



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

SOLICITATION AMENDMENT MODIFICATION DE L'INVITATION

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Furniture Division/Division des ameublements
L'Esplanade Laurier,
East Tower 7th Floor
Tour est 7e étage,
140 O'Connor, Street,
140 O'Connor, rue O'Connor,
Ottawa
Ontario
K1A 0R5

Title - Sujet Table Tops for Sit/Stand workstatio Table Tops for Sit/Stand workstations	
Solicitation No. - N° de l'invitation 45045-200076/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client 000012072	Date 2021-01-13
GETS Reference No. - N° de référence de SEAG PW-\$\$\$PQ-994-79542	
File No. - N° de dossier pq994.45045-200076	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-01-26 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Racette(pq994), Christopher	Buyer Id - Id de l'acheteur pq994
Telephone No. - N° de téléphone (819) 664-1606 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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

Amendment 001 is raised to

- Answer questions;
- Update the RFB ;
- Change the delivery date.

English	French	Answered in Solicitation Amendment
Q1: Any chance the client would accept installation and delivery towards the end of March? February delivery is too tight for 500 tables.	Q1: Est ce qu'il y aurait une possibilité que le client accepte la livraison ainsi que l'installation vers la fin de mars? Livraison en février semble impossible pour une quantité de 500 tables.	AMD001
A1: Yes, a delivery on or before March 31, 2021 is acceptable.	R1: Oui La livraison le ou avant le 31 mars 2021 est acceptable.	AMD001
Q2: 1. Since these are for sit/stands, does the end-user require the dimensions to be in "pinch gap" (23"x58") 2. Does the end-user require that the tops come with grommets/cutouts?	Q2: 1. Étant donné que ceci est pour des bureaux assis-debout, est-ce que l'utilisateur requiert les dimensions d'être « point de pincement » (23po x 58 po) 2 Est-ce que l'utilisateur requiert que les dessus soient munis de trous passe-fils ?	AMD001
A2: We don't require pinch gap, and no grommets are required.	R2: Point de pincement et trou passe fils non requis	AMD001
Q3:	Q3:	
A3:	R3:	

Delete:

The RFB in its entirety

Insert:

The following:

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 REQUIREMENT	3
1.2 DEBRIEFINGS	3
1.3 EPOST CONNECT SERVICE	3
1.4 SECURITY REQUIREMENTS	3
1.5 CANADIAN CONTENT	3
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2 SUBMISSION OF BIDS.....	4
2.3 ENQUIRIES - BID SOLICITATION.....	4
2.4 APPLICABLE LAWS.....	4
2.5 BID CHALLENGE AND RECOURSE MECHANISMS.....	4
PART 3 - BID PREPARATION INSTRUCTIONS.....	5
3.1 BID PREPARATION INSTRUCTIONS	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION.....	7
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1 CERTIFICATIONS REQUIRED WITH THE BID	8
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	8
PART 6 - RESULTING CONTRACT CLAUSES	10
6.1 SECURITY REQUIREMENTS	10
6.2 REQUIREMENT	10
6.3 STANDARD CLAUSES AND CONDITIONS.....	10
6.4 TERM OF CONTRACT	10
6.5 AUTHORITIES	11
6.6 PAYMENT	12
6.7 INVOICING INSTRUCTIONS	12
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	13
6.9 APPLICABLE LAWS.....	13
6.10 PRIORITY OF DOCUMENTS	13
6.11 ACCESS TO FACILITIES AND EQUIPMENT	13
6.12 CANADA'S FACILITIES TO ACCOMMODATE THE DELIVERY	13
6.13 STANDARD FINISHES.....	13
6.14 SACC MANUAL CLAUSES.....	14
6.15 DISPUTE RESOLUTION.....	14
6.16 CANADIAN CONTENT CERTIFICATION.....	14
ANNEX A	15
REQUIREMENT	15
ANNEX "B"	20
BASIS OF PAYMENT	20
ANNEX "C"	21
ELECTRONIC PAYMENT INSTRUMENTS	21

PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed at Annex A Requirement.

1.2 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.

1.3 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.4 Security Requirements

There is no security requirement applicable to the requirement.

1.5 Canadian Content

The requirement is subject to a preference for Canadian goods.

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) (<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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names“.

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 in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 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 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 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications & Additional Information

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid 1 hard copy and 1 soft copy on CD.

