



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

## BID SOLICITATION DEMANDE DE SOUMISSIONS

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

This bid solicitation is issued in accordance with the conditions of Supply Arrangement No. . ~~Only suppliers who are pre-qualified and have been issued a supply arrangement at the time this bid solicitation is issued are eligible to bid.~~

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Cette demande de soumissions est émise conformément aux conditions de l'arrangement en matière d'approvisionnement numéro

. Seuls les fournisseurs qui sont pré-qualifiés et auxquels un arrangement en matière d'approvisionnement a été émis au moment où cette demande de soumissions est émise peuvent présenter une soumission.

Solicitation No. - N° de la demande	Amendment No. - N° de modification
Solicitation closes - La demande prend fin at - à on - le	File No. - N° de dossier

Date of Solicitation - Date de la demande	
Address inquiries to - Adresser toute demande de renseignements à :	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. N° de télécopieur
Destination	

**Instructions:**  
Municipal taxes are not applicable.

Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadian funds including Canadian customs duties, excise taxes, and must be FOB, including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax is to be shown as a separate item.

**Instructions:**  
Les taxes municipales ne s'appliquent pas.

Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être FAB, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). Le montant de la taxe sur les produits et services doit apparaître séparément.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Supplier Name and Address - Nom et adresse du fournisseur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of supplier (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
Signature	Date

# Notice of Proposed Procurement (NPP)

## Notice Type: "Notice of Proposed Procurement (NPP)"

1. This NPP is issued pursuant to PWGSC Supply Arrangement (SA) # E60PQ-120001/B and E60PQ-120001/C and covers a requirement from the following Sub-Category(ies) of the SA: Rotary Conference Chairs.
2. The National Energy Board has a requirement for the purchase, delivery and installation of 325 Rotary Conference Chairs in Calgary by May 1<sup>st</sup> 2014.
3. This NPP covers a requirement to be solicited amongst the General stream of Suppliers (SA holders).
4. This requirement is subject to the Agreement on Internal Trade (AIT), the North American Free Trade Agreement (NAFTA), the World Trade Organization-Agreement on Government Procurement (WTO-AGP), the Canada-Columbia Free Trade Agreement, the Canada-Chili Free Trade Agreement, and the Canada-Peru Free Trade Agreement.
5. The bid solicitation is also open to suppliers who are not Supply Arrangement (SA) holders. In order for new suppliers to bid on this solicitation, the new supplier must first qualify for a SA. The process to qualify for a SA is detailed in RFSA # E60PQ-120001/C and can be found on the Government Electronic Tendering Service (GETS - <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>). Canada is not required to delay the award of a resulting contract pending the evaluation of an arrangement and issuance of a SA by the PWGSC Supply Arrangement Authority.
6. There is a security requirement associated with the requirement. For additional information, consult the bid solicitation document.

# Bid Solicitation and Resulting Contract template

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Resulting Contract Clauses.

### **2. Statement of Requirement**

The Contractor must perform the Work listed in Annex A – Statement of Requirement. All products must be delivered in the upholstery and colour(s) selected by the Contracting Authority.

The Contractor must perform the Work in accordance with its bid dated TBD and all products must conform to the Specifications in Annex A-1 of the Supply Arrangement.”

Additional Information following Bid Closing:

At no additional charge to Canada, the winning Supplier must provide the fabric name(s) and a sampling of the colour choices available for the winning product(s). The information must be provided by the winning Supplier to the Contracting Authority no later than two business days following the Supplier's receipt of notification of its winning bid.

The Supplier must provide the winning product(s) in the colour(s) and upholstery selected by the Contracting Authority.”

### **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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **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 2013-06.01 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation. *Subsections 4 and 5 of Section 01 Code of Conduct and Certifications - Bid, by the following:*

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently maintain this list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation.

5. Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

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

Delete: sixty (60) days

Insert: ninety (90) days

### **1.1 SACC Manual Clauses**

Bidders must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

### **2. Submission of Bids**

Bids must be submitted only to the National Energy Boards Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### **4. Applicable Laws**

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

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.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

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

Section I: Technical Bid: Two (2) hard copies and one (2) soft copy on USB, CD or DVD

Section II: Financial Bid: One (1) hard copy and one (1) soft copy on USB, CD or DVD

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

Prices must appear in the financial 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) (<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.

#### **Section I: Technical Bid**

In their technical bid, bidders should 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. The total amount of Applicable Taxes must be shown separately.

#### **1.1 Exchange Rate Fluctuation**

C3011T 2013-11-06 Exchange Rate Fluctuation: The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **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.

### **1.1 Technical Evaluation**

#### **1.1.1 Mandatory Technical Criteria**

The chairs must meet the following specifications:

- 1. Rotary conference chairs
- 2. Adjustable seat depth
- 3. Adjustable lumbar support
- 4. High back
- 5. Height / width/ swivel adjustable
- 6. Concurrent tilt mechanism
- 7. Upholstery Back breathable material/ seat fabric
- 8. T-Arm Plain
- 9. Color choice: Lime green

Delivery of the product must occur between April 15<sup>th</sup> and April 30<sup>th</sup> 2014 at the location specified in Annex "A" – Requirement and Basis of Payment.

The product must be installed at the location specified in Annex "A" by May 1<sup>st</sup> 2014.

