

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

Cory Martin  
222 Queen Street Suite 1401  
Ottawa  
Ontario  
K1P 5V9

**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**

|   |  |
|---|--|
| <b>Title - Sujet</b><br>Guest Chairs  |  |
| <b>Solicitation No. - N° de l'invitation</b><br>EP756-141540/A  | <b>Date</b><br>2014-06-27                    |
| <b>Client Reference No. - N° de référence du client</b><br>20141540   |  |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$PPS-007-24553   |  |
| <b>File No. - N° de dossier</b><br>007pps.EP756-141540  | <b>CCC No./N° CCC - FMS No./N° VME</b>       |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2014-08-15</b>  |  |
| <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Daylight Saving<br>Time EDT  |  |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>   |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Martin, Cory D.  | <b>Buyer Id - Id de l'acheteur</b><br>007pps |
| <b>Telephone No. - N° de téléphone</b><br>(613) 990-3941 ( )  | <b>FAX No. - N° de FAX</b><br>(613) 990-4447 |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>180 Wellington Street<br>Ottawa, Ontario<br>Canada |  |

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**

Parliamentary Precinct Division/Acquisitions de la Cité  
parlementaire  
222 Queen Street / 222, rue Queen  
Ottawa  
Ontario  
K1A 0S5

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

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security and Financial Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Requirement, the Basis of Payment, and the Security Requirements.

The Appendices includes the Technical Evaluation Criteria and Financial Bid Presentation Sheet.

### **2. Summary**

#### **Project Description**

The Wellington Building, located at 180 Wellington Street in Ottawa, Ontario, is being fully renovated and rehabilitated to be transformed from an administrative office space into parliamentary accommodations. As part of projects undertaken in the context of the Long Term Vision and Plan (LTVP) to modernize Parliamentary infrastructure and accommodations, Public Works and Government Services Canada (PWGSC) has an agreement with its LTVP partners to acquire special purpose building components for all new facilities such as commercial and purpose-built furniture, seating, tables, and other furnishings. Rehabilitation and modernization of infrastructure for parliamentarians is a key LTVP objective. To deliver this project requirement, PWGSC will tender all furniture related components on behalf of the House of Commons (HoC).

#### **Required Services**

PWGSC is seeking the services of a Contractor to supply and install guest chairs.

## Schedule

There are 840 pieces of furniture to be delivered and installed. It is the intent to install items floor by floor on the 2nd, 5th and 6th floors. The installation time frame is tentatively scheduled between October 2015 and November 2015. Final schedule to be confirmed by the Project Authority within four (4) months of delivery.

## Scope

The scope of work is the supply, delivery and installation of furniture.

| Furniture Type | Quantity |
|----------------|----------|
| Guest Chair    | 840      |

## Security Requirement

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. 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.

## Integrity Provisions - Associated Information

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

## Canadian Content

The requirement is subject to a preference for Canadian goods and/or services.

## Procurement Strategy for Aboriginal Business

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business.

This procurement is set aside from the international trade agreements under the provision each has for set asides for small and minority businesses.

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

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### **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>) 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.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

#### 1.1 Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
  - A. designates the brand name, model and/or part number of the substitute product;
  - B. states that the substitute product is fully interchangeable with the item specified;
  - C. provides complete specifications and descriptive literature for each substitute product;
  - D. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - E. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - A. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - B. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

## **2. Submission of Bids**

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

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

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

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 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.

## **5. Bidders' Conference**

A bidders' conference will be held at 235 Queen Street - C.D. Howe Building, Ottawa, Ontario on Tuesday, July 22, 2014. The conference will begin at 1:00 p.m. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders must communicate with the Contracting Authority before the conference to confirm attendance. Bidders must provide, in writing, to the Contracting Authority, the names of the person(s) who will be attending and a list of issues they wish to table at least three (3) working days before the scheduled conference.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

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## **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 (six (6) hard copies and three (3) soft copies on DVD, CD-ROM, or USB key),
- Section II: Financial Bid (two (2) hard copies and three (3) soft copies on DVD or CD-ROM or USB key),
- Section III: Certifications (two (2) hard copies)

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>). 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 their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

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## **Section II: Financial Bid**

**1.1** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Appendix ii. The total amount of Applicable Taxes must be shown separately.

