

Canada

Department of Finance Ministère des Finances Canada

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Farrah Bartal, Senior Procurement Officer Procurement-approvisionnement@fin.gc.ca

STANDARD REQUEST FOR BID **INVITATION À SOUMISSIONNER - STANDARD**

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 the prices set out in the bid.

This bid solicitation is issued in accordance with the conditions of the Supply Arrangement E60PQ-120001/G.

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 E60PQ-120001/G.

Solicitation No N° de la	Amendment No N° de
demande	modification
FIN-20210497	000

Solicitation closes - La demande prend fin :

at – à 2:00 P.M. Eastern Standard Time

on - le August 31, 2021

See Section 2.3 Voir Section 2.3

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT.

	No of			
	Page/	1		
	N° de page			
Date of Solicitation – Date	e de la deman	de		
August 16, 2021				
Address inquiries to – Ad	resser toute d	emande de		
renseignement à :				
Farrah Bartal, Senior Pr	ocurement	Officer		
Procurement-approvisi	onnement@	fin.gc.ca		
<u></u>				
Destination				
Loading Dock – Albert Entrance				
90 Elgin Street				
Ottawa, Ontario				

K1A 0G5 Instructions:

Municipal taxes are not applicable.

Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadians funds including Canadian customs duties, excise taxes, must be FOB, including all delivery charges to destination(s) as indicated. The amount for Applicable Taxes 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) indiqué(s). Le montant des taxes applicables doit apparaître séparément.

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 :_____

Canada

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
 SECURITY REQUIREMENTS REQUIREMENT GENERAL OR PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS (PSAB) DEBRIEFINGS 	3 3
PART 2 - BIDDER INSTRUCTIONS	4
 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS 2.2 SUBMISSION OF BIDS 2.3 ENQUIRIES - BID SOLICITATION 2.4 BID CHALLENGE AND RECOURSE MECHANISMS 	4 4
PART 3 - BID PREPARATION INSTRUCTIONS	5
3.1 BID PREPARATION INSTRUCTIONS	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.1 EVALUATION PROCEDURES4.2 BASIS OF SELECTION	7
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	
 5.1 Certifications Required with the Bid 5.2 Certifications Precedent to Contract Award and Additional Information 	ON8
PART 6 - RESULTING CONTRACT CLAUSES	
 6.1 SECURITY REQUIREMENTS	10 10 11 12 13 13 13 14 14 14 14 14 14 15 15 15
REQUIREMENT	
ANNEX B	
BASIS OF PAYMENT	
ANNEX C	
SECURITY REQUIREMENTS CHECKLIST	

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security associated with this requirement.

Contractor may be escorted; possession of a security clearance not required.

Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

1.2 Requirement

This solicitation is issued pursuant to the Supplier's Furniture for Office Seating Supply Arrangement (SA) that forms part of the series of SAs issued by PWGSC with the number E60PQ-120001/PQ. The terms and conditions in the Supplier's SA apply to and form part of this solicitation. Bidders who submit a bid agree to be bound by those terms and conditions as well as the terms and conditions in this solicitation.

The requirement is detailed under Annex A of the resulting contract clauses.

1.3 General or Procurement Strategy for Aboriginal Business (PSAB)

This requirement is a:

General Stream Procurement

The requirement is subject to all applicable trade agreements as identified in the Notice of Proposed Procurement (NPP).

PSAB Stream Procurement

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to <u>Annex 9.4</u> of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

1.4 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

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

2.2 Submission of Bids

Bids must be submitted in electronic format only to the **Department of Finance** specified below by the date and time indicated on page 1 of the bid solicitation:

procurement-approvisionnement@fin.gc.ca

Due to the nature of the bid solicitation, bids transmitted by facsimile, hardcopy, and epost Connect service to **Department of Finance** will not be accepted.