### **1.2 Financial Evaluation**

*SACC Manual* Clause A0220T 2013-04-25, Evaluation of Price is applicable: The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included

### **2. Basis of Selection**

- 2.1** A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

### **3. Security Requirement**

- 1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;



2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the [Departmental Standard Procurement Documents](#) website.
2. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the [Departmental Standard Procurement Documents](#) website.

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and documentation 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, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

### **1. Mandatory Certifications Required Precedent to Contract Award**

#### **1.1 Code of Conduct and Certifications - Related documentation**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003.

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement associated with the requirement. However, all installers and other service providers will be required to have reliability level security clearance

### **2. Statement of Requirement**

The Contractor must perform the Work listed in Annex "A" Statement of Requirement. All products must be delivered in the upholstery and colour(s) selected by the Contracting Authority.

The Contractor must perform the Work in accordance with its bid dated **TBD** and all products must conform to the Specifications in Annex A-1 of the Supply Arrangement."

### **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.

### 3.1 General Conditions

2010A 2013-04-25 General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

3.1.1 Section 16- Interest on Overdue Account - General Conditions - Supply Arrangements - Goods or Services will not apply to payments made by credit card at point of sale. Canada further reserves the right to modify the SA as follows:

This provision does not apply to Suppliers whose Arrangements do not include the provision for payment by credit card.

## 4. Term of Contract

### 4.1 Delivery Date

All the deliverables must be received on or before May 1<sup>st</sup>, 2014.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Owuor Okiro  
Procurement Technical Analyst  
National Energy Board,  
444 Seventh Avenue SW  
Calgary, AB Canada T2P 0X8  
Telephone: 403-604-6254  
E-mail address: Owuor.okiro@neb-one.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.

### 5.2 Project Authority

The Project Authority for the Contract is:

Name: TBD \_\_\_\_\_  
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.

### 5.3 Contractor's Representative

The Contractors Representative is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone : \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 6. Proactive Disclosure of Contracts with Former Public Servants

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

## 7. Payment

### 7.1 Basis of Payment - Firm Lot Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price as specified in "Annex "A" for a cost of \$\_TBD. Customs duties included and applicable tax(es) is extra, if applicable.

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

### 7.2 Limitation of Price

*SACC Manual* clause C6000C 2011-05-16 Limitation of Price applies to and forms a part of this contract.

### 7.3 Method of Payment – Single payment

Canada will pay the Contractor upon completion and delivery of the Work 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.

## 8. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions, as well as Article 4., Part 6A of the Supply Arrangement. 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 address shown on page 1 of the Contract for certification and payment.
  - 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 AB Invoice Authority (as set out in article 4. of Part 6A)."

## **9. Certifications**

### **9.1 Compliance**

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation 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.

## **10. Applicable Laws**

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

## **11. 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 (2013-04-25) Goods
- (c) the supplemental general conditions 4011 (2012-07-16) Warranty;
- (d) Annex A, Statement of Requirement;
- (e) the Contractor's bid dated TBD

## **12 SACC Manual clauses**

*SACC Manual* Clause G1005C (2008-05-12) - Insurance

**ANNEX "A"**

**STATEMENT OF REQUIREMENT AND BASIS OF PAYMENT.**

**Firm Lot Price with Firm Lot Charges for Delivery and Installation**

1. Bidder to complete all columns starting with "Bidder/Bidder's"

Table I: Product					
A	B	C	D	E	F
	Standardized Product Descriptions Rotary conference chairs with the following specifications:	Unit (EA)	Qty	Bidder's Model #	Bidder's Proposed Firm Lot Delivery Price \$
1	Rotary Conference Adjustable seat depth Adjustable lumbar support High back Height / width/ swivel adjustable Concurrent tilt mechanism Breathable back and seat fabric material T-Arm Plain	EA	325		
Total for Products:					\$

Table II: Delivery							
A	D	G	H	I	J	K	L
	Qty	Mandatory Delivery Location 517 10th Street, Calgary, AB T2P 0A8	Desirable Delivery Date Y/M/D 2014/04/15 to 2014/04/30	Bidder Agrees to Delivery Date Yes / No or offers Y/M/D	Desirable Installation Time Between 08:00hrs to 16:00 Hours	Bidder Agrees to Delivery Time Yes / No or offers Hours	Bidder's Proposed Firm Lot Delivery Price \$
1	325						
Total for Delivery:							\$

Table III: Installation							
A	D	M	N	O	P	Q	R
	Qty	Mandatory Installation Location : 517 10th Street, Calgary, AB T2P 0A8	Mandatory Installation Date By 2014/05/01	Bidder Agrees to Installation Date Yes / No	Desirable Installation Time Between 08:00hrs to 16:00 Hours	Bidder Agrees to Installation Time Yes / No or offers Hours	Bidder's Proposed Firm Lot Installation Price \$
1	325						
Total for Installation:							\$

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<b>Evaluation of Bid Price</b>		
1	Product Total (Table I):	\$
2	Delivery Total (Table II):	\$
3	Installation Total (Table III):	\$
4	Total Evaluated Price (1 + 2 + 3)	\$
5	Applicable Tax(es) ____% :	\$
6	Total Contract Price (4 + 5)	\$