Section II: Financial Bid 1 hard copy and 1 soft copy on CD.

Section III: Certifications & Additional Information hard copy and 1 soft copy on CD.

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

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

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

Prices must appear in the financial 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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

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.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

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

3.1.3 SACC Manual Clauses

Section III: Certifications and Additional Information

Bidders must submit the certifications and additional information 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

Mandatory Technical Criteria (MTC)		
Criteria #		MET/ NOT MET & COMMENTS
MTC 1	The Bidder must offer products listed as per Annex A.	
MTC 2	<p>Test reports must be provided if requested by the contract authority.</p> <p>To demonstrate compliance with MTC 2, the Bidder must submit a copy of the test report that confirms compliance for stability for table tops as listed in Annex A. At a minimum, the test report must substantiate the following:</p> <ul style="list-style-type: none">- Name and address of lab- Date of report- Description of the test item- Test Results (compliant) <p>Worst Case Condition: as defined in ANSI/BIFMA, worst case condition testing is acceptable and clarification may be requested if not provided with the bid.</p> <p>Any media (CD, DVD, in PDF soft copy) submitted must be readable by Canada.</p>	

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

4.2.1 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made 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 will 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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Product Conformance

The Supplier certifies that all the products offered will conform to all specifications of, and meet the testing requirements detailed in Annex A – Requirement and its additional annexes.

Supplier's Signature

Date

5.3 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered. Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

☒ a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the Supply Manual.

5.3.1 SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

1. **Canadian good:** A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the [Canada-United States-Mexico Agreement \(CUSMA\)](#) Rules of Origin. For the purposes of this determination, the reference in the CUSMA Rules of Origin to "territory of one or more of the Parties" is to be replaced with "Canada". (Consult [Section 3.130](#) and [Annex 3.6](#) of the Supply Manual for further information.)
2. **Canadian service:** A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.
3. **Variety of goods:** When requirements consist of more than one good, one of the two methods below is applied:
 - a. aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
 - b. item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
4. **Variety of services:** For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.
5. **Mix of goods and services:** When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above). For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the Supply Manual.
6. **Other Canadian goods and services:** Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

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 the Contract.

6.2 Requirement

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

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) (<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

[2010A \(2020-05-28\)](#), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

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

DELETE: The warranty period will be twelve (12) months.

INSERT: The warranty period will be ten (10) years, with the exception of user adjustable components, which must have a warranty of five (5) years.

Section 09 entitled Warranty of general conditions 2010A is amended by deleting subsection 2 in its entirety and replacing it with the following:

2. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

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

6.4 Term of Contract

6.4.1 Period of the Contract

Solicitation No. - N° de l'invitation
45045-200076/A
Client Ref. No. - N° de réf. du client
45045-200076

Amd. No. - N° de la modif.
001
File No. - N° du dossier
pq994. 45045-200076/A

Buyer ID - Id de l'acheteur
pq994
CCC No./N° CCC - FMS No./N° VME

The period of the Contract is from date of Contract to the completion and acceptance of the Work.

6.4.2 Delivery Date

All the deliverables must be received on or before the date(s) indicated at Annex B.

6.4.3 Delivery and Installation Points Location(s)

Delivery and Installation of the requirement will be made at the point(s) specified at Annex B of the Contract.

The Project Authority (PA) will provide the Supplier the authority to proceed prior to the finalized delivery and installation date taking into consideration the delivery and installation time provided by the Supplier. Canada will not be responsible if the Supplier chooses to proceed without the PA authorization.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Christopher Racette
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 140 O'Connor, Street, Ottawa, Ontario, K1A 0R5
Telephone: 819-664-1606
E-mail address: christopher.racette@tpsgc-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 Project Authority

The Project Authority for the Contract is: *(to be completed at contract award)*

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

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

The Project Authority is the representative of the department or agency for whom the Work 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 Project Authority, however the Project 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 Contractors Representative for the Contract is: *(to be completed at contract award)*

Solicitation No. - N° de l'invitation
45045-200076/A
Client Ref. No. - N° de réf. du client
45045-200076

Amd. No. - N° de la modif.
001
File No. - N° du dossier
pq994. 45045-200076/A

Buyer ID - Id de l'acheteur
pq994
CCC No./N° CCC - FMS No./N° VME

Name: _____
Title: _____

Telephone: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in 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.

