Management District (SCAQMD), California State, Regulation XI. Source Specific Standards
 - .1 SCAQMD Rule 1113-A2007, Architectural Coatings.
 - .2 SCAQMD Rule 1168-A2005, Adhesives and Sealants Applications.
- .10 Underwriters' Laboratories of Canada (ULC)
 - .1 CAN/ULC-S102-07, Standard Method of Test for Surface Burning Characteristics of Building Materials and Assemblies.
 - .2 CAN/ULC-S102.2-07, Standard Method of Test for Surface Burning Characteristics of Flooring, Floor Coverings and Miscellaneous Materials and Assemblies.

1.03 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit in accordance with Sections 01 00 10 - General Instructions and 01 29 06 Health & Safety.
- .2 Product Data:
 - .1 Submit manufacturer's instructions, printed product literature and data sheets for carpet tile and include product characteristics, performance criteria, physical size, finish and limitations.
 - .2 Submit 2 copies of WHMIS MSDS in accordance with Section 01 29 06 - Health and Safety Requirements.
- .3 Samples:
 - .1 Submit for review and acceptance.
 - .2 Submit duplicate samples of specified carpet tile.
- .4 Certificates: submit product certificates signed by manufacturer certifying materials comply with specified performance characteristics and criteria and physical requirements.
- .5 Test and Evaluation Reports:
 - .1 Certified test reports showing compliance with specified performance characteristics and physical properties.
- .6 Manufacturer's Instructions: submit manufacturer's installation and storage instructions.
- .7 Manufacturers Reports:
 - .1 Manufacturer's Field Reports: submit manufacturer's written reports within 3 days of review, verifying compliance with specifications.
- .8 Sustainable Design Submittals:

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- .1 Low-Emitting Materials:
 - .1 Submit listing of carpet and carpet backer showing compliance with CRI Green Label Plus Indoor Air Quality Test Program.
- .9 Qualification Statements:
 - .1 Compliance: to CAN/ULC-S102 and CAN/ULC-S102.2.
 - .2 Testing: passes testing requirements of:
 - .1 Green Label Plus Indoor Air Quality Testing Program.
 - .3 Tuft bind: meets requirements of CAN/CGSB-4.129 when tested to CAN/CGSB-4.2 No.77.1.

1.04 PRODUCT SUBMITTAL

- .1 Operation and Maintenance Data: submit operation and maintenance data for supplied product.
- .2 Warranty Documentation: submit product warranty documents.

1.05 QUALITY ASSURANCE

- .1 Regulatory Requirements:
 - .1 Prequalification: compliance with Health Canada regulations under "Hazardous Products Act", Part II of Schedule 1, to CAN/CGSB-4.2 No. 27.6.
 - .2 Indoor Air Quality: compliance with CRAQ/CCI Green Label Plus Indoor Air Quality Program, CRI/CCI-IAQ requirements for maximum total volatile chemicals released into air. Label product with CRA/CCI-IAQ label.
- .2 Qualifications:
 - .1 Manufacturer: capable of providing field service representation during construction and approving application method.

1.06 DELIVERY, STORAGE AND HANDLING

- .1 Deliver, store and handle materials in accordance with manufacturer's written instructions.
- .2 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.
- .3 Storage and Handling Requirements:
 - .1 Store materials off ground indoors in dry location and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.
 - .2 Store materials protected from exposure to harmful weather conditions and at temperature conditions recommended by manufacturer.
 - .3 Store and protect carpet tile in original containers or wrapping with manufacturer's seals and labels intact.
 - .4 Store and protect carpet tile in location as directed by Departmental Representative.
 - .5 Store carpet tile at minimum temperature of 18 degrees C and relative humidity of maximum 65% for minimum of 48 hours before installation.
 - .6 Prevent damage to carpet tile during handling and storage. Keep carpet tile under cover and free from dampness.
 - .7 Safety: comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding handling and storage, of hazardous materials.
 - .8 Replace defective or damaged materials with new.

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1.07 WARRANTY

.1 Manufacturer's warranty: submit, for Departmental Representative's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to and does not limit other rights Owner may have under Contract Documents.

2 PRODUCTS

2.01 MATERIALS

- .1 Manufacturers:
 - .1 Ensure manufacturer has minimum 5 years experience in manufacturing components similar to or exceeding requirements of project.
- .2 Description:
 - .1 Project requirements: Pattern and Colour.
 - .1 Tufted loop, multi-colour / textured pattern, minimum 4 fibre colours, with colour selection to take into consideration masking soiling and staining.
 - .2 Carpet:
 - .1 Green Label Plus certified.
 - .2 40% total minimum recycled content.

