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Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

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

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

Comments - Commentaires

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
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| Title - Sujet Office Seating | |
| Solicitation No. - N° de l'invitation EP803-183135/F | Date 2018-08-10 |
| Client Reference No. - N° de référence du client EP803-183135 | Amendment No. - N° modif. 007 |
| File No. - N° de dossier 019pps.EP803-183135 | CCC No./N° CCC - FMS No./N° VME |
| GETS Reference No. - N° de référence de SEAG PW-\$PPS-019-26858 | |
| Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale | |
| 2018-06-07 | |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-08-16 | |
| Time Zone Fuseau horaire Eastern Daylight Saving Time EDT | |
| Address Enquiries to: - Adresser toutes questions à: Ian Arboleda | Buyer Id - Id de l'acheteur 019pps |
| Telephone No. - N° de téléphone (613) 990-7280 () | FAX No. - N° de FAX () - |
| Delivery Required - Livraison exigée | |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See Annex A. | |
| Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre. | |

Instructions: See Herein

Instructions: Voir aux présentes

| | | |
|--|--------------------------|--------------------------|
| Acknowledgement copy required | Yes - Oui | No - Non |
| Accusé de réception requis | <input type="checkbox"/> | <input type="checkbox"/> |
| The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre. | | |
| Signature | Date | |
| Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie) | | |
| For the Minister - Pour le Ministre | | |

QUESTIONS AND ANSWERS – SERIES V

- Q1. With reference to item 1, would it be acceptable to have the arms attached to the seat the chair as it does not change the integrity of the chair and would an inset at 4 also be acceptable as 6" severely limits a users contact with arm support surfaces?
- A1. Refer to amendment below.
- Q2. With reference to item 9, would self-skin urethane arms be acceptable?
- A2. No, it is not acceptable.
- Q3. With reference to item 9, would it be acceptable to have an overall depth of 22-25.5" or a 1.5" tolerance to the overall depth to be more inclusive to a higher percentage of body types?
- A3. Refer to amendment below.
- Q4. With reference to item 11a, would it be acceptable to have a seat height of 16.5" or a 1.5" tolerance to the seat height to be more inclusive to a higher percentage of body types?
- A4. Refer to amendment below.
- Q5. With reference to item 11c, would it be acceptable to have a 2.5" tolerance on the seat depth to be more inclusive to a higher percentage of body types?
- A5. Refer to amendment below.
- Q6. With reference to item 11c, would it be acceptable to have an overall height of 45" which offers increased back support?
- A6. No, it is not acceptable.
- Q7. With reference to item 12, would it be acceptable to provide training chairs with casters as non-stacking or nesting as often casters are prone to damage when stacked.
- A7. Item 12 requirement has a nesting/collapsible requirement. All other training chairs must be stacking as per the requirement.
- Q8. With reference to item 13, please clarify if seating durability test to minimum 500lbs is Functional or Static as the BIFMA standard requirement is only 275 lbs Functional unless this is meant for Bariatric use, please clarify.
- A8. Refer to amendment below.
- Q9. With reference to item 13, would an overall stack height of 8 units be acceptable.
- A9. Refer to amendment below.
- Q10. With reference to item 14a and 14b, would chrome metal arms be acceptable as upholstered arm caps tend to wear at an unusually high rate?
- A10. Refer to amendment below.

Q11. With reference to item 14a and 14b, the overall width of the chair appears to be defined by the base and not the seat size, hence would a chair with a seat width of 22" and base spread of 24" be accepted?

A11. Refer to amendment below.

Q12. With reference to item 14a and 14b, the requirement calls for a 4 leg base, would a 5-leg base be acceptable for safety and stability.

A12. Refer to amendment below.

Q13. With reference to item 15b, would an integrated headrest in molded back design be acceptable

A13. Refer to amendment below.

Q14. With reference to item 20a and 20b, would a fully upholstered seat and back be acceptable?

A14. Refer to amendment below.

Q15. With reference to item 22a and 22b, is stackability mandatory? It is not ideal to have chairs with casters with the requirement of being stackable as the casters will end up damaging the arms/legs of the chair that it is stacked upon.

A15. Yes, the requirement for stackability is mandatory.

Q16. With reference to item 24b, is a serial numbering system mandatory as this seems manufacture specific and not part of the integral function of the chair?

A16. No, refer to amendment below.

Q17. With reference to CHRS-01, would the following dimensions be acceptable: seat height 18 " , seat width 18 " , overall height 33" , overall width 21" , overall depth 21.5"?

A17. Refer to amendment below.