### **1.2 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.

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **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.
- (c) The evaluation team will determine first if there are two (2) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### **1.1 Technical Evaluation**

Mandatory and point rated technical evaluation criteria are included in Appendix i - Technical Evaluation Criteria. Bidders MUST respond to the mandatory evaluation criteria in their Technical Bids. Bidders SHOULD respond to the rated evaluation criteria in their Technical Bids.

#### **1.2 Financial Evaluation**

##### **1.2.1 Mandatory Financial Criteria**

Mandatory financial evaluation criteria are included in Appendix ii - Financial Bid Presentation Sheet. Bidders MUST complete the pricing tables found in Appendix ii - Financial Bid Presentation Sheet.

##### **1.2.2 Evaluation of Price**

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** To be declared responsive, a bid must:
  - A. comply with all the requirements of the bid solicitation; and
  - B. meet all mandatory criteria.
- 2.2** Bids not meeting (a) or (b) will be declared non-responsive.
- 2.3** The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 15% for the technical merit and 85% for the price.
- 2.4** To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 15%.

- 2.5** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 85%.
- 2.6** For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 2.7** Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 15/85 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$500,000.

**Basis of Selection - Highest Combined Rating Technical Merit (15%) and Price (85%)**

|                         |                 | <b>Bidder 1</b>                       | <b>Bidder 2</b>                       | <b>Bidder 3</b>                       |
|-------------------------|-----------------|---------------------------------------|---------------------------------------|---------------------------------------|
| Overall Technical Score |                 | 20/100                                | 75/100                                | 97/100                                |
| Bid Evaluated Price     |                 | \$500,000.00                          | \$550,000.00                          | \$750,000.00                          |
| Calculations            | Technical Merit | $20/100 \times 15 = 3.00$             | $75/100 \times 15 = 11.25$            | $97/100 \times 15 = 14.55$            |
|                         | Pricing         | $500,000 / 500,000 \times 85 = 85.00$ | $500,000 / 550,000 \times 85 = 77.35$ | $500,000 / 750,000 \times 85 = 56.95$ |
| Combined Rating         |                 | 88.00                                 | 88.60                                 | 71.50                                 |
| Overall Rating          |                 | 2nd                                   | <b>1st</b>                            | 3rd                                   |

Note: The figures used in the above table are for evaluation purposes only.

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## 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 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.

#### 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) - 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

### 2. Additional Certifications Required with the Bid

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

#### 2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

The Bidder certifies that:

( ) a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 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.(9), Example 2, of the *Supply Manual*.

### 2.1.1 SACC Manual clause A3050T (2010-01-11) Canadian Content Definition

## 2.2 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4, Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.
2. The Bidder:
  - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
  - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
  - i. ( ) The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

**OR**

  - ii. ( ) The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
  - i. ( ) The Aboriginal business has fewer than six full-time employees.

**OR**

  - ii. ( ) The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

- 6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

**2.2.1 Owner/Employee Certification - Set-aside for Aboriginal Business**

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

- 1. I am \_\_\_\_\_ (***insert "an owner" and/or "a full-time employee"***) of \_\_\_\_\_ (***insert name of business***), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business".
- 2. I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
 Printed name of owner and/or employee

\_\_\_\_\_  
 Signature of owner and/or employee

\_\_\_\_\_  
 Date

**2.2.2 Set-aside under the Procurement Strategy for Aboriginal Business**

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4 Requirements for the Set-aside Program for Aboriginal Business, of the *Supply Manual*.

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

## **PART 6 - SECURITY AND FINANCIAL REQUIREMENTS**

### **1. 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 7-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 7- 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. Financial Capability**

SACC Manual clause A9033T (2012-07-16) Financial Capability

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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 1. Requirement

The Contractor must provide goods and services in accordance with the Requirement at Annex "A".

#### 1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at "Annex A.3 Optional Goods" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option within thirty-six (36) months after contract award by sending a written notice to the Contractor.