2.3 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse</u> <u>Mechanisms</u>" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders submit their bid electronically in a **single email** (no emails with links to documents/data stored on the website(s) will be accepted). The bid must be gathered per section and separated as follows:

Section I: Technical Bid (soft copies in PDF Format) Section II: Financial Bid (soft copies in PDF Format) Section III: Certifications and Additional Information (soft copies in PDF Format)

Canada requests that respondents submit their response in unprotected (i.e. no password) PDF format by email. Complete size of emails containing a response must not exceed 10MB. Emails exceeding 10MB will not be received. Should the size of email(s) exceed 10MB, respondents must contact the Contracting Authority at least 48 hours prior to the closing date to discuss alternatives.

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

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 <u>Policy on Green</u> <u>Procurement</u> (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573).

Section I: Technical Bid

In their Technical Bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their Financial Bid in accordance with the Basis of Payment.

3.1.1 Exchange Rate Fluctuation

<u>C3011T</u> (2013-11-06), Exchange Rate Fluctuation, apply to and form part of the Contract:

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 and Additional Information

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Evaluation Criteria

Mandatory Technical Criteria (MTC)						
Criteria #	Criteria #					
MTC 1	The Bidder must provide a line drawing and/or a 3-D with dimensions of product Rotary Chair as described at Annex A of this solicitation. To demonstrate compliance with MTC 1, the Bidder must submit a drawing and/or 3-D of product Rotary Chair that substantiates, at a minimum: - Length - Width - Height Any media (soft copy in PDF format only) submitted must be readable by Canada.					
MTC 2	 The Bidder must offer products that have successfully passed all the testing as detailed in Annex A of the Office Seating Supply Arrangement E60PQ-120001 and Annex A of the Request for Proposal. To demonstrate compliance with MTC 2, the Bidder must submit a copy of the test report that confirms compliance for stability for product Rotary Chair. At a minimum, the test report must substantiate the following: Name and address of lab Date of report Description of the test item Test results (compliant) Worst Case Condition: as defined in ANSI/BIFMA, worst case condition testing is acceptable and clarification may be requested if not provided with the bid. Any media (soft copy in PDF format only) submitted must be readable by Canada. 					

4.1.2 Financial Evaluation

SACC Manual Clause <u>A0220T</u> (2014-06-26), Evaluation of Price-Bid, apply to and form part of the Contract:

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

4.2 Basis of Selection

SACC Manual clause <u>A0031T</u> (2010-08-16) Mandatory Technical Criteria, apply to and form part of the Contract:

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.

SACC Manual clause <u>A0069T</u> (2007-05-25) Basis of Selection, apply to and form part of the Contract:

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Additional Information

Integrity checks were performed on each Supplier at time of issuance of their respective Supply Arrangement (SA). 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 listed above.

5.1.2 Product Conformance

By submitting a bid, the Bidder certifies that all goods proposed conform, and will continue to conform throughout the period of the contract, to the requirement detailed under Annex A and to the Specifications of the series of SAs issued by PWGSC with the number E60PQ-120001/PQ.

5.1.3 Continuance of Certifications

The Bidder certifies that by submitting a bid in response to this solicitation, the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, continues to comply with all of the certifications submitted with its arrangement to become qualified as part of the series of SAs issued by PWGSC with the number E60PQ-120001/PQ.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Additional Certifications Precedent to Contract Award

5.2.1.1 Price Certification

This certification applies to Competitive and Non-Competitive Requirements when the Total Evaluated Bid Price is \$50,000.00 or more and the bid is the only responsive bid.

a. Price Certification – Canadian-based Suppliers (other than Agency and Resale Outlets)

The Bidder certifies that the price proposed

- i. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- ii. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity, and
- iii. does not include any provision for discounts to selling agents.
- b. Price Certification Canadian Agency and Resale Outlets

The Bidder certifies that the price proposed

i. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both; and does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

Contractor may be escorted; possession of security clearance not required.

Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

6.2 Requirement

6.2.1 The Contractor must provide office seating in accordance with the Requirement at Annex A.

This contract is issued against the Supplier's Furniture for Office Seating Supply Arrangement (SA) that forms part of the series of SAs issued by PWGSC with the number E60PQ-120001/PQ. The terms and conditions in the Supplier's SA apply to and form part of this contract.

6.2.2 This requirement is a:

General Stream

🛛 PSAB Stream

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard</u> <u>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.</u>

6.3.1 General Conditions

<u>2010A</u> (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Section 09 - Warranty, is amended as follows:

At Sub-section 1.
Deleted:
Inserted:"The warranty period will be 12 months."
"The warranty period will be 10 years with the exception of user adjustable
components, which will have a warranty of 5 years."At Sub-section 2.
Deleted:
Inserted:In its entirety
as follows:
2. The Contractor must pay the transportation cost associated with returning the
Work or any part of the Work to the Contractor's plant for replacement, repair or
making good. The Contractor must also pay the transportation cost associated
with forwarding the replacement or returning the Work or part of the Work when

rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs."

All other provisions of the warranty section remain in effect.

Section 16 - Interest on Overdue Accounts

This provision will not apply to payments made by credit card at point of sale. This provision does not apply to Suppliers whose SAs do not include the provision for payment by credit card

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to December 31, 2021 inclusive.

6.4.2 Option to Extend the Contract

SACC Manual clause <u>A9009C</u> (2008-12-12) Option to Extend the Contract, apply to and form part of the Contract.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **one** (1) additional option year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least **fifteen** (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.4.3 Delivery Date

All deliverables must be received no later than November 30th, 2021 or;

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

Standard Lead time is between 6-10 weeks for furniture delivery.

6.4.4 Shipping Instructions

If delivery is required: Goods must be delivered DDP (Destination as specified in contract) Incoterms® rules, Applicable Taxes extra.

In addition to the above, the Contractor is to unload and move the goods to the delivery location(s) specified in the contract.

6.4.5 Delivery Points Location(s)

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

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Farrah Bartal Title: Senior Procurement Officer Department: Department of Finance Address: 90 Elgin Street Ottawa, Ontario K1A 0G5

Telephone: (343) 549-8542 E-mail address: <u>Procurement-approvisionnement@fin.gc.ca</u>

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

6.5.2 Project Authority

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

Name:	
Title:	
Organization:	
Address:	

Telephone:	 	
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 including the provision to approve the authority to proceed for delivery and installation 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.

In addition, the PA is also responsible for ensuring that the Supplier's employees and subcontractors requiring access to the site adhere to the allocated time for the Supplier to access the site to deliver and install the furniture in accordance with the master schedule held by the General Contractor (a representative of Canada or a service provider(s) under contract with the Government of Canada).

6.5.3 Contractor's Representative

The Contractors Representative for the Contract is: (to be completed at contract award)

Name:	_
Title:	 -

Telephone:	 	
E-mail address:	 	_

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid **firm unit price(s)**, as specified in Annex B – Basis of Payment, for a cost of \$______(*to be filled in only at contract award*). Customs duties are included and Applicable Taxes are extra.

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

The Contracting Authority may exercise the option within **one (1) year** after contract award by sending a written notice to the Contractor.

6.6.2 Method of Payment

SACC Manual clause H1000C (2008-05-12) Single Payment, apply to and form part of the Contract.

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.

6.6.3 Electronic Payment of Invoices – Contract

Canada may pay invoices by direct deposit if the Contractor's SA indicates acceptance of such payment. Refer to Supplier's SA.

6.7 Invoicing Instructions

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

Electronic invoices must be distributed as follows:

a. The electronic invoices must be forwarded to the addresses shown on page 1 of the Contract for certification and payment.

2010A 15 (2014-09-25) Payment period

- Canada's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 16.
- 2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.8.2 SACC Manual Clauses

SACC Manual clause <u>A3000C</u> (2014-11-27) Aboriginal Business Certification, apply to and form part of the Contract.

- 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 <u>Annex 9.4</u> 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 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.