6.6.2 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.6.3 SACC Manual Clauses

C0100C (2010-01-11) Discretionary Audit - Commercial Goods and/or Services

6.6.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment.

_____ (to be completed at contract award)

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

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 2010A (2020-05-28), Goods (medium complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis Of Payment;
- (e) the Contractor's bid dated _____ (*insert date of bid*)

6.11 Access to Facilities and Equipment

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

6.12 Canada's Facilities to Accommodate the Delivery

The Supplier's employees and subcontractors requiring access to the site must adhere to the health and safety plans established for the site, in addition to any laws in effect in the jurisdiction where the work is being performed.

During the period of the contract, a representative of Canada or a service provider(s) under contract with the Government of Canada may request the list of employees and subcontractors requiring access to the site to perform the work and their security statuses. Information must be provided in the timeframe prescribed in order to ensure that the supply, delivery and installation of the furniture aligns with the master schedule

6.13 Standard finishes

The Identified User (IU) will consult the Supplier's Website identified in Part 6A of the SA to view the available finishes.

Within ten business days of the contract award, the Project Authority will provide the Contractor with a written notice of Canada's finish choices for each of the product(s) in Annex A.

The Contractor will deliver the products corresponding to Canada's choice of specific finishes(s). No additional charge will be applied to Canada.

6.14 SACC Manual Clauses

SACC Manual clause [B7500C](#) (2006-06-16), Excess Goods

SACC Manual clause [A9068C](#) (2010-01-11), Government Site Regulations

SACC Manual clause [B4003T](#) (2011-05-16), Canadian General Standards Board – Standards

SACC Manual clause [B6802C](#) (2007-11-30), Government Property

SACC Manual clause [G1005C](#) (2016-01-28), Insurance - No Specific Requirement

6.15 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

6.16 Canadian Content Certification

- 1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause A3050T.
- 2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
- 3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

ANNEX A

REQUIREMENT

Requirement

The Department of Public Works and Government Services Canada (PWGSC), on behalf of Statistics Canada, has a requirement for table tops for sit stands to be delivered to Ottawa, ON. The Contractor must provide the items in accordance with the requirement at Annex A.

Part 1 General

1.1 REFERENCE STANDARDS

1. American National Standards Institute (ANSI) / Business and Institutional Furniture Manufacturers Association (BIFMA):
 - i. ANSI/BIFMA X5.5 - Desk Products
 - ii. ANSI/BIFMA e3-2014 - Furniture Sustainability Standards
2. American National Standards Institute (ANSI) / Hardwood Plywood & Veneer Association (HPVA) / National Particleboard Association (NPA):
 - i. ANSI/HPVA HP-1 - American National Standard for Hardwood and Decorative Plywood
 - ii. ANSI/NPA A208.1 - Particleboard
 - iii. ANSI/NPA A208.2 - Medium Density Fiberboard (MDF) for Interior Applications.
3. American National Standards Institute (ANSI) / National Electrical Manufacturers Association (NEMA)
 - i. ANSI/NEMA LD 3 - High-Pressure Decorative Laminates (HPDL)
4. ASTM International (formerly American Society for Testing and Materials)
 - i. ASTM C297/C297M - Standard Test Method for Flatwise Tensile Strength of Sandwich Constructions
 - ii. ASTM D523- Standard Test Method for Specular Gloss
 - iii. ASTM D3359 - Standard Test Methods for Measuring Adhesion by Tape Test
 - iv. ASTM D3363 - Standard Test Method for Film Hardness by Pencil Test
 - v. ASTM D3574 - Standard Test Method for Flexible Cellular Materials - Slab, Bonded, and Molded Urethane Foams
 - vi. ASTM D4060 - Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser:
5. Business and Institutional Furniture Manufacturers Association (BIFMA)
 - i. BIFMA G1 - Ergonomics Guideline for Furniture Used in Office Workspaces Designed for Computer Use
 - ii. BIFMA PD-1 - Mechanical Test Standards - Compiled Definitions
6. Canadian General Standards Board (CGSB)
 - i. CAN/CGSB-44.227 Free-standing Office Desk Products and Components.
 - ii. CAN/CGSB-44.229 Interconnecting Panel Systems and Supported Components.
7. Architectural Woodwork Institute - Architectural Woodwork Manufacture Association of Canada (AWMAC)