### 2. 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.

#### 2.1 General Conditions

2030 (2013-06-27), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

### 3. Security Requirement

3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

#### 3.1.1 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

3.1.1.1 The Contractor must, at all times during the performance of the Contract, hold a valid **Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). The Contractor's Company Security Officer must hold a valid **SECRET** clearance, granted or approved by CISD/PWGSC.

3.1.1.2 The Contractor personnel requiring access to Parliamentary Precinct sensitive work site(s) must EACH hold a valid SITE ACCESS clearance, granted or approved by CISD/PWGSC.

3.1.1.3 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

3.1.1.4 The Contractor must comply with the provisions of the:

3.1.1.4.1 Security Requirements Check List attached at Annex C.

3.1.1.4.2 Industrial Security Manual (Latest Edition).

### 3.1.2 SECURITY REQUIREMENT FOR PROJECT SITE ACCESS:

3.1.2.1 All workers are required to obtain Construction Manager security access cards in order to access the project site. This will require the completion of the *site orientation course* provided by the Construction Manager and a valid SAC certificate.

3.1.2.2 All workers are required to enter and leave the project site at the project security station inside the Sparks Street entrance.

## 4. Term of Contract

### 4.1 Delivery Date

All the deliverables must be received on or before \_\_\_\_\_ (*insert date*).

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Cory Martin  
 Title: Supply Specialist  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Parliamentary Precinct Division

Address: 222 Queen Street, Suite 1401  
 Ottawa, Ontario  
 Canada  
 K1A 0S5

Telephone: 613-990-3941  
 Facsimile: 613-990-4007  
 E-mail address: cory.martin@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.

## 5.2 Project Authority

The Project Authority for the Contract is: (To be filled in upon 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.

## 5.3 Technical Authority

The Technical Authority for the Contract is:(To be filled in upon Contract award)

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
 Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
 E-mail address: \_\_\_\_\_

The Technical Authority is the representative of the department or agency for whom the Work will be carried out pursuant to the Contract and is responsible for all the technical content of the Work under the resulting Contract. The Contractor may discuss technical matters with the Technical Authority. However the Technical Authority has no authority to authorize changes to the scope of the Work. All changes to the scope of the Work can only be made through an amendment to the Contract requested by the Project Authority and then issued by the Contracting Authority.

## 5.4 Contractor's Representative

(To be filled in upon Contract award)

## 6. Payment

### 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" for a cost of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included.

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.

### 6.2 Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- A. an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- B. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- C. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

### 6.3 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

## 7. Invoicing Instructions

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

Each claim must show:

- A. all information required on form PWGSC-TPSGC 1111;

- B. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
  - C. the description and value of the milestone claimed as detailed in the Contract.
2. Applicable Taxes, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
  3. The Contractor must prepare and certify one (1) original and one (1) copy of the claim on form PWGSC-TPSGC 1111, and forward it to the Contracting Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
  4. The Contractor must not submit claims until all work identified in the claim is completed.

## **8. Certifications**

### **8.1 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.

### **8.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

### **8.3 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.

#### 8.4 Aboriginal Business Certification

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before 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 by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

#### 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.)*

#### 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 (2013-06-27), General Conditions - Higher Complexity - Goods;
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the Contractor's bid dated \_\_\_\_\_, *(insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: ", as clarified on \_\_\_\_\_" or ", as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)).*

#### 11. Insurance

SACC Manual clause G1005C (2008-05-12) Insurance

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## **ANNEX A**

### **REQUIREMENT**

**Electronic Filename:** Annex A - Specifications - Guest Chairs Package 4 - V3-e.pdf

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## ANNEX A.1

### FURNITURE DRAWINGS AND FLOOR PLANS FOR GUEST CHAIRS

The following Furniture Drawings and Floor Plans are attached:

| <b>Furniture Drawings</b> |              |  |                  |
|---------------------------|--------------|--|------------------|
| #                         | Drawing Code | Drawing Name                             | Document Date    |
| 1                         | S-08         | Guest Chair (S-08) Plan's, EL's & SECT's | 14 November 2013 |

| <b>Installation Plans</b> |                                     |                  |
|---------------------------|-------------------------------------|------------------|
| #                         | Drawing Name                        | Document Date    |
| 1                         | Ground Floor Layout                 | 20 December 2013 |
| 2                         | Second Floor Furniture Plan Overall | 20 December 2013 |
| 3                         | Fifth Floor Furniture Plan Overall  | 20 December 2013 |
| 4                         | Sixth Floor Furniture Plan Overall  | 20 December 2013 |

Note: The Ground Floor Install Plan is provided to display the loading dock location.