2.02 PERFORMANCE

- .1 Flammability: certified for flammability to Health Canada regulations under "Hazardous Products - Carpet Regulations", Part II of Schedule 1.
- .2 Flame Spread: maximum flame spread rating 300, maximum smoke developed classification 500, when tested to CAN/ULC-S102.2.
- .3 Smoke Development: 450 or less per ASTM E 662.
- .4 Dry Breaking Strength: to ASTM D 2661, minimum acceptable tear strength in both length and width:
 - .1 11.3 kg for carpets installed by glue down installation.
- .5 Wear: maximum 10% of pile face fibre by weight for 10 years.
- .6 Edge Ravel: none for 10 years.
- .7 Static Resistance: permanent static control to AATCC 134, 3000 V maximum at 20% RH and 22 degrees C.
- .8 Static Generation: less than 3.0 kV per AATCC 134 for 10 years.
- .9 Tuft Bind: Tuft Lock: to ASTM D 1335 CAN/CGSB-4.129, minimum acceptable 1.6 kilograms for cut pile product 3.6 for loop pile product.
- .10 De-lamination of Secondary Backing: Lamination Strength of Secondary Backing: to ASTM D 3936, minimum acceptable peel strength of 1.6 kg/25 mm.
- .11 Stain resistance: to AATCC 175, 8.
- .12 Soil Resistance: 350 ppm fluorine minimum Fluorine Durability Level to AATCC 189.

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- .13 Colourfastness to light: to CAN/CGSB-4.2 No.18.3 AATCC 16.
- .14 Colourfastness to atmosphere: to AATCC 129 and AATCC 23.
- .15 Colourfastness to crocking: to CAN/CGSB-4.2 No. 22.
- .16 Indoor Air Quality Certification: certified to CRI Green Label Plus IAQ requirements.

2.03 FABRICATION

- .1 Dimensions; square format, 61 cm X 61 cm.
- .2 Face construction:
 - .1 Tufted.
- .3 Pile Surface Appearance:
 - .1 Patterned Level loop.
- .4 Pile fibre: to CAN/CGSB-4.129.
 - .1 Nylon: BCF.
 - .1 Type: Nylon 6 Nylon 6.6.
- .5 Fibre shape to have a maximum Modification Ration of 2.2 for soil release capabilities.
- .6 Face Fiber Denier: minimum 18.
- .7 Dyeing Method: solution dyed, or blend of solution dyed and yarn dyed. Yarn dyed portion not to exceed 30%.
- .8 Tufted Carpet Backing: to CAN/CGSB-4.129.
 - .1 Primary backing: non woven.
- .9 Pile Weight Density: minimum 10 kilotex.
- .10 Finished Pile Height: minimum 0.5 mm average.
- .11 Surface pile weight: minimum 578 g/sq.m.
- .12 Dimensional stability: maximum +0.15% change to CAN/CGSB-4.2 No. 76/ISO 2551.

2.04 TILE CUSHION BACKING

- .1 Secondary and Unitary Backings: to CAN/CGSB-4.129.-100% recycled content.
- .2 Compression deflection, minimum EVA and PVC 48.3 kN/m² to ASTM D1667.

2.05 SITE QUALITY CONTROL

- .1 Site Tests and Inspections:
 - .1 Co-ordinate site test with Section 01 45 00 - Quality Control]. Have manufacturer review work involved in handling, installation/application, protection and cleaning of it's products, and submit written reports, in acceptable format, to verify compliance of work with Contract.
- .2 Manufacturer's Field Services:
 - .1 Co-ordinate manufacturer's services with Section 01 45 00 - Quality

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- Control. Have manufacturer review work involved in handling, installation / application, protection and cleaning of its product[s], and submit written reports, in acceptable format, to verify compliance of work with Contract.
- .2 Manufacturer's field services: provide manufacturer's field services, consisting of product use recommendations and periodic site visits for inspection of product installation, in accordance with manufacturer's instructions.
 - .3 Schedule site visits:
 - .1 After delivery and storage of products, and when preparatory Work, or other Work, on which the Work of this Section depends, is complete but before installation begins.
 - .2 [Twice] during progress of Work at 25% and 60% complete.
 - .3 Upon completion of Work, after cleaning is carried out.
 - .4 Obtain reports within 3 days of review and submit immediately to Departmental Representative.

END OF SECTION