1.2 SUBMITTALS

- Detailed requirements for components verification reports according to CAN/CGSB 44.227 and CAN/CGSB 44.229 must be provided for examination when requested.
- All tests must be completed by an acceptable test facility.
- Revised Test Standard(s): Reference is made to the testing standards listed within this annex and to the requirement that all products offered in the Supply Arrangement have successfully passed the referenced testing standards. If the referenced test standards change, the products must successfully pass the revised test standard(s). Only the tests that have been revised must be performed, and, this testing must occur within nine months from the date of the revised test Standard(s).
- Product Changes: When physical changes are made to products already tested against the above referenced test standards, the changed product(s) must also be tested within nine months from the date of the product change. The applicable tests and the applicable test standards will be those deemed by an acceptable test facility.
- For all test reports that are not specific to the products in the Supply Arrangement, the Supplier must provide an explanation to government of Canada as to why the "worst-case condition" applies to the products. The definition of "worst-case condition" can be found in BIFMA PD-1.

1.3 PRIORITY OF DOCUMENTS

In the event of a discrepancy, the following priority of documents applies:

- ANNEX A-1 Detailed Requirements;
- ANSI/BIFMA X5.5,
- CAN/CGSB-44.227;
- CAN/CGSB-44.229;
- In the event of a discrepancy between the metric and imperial dimensions, imperial dimensions take precedent.

1.4 DEFINITIONS

Definitions of words or phrases used in this document that are not included in the list of definitions shall have the meaning commonly assigned to them in the context in which they are used in this document. The words, terms, and phrases which appear in italics have the following meanings or purposes:

- \pm : indicates the allowable plus or minus tolerance of the unit.
- Acceptable test facility: An acceptable test facility is defined as an ISO 17025 accredited laboratory that is accredited by a nationally recognized body such as the Standards Council of Canada or the A2LA (American Association for Laboratory Accreditation), or is listed in the Canadian General Standards Board (CGSB) Laboratory Acceptance Program for the applicable scope of testing requested.
- Articulating: Vertically and horizontally continuously user-adjustable without the use of tools. The table top will be used for a sit-stand is electronic.
- Casework: When referring to "casework" within this specification it is referring to furniture comprised of an exposed surface of wood, wood veneer, and decorative laminate, and their related parts and components.
- Tabletops: When making references to "tabletops", this specification will be referring to the surface forming the top of a table. The term "work surface" may also be used.
- Tailored appearance: Tailored appearance refers to lounge seating having simple, clean lines and a neat modern appearance.
- Waterfall edge:
 - Refers to a countertop which extends down the side of an island, table, or cabinet, all the way to the floor. The vertical component must be the same width as the table top.
- Work surface: When making references to "work surface", this specification will be referring to the surface forming the top of a table.

1.5 ENVIRONMENTAL ATTRIBUTES

Environmental

- All products must be certified by an independent third-part certificate as compliant with the ANSI/BIFMA e3 Furniture Sustainability Standard and achieve a minimum of level® 2.
- Product must receive one or more points under Section 7.6 of ANSI/BIFMA e3, and must not exceed office furniture emissions concentration limits when determined in accordance with the standard test method ANSI/BIFMA x7.1 2011 Standard for Formaldehyde and TVOC Emissions of Low-emitting Office Furniture and Seating.

Resource input

- 50% of all wood used in the manufacture of products offered must originate from a sustainably managed forest as certified by Canadian Standards Association (CSA), Forest Stewardship Council (FSC), or Sustainable Forestry Initiative (SFI).
- All composite wood products must contain a minimum of 60% recycled material.
- Furniture may not contain urea-formaldehyde unless fully encapsulated within engineered composite panels (i.e. particle board, medium density fiberboard, plywood) when the substrate for work surfaces, shelving, or any other component is a composite wood product
- Metal components must be finished using low volatile organic compound (VOC) content or non-toxic surface coatings.
- Steel used in the manufacturing must contain a minimum of 25% recycled content when market conditions allow.
- All plastic components must be recyclable at the end of their life.
- All adhesives used in manufacturing must be Hazardous Air Pollutant (HAP) free. (Refer to Environment Canada, Canadian Environmental Protection Act 1999 Schedule 1 (CEPA 1999)

Warranty:

- Replacement components must be available to replace broken pieces during the Warranty period.