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## **ANNEX A.2**

### **HEALTH AND SAFETY PREPAREDNESS PLAN, 180 WELLINGTON STREET, WELLINGTON BUILDING RENOVATION**

**Electronic Filename:** Annex A-2 Wellington SSSP Nov 2013-e.pdf

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### ANNEX A.3

#### OPTIONAL GOODS

The goods identified below may be required for future projects within the Parliamentary Precinct.

**Approximate Delivery Timeframe: March 2017 to September 2018**

| Furniture   | Drawing Code | Approximate Quantity |
|-------------|--------------|----------------------|
| Guest Chair | S-08         | 244                  |

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## ANNEX B

### BASIS OF PAYMENT

#### Schedule of Milestone Payments

| Milestone # | Milestone Description                           | Percentage of Total Price | Amount                                |
|-------------|---|---------------------------|---------------------------------------|
| 1           | Project Authority Sign-Off of all Shop Drawings | 10%                       | (To be filled in upon Contract award) |
| 2           | Project Authority Sign-Off of all Prototypes    | 15%                       | (To be filled in upon Contract award) |
| 3           | Delivery and Installation of All Goods          | 65%                       | (To be filled in upon Contract award) |
| 4           | Final Acceptance of All Goods                   | 10%                       | (To be filled in upon Contract award) |
|             | TOTAL CONTRACT PRICE                            | 100%                      | (To be filled in upon Contract award) |

#### Pricing Tables

(The successful bidder's Pricing Tables from "Appendix ii - Financial Bid Presentation Sheet" will be inserted here upon Contract Award)

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## **ANNEX C**

### **SECURITY REQUIREMENTS CHECK LIST**

**Electronic Filename:** Annex C - Security Requirements Check List - EP756-14-1540.pdf

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## APPENDIX i

### TECHNICAL EVALUATION CRITERIA

**Electronic Filename:** Package 4 Guest Chairs Appendix i-Technical Evaluation Criteria-V4-e.pdf

**APPENDIX ii****FINANCIAL BID PRESENTATION SHEET****Pricing Tables****Contract Price Table**

The Bidder must quote firm unit/lot prices for the supply and installation of the goods identified below:

| Drawing Code | Furniture Type | Quantity | Unit Price | Total Contract Price<br>(Quantity X Unit Price) |
|--------------|----------------|----------|------------|---|
| S-08         | Guest Chair    | 840      | \$         | \$  |

**Storage Price Table**

In the event that Canada causes a delay to the delivery schedule after the goods have been manufactured, Canada requires the option to have the Contractor store the goods.

The Bidder must quote firm rates for storage as follows:

| Rate Type                           | Rate |
|-------------------------------------|------|
| Firm Weekly Rate (per cubic metre)  | \$   |
| Firm Monthly Rate (per cubic metre) | \$   |

**Repair Service Price Table**

In the event that Canada causes damage to the goods after the goods have been installed, Canada requires the option to have the Contractor repair the goods.

The Bidder must quote a firm all-inclusive rate for repair services as follows:

| Rate Type                          | Rate |
|------------------------------------|------|
| Hourly Rate (per repair personnel) | \$   |

**Optional Goods Price Table**

The Bidder must quote firm unit/lot prices for the supply and installation of the optional goods identified below.