Q18. With reference to CHRS-26, would the following dimensions be acceptable: 21.2" wide , 21.6 " deep , seat height 18" , seat depth 18.2"?

A18. Refer to amendment below.

Q19. With reference to item 12 - Our equivalent training chair on casters is non-stacking. Would it be acceptable to provide training chairs with casters as non-stacking or nesting since casters are prone to damage chairs when stacked and being stacked?

A19. Refer to question 7

Q20. With reference to item 13 - Our equivalent chair is tested to exceed BIFMA at 300 lbs. functional load. Please clarify if seating durability test to minimum 500lbs is Functional or Static as the BIFMA standard requirement is only 275 lbs. Functional unless this is meant for Bariatric use if so, we do have a bariatric model at alternative dimensions. Please clarify?

A20. Refer to question 8

Q21. With reference to item 22a and 22b - Our equivalent is non-stacking. Is stackability mandatory? It is not ideal to have chairs with casters with the requirement of being stackable as the casters will damaging the arms/legs of the chair that it is stacked upon. Please confirm?

A21. Refer to question 15

Q22. With reference to item 24b - Our equivalent does not have a serial numbering system. Is a serial numbering system mandatory as this seems manufacturer specific and not part of the integral function of the chair? Please clarify?

A22. Refer to question 16

THIS AMENDMENT IS RAISED TO CHANGE THE REQUEST FOR STANDING OFFER (RFSO) SOLICITATION. THE FOLLOWING REVISIONS ARE:

1. At Part 1 – General Information, ADD the following,

“1.2.15 The Phased Offer Compliance Process applies to this requirement.”

2. At Part 2 – Offeror Instructions, ADD the following,

“2.8 Main Point of Contact – Solicitation Period

For the solicitation period, the Offeror must provide a main point of contact who will be responsible for the receipt and response for clarification questions or other Offer related matters.

Name: _____

Telephone: _____

E-mail: _____”

3. At Part 4 – Evaluation Procedures and Basis of Selection, 4.1 Evaluation Procedures, ADD the following,

“(c) **Canada will use the Phased Offer Compliance Process described below.**”

4. At Part 4 – Evaluation Procedures and Basis of Selection, 4.1 Evaluation Procedures, ADD the following,

“**4.1.0 Phased Offer Compliance Process (POCP)**

4.1.0.1 General

(a) Canada is conducting the POCP described below for this requirement.

(b) Notwithstanding any review by Canada at Phase I or II of the POCP, Offerors are and will remain solely responsible for the accuracy, consistency and completeness of their Offers and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Offers or in responses by a Offeror to any communication from Canada.

THE OFFEROR ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS POCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE OFFER IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE OFFER HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A OFFER TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE OFFEROR ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS OFFER RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS OFFER NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Without prejudice to its other rights, Canada shall have the right, in its absolute discretion, but shall not be obliged, to request and accept any time, before or after the solicitation closing date, and consider as part of the Offer, any document and materials from Offerors to clarify the Offer or to correct deficiencies or errors in the Offer that are not significant in Canada's absolute discretion, including all matters of form or error in computation or failure to confirm by signing or similarly verifying acceptance. This shall not limit Canada's right to request or accept any information after the Offer solicitation closing in circumstances where the Offer solicitation expressly provides for this right.
- (d) The POCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2006 (2017-04-27) Standard Instructions – Request for Standing Offers - Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after Offer solicitation closing in circumstances where the Offer solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Offeror must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Offeror at any address provided by the Offeror in or pursuant to the Offer is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.0.2 Phase I: Financial Offer

- (a) After the closing date and time of this Offer solicitation, Canada will examine the Offer to determine whether it includes a Financial Offer and whether any Financial Offer includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the Offer solicitation to be included in the Financial Offer is missing from the Financial Offer. This review will not assess whether the Financial Offer meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Public Services and Procurement Canada.

- (c) If Canada determines, in its absolute discretion that there is no Financial Offer or that the Financial Offer is missing all of the information required by the Offer solicitation to be included in the Financial Offer, then the Offer will be considered non-responsive and will be given no further consideration.
- (d) For Offers other than those described in c), Canada will send a written notice to the Offeror ("Notice") identifying where the Financial Offer is missing information. An Offeror, whose Financial Offer has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Offerors shall not be entitled to submit any additional information in respect of their Financial Offer.
- (e) The Offerors who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Offeror will be entitled to remedy only that part of its Financial Offer which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Offer, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Offer, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Offeror and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Offer submitted by the Offeror will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Offeror's Offer. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Offer as is permitted above, and will be used for the remainder of the Offer evaluation process.
- (h) Canada will determine whether the Financial Offer is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Offeror in accordance with this Section. If the Financial Offer is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.0.3 Phase II: Technical Offer

- (a) Canada's review at Phase II will be limited to a review of the Technical Offer to identify any instances where the Offeror has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Offer meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the POCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the POCP, will not be evaluated until Phase III.