General:

- Manufacturing Facility must be an ISO 9001 – Quality Management registered facility.
- Manufacturing Facility must be an ISO 14001 – Environmental Management System registered facility.

Solid Waste Diversion Program

- Furniture must be manufactured in a facility for which the manufacturer has a solid waste diversion program for landfill disposals (excluding hazardous waste) that has been published and implemented.

Products free from toxic flame retardants

- Furniture must not contain chlorofluorocarbon (CFC), Polybrominated diphenyl Ether (PBDE), or Halogenated Flame Retardants.

Hazardous and Toxic Material Management System

- The manufacturer must have a hazardous and toxic material management system in place at production and associated facilities.

Packaging and distribution

- Corrugated Packaging: If corrugated containers are utilized, the corrugated containers must contain at least 80% recycled content paper fibre and/or come from a sustainable managed forest.
- Blanket wrapping must be used for short distances of 100 km or less when the orders are of sufficient order size (i.e. enough to fill a truck).
- As a minimum, the Supplier must implement one of the following requirements:
 - Products to be shipped in bulk (e.g. can be disassembled into parts at source, packed more densely for shipping and reassembled on site);
 - Packaging is recyclable and/or bio-degradable;

- Packaging is returnable to the supplier/shipper; or
- Packaging is reusable
- Upon request the Supplier or Manufacturer must submit within ten business days all Material Safety Data Sheets (MSDS) which must identify and assess reportable chemicals as defined by Occupational Safety and Health Administration (OSHA) 29 Code of Federal Regulations (CFR) 1910.1200.
- On a project-by-project basis, Canada may request supporting documentation to support environmental certification efforts. Upon request, the furniture manufacturer and SA holder must provide appropriate documentation as determined by Canada's representative.

Part 2 Products

2.1 WORKMANSHIP

- The finished products must be uniform in quality, style, material, and workmanship and must be clean and free of any defects that may affect appearance, serviceability, or safety. When assembled in any of the manufacturer's recommended configurations, there must be no unfinished edges or surfaces other than stainless steel when viewed in normal-use positions. Metal edges, corners, and parts that may, or will, come in contact with the user must be rounded or covered with protective caps. Lubricated parts must be protected against accidental contact with the user, the user's clothing, or documents.
- Wood and Wood Veneer: Furniture surfaces and edges must be smoothly sanded and free of blemishes or defects such as tool or machine marks, sanding marks, surplus glue, raised grain, delamination, or water marks. Wood face veneers must be tightly joined, properly matched, and similar in grain pattern or colour throughout the tabletop surface. The natural characteristics of wood and veneer are acceptable although all visible wood must be free of open knots and worm holes.
- The finished products must be stable: uniform in quality, style, material, and workmanship; and be clean and free of defects that may affect appearance, serviceability, or safety.
- All components must be level and square.
- The factory finish must be smooth and free of snags, runs, orange peel, and overspray.
- All products and its parts to be properly secured, retain its shape and remain in-tact for the entire warranty life of the product, under normal usage.

2.2 GENERAL FEATURES

- All finishes and surface finishes must meet CAN/CGSB 44.227 and CAN/CGSB 44.229.
- All laminates and furniture specified with laminate components must meet the following criteria:
 - Must be high-pressure laminate and meet the performance requirements for high-pressure laminate. Low-pressure laminate is acceptable for vertical surfaces, such as support structures, gables, and modesty panels; for interior surfaces such as shelving; as well as for hutches, pedestals, and towers.
 - Substrates must be made of particleboard, MDF (medium density fiberboard) or hardwood plywood.
 - Laminate finishes must be properly adhered onto a substrate and the under surface must have equally balanced backer.
 - For furniture with a high-pressure laminate/laminate top, the colour of the exposed edge finish must match the colour of the tabletop finish.
- All wood veneers and furniture specified with wood veneer components must meet the following criteria:
 - Must be provided in Cherry, Maple, Oak and Walnut in the manufacturer's standard line of wood veneer.
 - Veneers must be selected with careful attention to pattern grain matching and symmetry.
 - Face veneers must be tightly joined, properly matched and similar in grain pattern or colour throughout any given area. The natural characteristics of wood and veneer are acceptable.
 - Substrates must be made of particleboard, MDF (medium density fiberboard) or hardwood plywood.