**Delivery Timeframe: March 2017 to September 2018**

| Furniture | Drawing Code | Estimated Quantity | Unit Price |
|-----------|--------------|--------------------|------------|
|-----------|--------------|--------------------|------------|

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|             |      |     |    |
|-------------|------|-----|----|
| Guest Chair | S-08 | 244 | \$ |
|-------------|------|-----|----|

### Calculation of the Pricing Score

For evaluation purposes, the Pricing Score will be calculated as follows:

$$\text{Pricing Score} = [(\text{Total Contract Price} + \text{Storage Evaluation Price} + \text{Repair Service Evaluation Price}) \times 80\%] + [(\text{Optional Goods Price}) \times 20\%]$$

Where;

Total Contract Price = The dollar value entered into the "Total Contract Price" cell in the Contract Price Table

Storage Evaluation Price = (Firm Weekly Rate (per cubic metre) X 2 weeks X 50 cubic metres) + (Firm Monthly Rate (per cubic metre) X 2 months X 50 cubic metres)

Repair Service Evaluation Price = (Hourly Rate (per repair personnel)) X 2 repair personnel X 10 hours

Optional Goods Price = The dollar value sum of the optional goods unit prices X optional goods quantities

**Example**

The following is an example of a Financial Bid. The calculation of the Bidder's Pricing Score is demonstrated below the pricing tables. The prices used are for demonstration purposes only.

**Pricing Tables****Contract Price Table**

The Bidder must quote firm unit/lot prices for the supply and installation of the goods identified below:

| Drawing Code | Furniture Type | Quantity | Unit Price | Total Contract Price<br>(Quantity X Unit Price) |
|--------------|----------------|----------|------------|---|
| S-08         | Guest Chair    | 840      | \$500.00   | \$420,000.00                                    |

**Storage Price Table**

The Bidder must quote firm rates for storage as follows:

| Rate Type                           | Rate    |
|-------------------------------------|---------|
| Firm Weekly Rate (per cubic metre)  | \$5.00  |
| Firm Monthly Rate (per cubic metre) | \$17.00 |

**Repair Service Price Table**

The Bidder must quote a firm rate for repair services as follows:

| Rate Type                          | Rate    |
|------------------------------------|---------|
| Hourly Rate (per repair personnel) | \$50.00 |

**Optional Goods Price Table**

The Bidder must quote firm unit/lot prices for the supply and installation of the optional goods identified below.

| Furniture   | Drawing Code | Approximate Quantity | Unit Price |
|-------------|--------------|----------------------|------------|
| Guest Chair | S-08         | 244                  | \$550.00   |

### Calculation of the Pricing Score

$$\text{Pricing Score} = [(\text{Total Contract Price} + \text{Storage Evaluation Price} + \text{Repair Service Evaluation Price}) \times 80\%] + [(\text{Optional Goods Price}) \times 20\%]$$

Where;

Total Contract Price = The dollar value entered into the "Total Contract Price" cell in the Contract Price Table

$$= \$420,000.00$$

Storage Evaluation Price = (Firm Weekly Rate (per cubic metre) X 2 weeks X 10 cubic metres) + (Firm Monthly Rate (per cubic metre) X 2 months X 10 cubic metres)

$$= (\$5.00 \times 2 \times 10) + (\$17.00 \times 2 \times 10)$$

$$= \$100.00 + \$340.00$$

$$= \$440.00$$

Repair Service Evaluation Price = (Hourly Rate (per repair personnel)) X 2 repair personnel X 10 hours

$$= \$50.00 \times 2 \times 10$$

$$= \$1,000.00$$

Optional Goods Price = The dollar value sum of the optional goods unit prices X optional goods quantities

### Optional Goods Price Table

The Bidder must quote firm unit/lot prices for the supply and installation of the optional goods identified below.

| Furniture   | Drawing Code | Approximate Quantity | Unit Price | Optional Goods Price<br>(Quantity X Unit Price) |
|-------------|--------------|----------------------|------------|---|
| Guest Chair | S-08         | 244                  | \$550.00   | \$134,200.00                                    |

Therefore,

Pricing Score = [(Total Contract Price + Storage Evaluation Price + Repair Service Evaluation Price) X 80%] + [(Optional Goods Price) X 20%]

$$\begin{aligned}
 \text{Pricing Score} &= (\$420,000.00 + \$440.00 + \$1,000.00) \times .8 + (\$134,200.00) \times .2 \\
 &= (\$421,440.00) \times .8 + (\$134,200.00) \times .2 \\
 &= \$337,152.00 + \$26,840.00 \\
 &= \$363,992.00
 \end{aligned}$$

Note: The figures used in the above calculations are for evaluation purposes.