- (b) Canada will send a written notice to the Offeror (Compliance Assessment Report or “CAR”) identifying any Eligible Mandatory Criteria that the Offer has failed to meet. A Offeror whose Offer has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Offer has been found responsive to the requirements reviewed at Phase II. Such Offeror shall not be entitled to submit any response to the CAR.
- (c) A Offeror shall have the period specified in the CAR (the “Remedy Period”) to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Offeror’s response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Offeror which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Offer, the Offeror shall identify such additional changes, provided that its response must not include any change to the Financial Offer.
- (e) The Offeror’s response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Offer, the wording of the proposed change to that section, and the wording and location in the Offer of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Offeror must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Offeror’s Offer, and failure of the Offeror to do so in accordance with this subparagraph is at the Offeror’s own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Offer submitted by the Offeror other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Offer as is permitted in this Section.

- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Offer, but will be considered by Canada in the evaluation of the Offer at Phase II only for the purpose of determining whether the Offer meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Offer would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Offeror in response to the CAR. If so, the Offer will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Offeror shall bind the Offeror as part of its Offer, but the Offeror's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Offer.
- (h) Canada will determine whether the Offer is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Offeror in accordance with this Section. If the Offer is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.0.4 Phase III: Final Evaluation of the Offer

- (a) In Phase III, Canada will complete the evaluation of all Offers found responsive to the requirements reviewed at Phase II. Offers will be assessed in accordance with the entire requirement of the Offer solicitation including the technical and financial evaluation criteria.
- (b) An Offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.”
5. At Attachment 1 to Part 4 – Financial Presentation Sheet, DELETE in its entirety and REPLACE with the revised Attachment 1 to Part 4.
6. At Attachment 2 to Part 4 – Offered Products List, DELETE in its entirety and REPLACE with the revised Attachment 2 to Part 4.
7. At Attachment 2 to Annex A, Product Requirements List, DELETE in its entirety and REPLACE with the revised Attachment 2 to Annex A.
8. At Part 4-Evaluation Procedures and Basis of Selection, 4.1.1.1 Mandatory Technical Criteria (MTC), MTC 6, DELETE in its entirety and REPLACE with the following,

| | | | |
|--------|--|--|--|
| "MTC 6 | The Offeror must confirm: 1) that all available finishes for each product offered will be available and, 2) that the available finishes for each product offered meet the mandatory finish requirements associated to those products, as listed in Attachment 2 to Annex A – Product Requirements List.” | | |
|--------|--|--|--|

9. At Part 4-Evaluation Procedures and Basis of Selection, 4.1.1.1 Mandatory Technical Criteria (MTC), MTC 9, DELETE in its entirety and REPLACE with the following,

| | | | |
|--------|--|--|--|
| "MTC 9 | The Offeror must provide demonstration on how it meets the following Offeror and Offeror Personnel Qualifications as per section 19 of Annex A - Statement of Requirements: | | |
| | 1. The Offeror, if an authorized dealer or distributor of products, must have a minimum of one (1) year of experience in the supply, delivery and installation of the product(s) being offered. If the Offeror is a manufacturer, their suggested authorized dealer or distributor must have a minimum of one (1) year of experience in the supply, delivery and installation of the product(s) being offered. | | |
| | 2. The Offered product(s) manufacturer(s) must have a minimum of five (5) years' experience in the manufacturing of furniture, fixtures and equipment. | | |
| | 3. The Offeror must provide a named Account Representative and a named Site Supervisor. The individuals must not be the same person." | | |

10. At Attachment A – Statement of Requirement, article 19.1, DELETE in its entirety and REPLACE with the following,

"The Offeror, if an authorized dealer or distributor of products, must have a minimum of one (1) year of experience in the supply, delivery and installation of the product(s) being offered. If the Offeror is a manufacturer, their suggested authorized dealer or distributor must have a minimum of one (1) year of experience in the supply, delivery and installation of the product(s) being offered. "

11. At Attachment A – Statement of Requirement, articles 19.4, 19.5 and 19.6 DELETE in their entirety.

ALL OTHER TERMS AND CONDITIONS OF THE REQUEST FOR STANDING OFFER REMAIN UNCHANGED.