- For furniture with veneer top, the colour of the exposed edge must match the colour of the tabletop finish.
 - All veneered particleboard parts must be veneered on the exposed surface and constructed of balanced construction on both sides to prevent warping.
 - Veneer surfaces must have a multi-layer backer sheet applied to the underside, if not laminated on both sides.
- Hardwood plywood: must conform to ANSI/HPVA HP-1, Birch species, architectural grade. Use particleboard core with Type II bond, balanced construction, to minimize warping.
- Particleboard must meet ANSI A208-2008.1, grade M2 or greater when used as substrate.
- All tables, table tops, and work surfaces must:
 - Must be made of particleboard, MDF or hardwood plywood with a wood veneer or high-pressure laminate surface, unless required to be glass or metal.
 - All table top edges to have a minimum 3mm (0.12 in.) radius edge designed for a user to rest the forearm or wrist.
- Table top and work surface edging:
 - All laminate tabletops and work surfaces must be edged with either polyvinyl chloride (PVC), polypropylene (PP), Acrylic, Acrylonitrile Butadiene Styrene (ABS) or solid hardwood edging.
 - All wood veneer table tops and work surfaces must be edged with at least 25 mm (1 in.) solid hardwood edging or other edge trims provided that the edge does not have sharp corners or edges.
- There must be a clearance envelope with no obstructions under all tables and work surfaces of a min. of 434 mm (17.1 in.) in depth, which must meet the requirements of BIFMA G1 for the 95th percentile male, except that the depth at toe level must be 584 mm (23 in.).
- All edges and corners with which the user is intended to come in contact must have a minimum of 3mm radius.

Part 3 DETAILED PRODUCT REQUIREMENTS

Work surfaces:

Description:

Work surfaces must be available in rectangular shape.

Dimensions:

Rectangular freestanding height adjustable work surfaces must be 610 mm (24 in.), in depth, and must be 1524 mm (60 in.), in width/length.

Finishes

Table top must be high-pressure laminate.

Rectangular surfaces must be available in wood veneer.

Maple LPL laminate finish

Solicitation No. - N° de l'invitation
45045-200076/A
Client Ref. No. - N° de réf. du client
45045-200076

Amd. No. - N° de la modif.
001
File No. - N° du dossier
pq994. 45045-200076/A

Buyer ID - Id de l'acheteur
pq994
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

Basis of Payment

Table 1 – Product Table

Section A - IU REQUIREMENT		Section B – SUPPLIER'S BID		
Description of Product	QTY	Supplier Part Number	Firm Unit Price \$	Extended Total [Qty x Price] \$
Work surfaces for sit/stands Rectangular freestanding height adjustable work surfaces must be 610 mm (24 in.), in depth, and must be 1524 mm (60 in.), in width/length Maple LPL laminate finish	500		\$	\$
		Product Total		\$

Tables 2 – Delivery

Loading Dock/Location	
Location	Jean Talon Bldg, 170 Tunney's Pasture Driveway, Ottawa, ON K1A 0T6
Dock	Standard
Lift	Exists, Standard
Door	Standard
Freight Elevator	At loading dock

Section A - IU REQUIREMENT			Section B – SUPPLIER'S BID	
Location	Desired Date**	Desired Time:	Supplier will supply and deliver as per below**	Firm Lot Price \$
Jean Talon Bldg, 170 Tunney's Pasture Driveway, Ottawa, ON K1A 0T6	On or before March 31 2021	Normal		\$
*Normal Business Hours 8:00 – 17:00, as per SA, Annex A, article 5			Delivery Total:	\$
**The Project Authority (PA) will provide the supplier the authority to proceed prior to the finalized delivery date taking into consideration the delivery time provided by the supplier. Canada will not be responsible if the supplier chooses to proceed without the PA authorization.				

Table 3 - Bid Evaluation and Contract Total

Firm Product Total (Table 1)	\$
Firm Delivery Total (Table 2)	\$
Total Evaluated (Bid) Price*	\$
Applicable Tax	\$
Total Estimated Cost	\$

Solicitation No. - N° de l'invitation
45045-200076/A
Client Ref. No. - N° de réf. du client
45045-200076

Amd. No. - N° de la modif.
001
File No. - N° du dossier
pq994. 45045-200076/A

Buyer ID - Id de l'acheteur
pq994
CCC No./N° CCC - FMS No./N° VME

ANNEX “C”

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);