6.9 Applicable Laws

As set out in the article "Applicable Laws" in Part 6A of the SA.

6.10 **Priority of Documents**

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

- (a) the Articles of Agreement of the SA E60PQ-120001;
- (b) the Articles of this Agreement;
- (c) the general conditions <u>2010A</u> (2020-05-28), General Conditions: Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirement; and
- (g) 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)).

6.11 Access to Facilities and Equipment

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

comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

6.12 Canada's Facilities to Accommodate the Delivery

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

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

6.13 Standard finishes

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

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

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

6.14 SACC Manual Clauses

SACC Manual clause <u>B7500C</u> (2006-06-16), Excess Goods SACC Manual clause <u>A9068C</u> (2010-01-11), Government Site Regulations SACC Manual clause <u>B6802C</u> (2007-11-30), Government Property SACC Manual clause <u>G1005C</u> (2016-01-28), Insurance - No Specific Requirement

ANNEX A

REQUIREMENT

Table A1: Rotary chair



CHAIR TYPE	QTY: 300
Rotary Chair (up	to 275 lbs)

- Rotary Chair large occupant (up to 400 lbs)
- Rotary Stool with backrest

IMPORTANT: Canada may request additional information to confirm criteria prior to contract award within a time period specified by the Identified User (IU). Suppliers must provide products that are compliant to the selected "
"Requirement Choices

	Criteria Instructions	Requirement Choices			
A	Headrest choose only 1	 Yes – Adjustable and Removable (if applicable, indicate type of adjustment in additional criteria below) Recommended with Standard Back Height ■ No 			
в	Backrest Height choose only 1	\Box High = he	 ❑ Standard = height between 450 mm (17.7 in.) to 660 mm (26.0 in.) ❑ High = height greater than 660 mm (26.0 in.) ■ No preference = minimum height of 450mm (17.0 in.) 		
	Backrest Profile choose only 1	•	rence (It is recommended to select "no preference" as profiles do not affect functionality of chair).		
с	Lumbar Support choose ALL that are acceptable	<u>Adjustable</u> ■ Up/Dow n □ Other =_	= min. 50 mm (2.0 in.) height adjustment between 150mm (5.9 in.) to 250 mm (9.8 in.)		
	□ Fixed = between 150 mm (5.9 in.) to 250 mm (9.8 in.) above seat				
D	choose ALL that are ■ Pivot adjustable = min. 20 degrees inward and min. 10 degrees outward		ustable = within the range of 443 mm (17.0 in.) to 493 mm (19.4 in.)		
	acceptable	\Box Fixed = h	eight range between 200 mm (7.9 in.) to 250 mm (9.8 in.)		
		□ None			
	Seat Depth	Adjustable	e = min. 50 mm (2.0 in.) adjustment within the range 420 mm (16.5 in.) to 460 mm (18.1 in.)		
E	choose ALL that are acceptable	□ Fixed	 □ Shallow = 380 mm (15.0 in.) to 420 mm (16.5 in.) □ Medium = greater than 420 mm (16.5 in.) to 460 mm (18.1 in.) □ Deep = greater than 460 mm (18.1 in.) 		
F	Seat Width	<u>Refer to chair type above</u> Rotary chairs and stools = min. width of 450 mm (17.7in.)			

	Rotary Seat Height Chair		■ Adjustable	■ Standard = includes 417 mm (16.4 in.) or less to 512 mm (20.2in.) or more □ Low = includes 376 mm (14.8 in.) to 439 mm (17.3 in.) □ Other =			
G	choose ALL that are		□ Fixed = between 417 mm (16.4 in.) to 512 mm (20.2 in.)				
acceptable Rotary Stool with Adjustable = ir				includes range from 580 mm (23 in.) to 840 mm (33 in.) al or greater than 670 mm (27.5 in)			
н	Tilt Mechanism choose only 1	Synchro-Tilt	anism seat and backrest adjust together in a ratio that falls within \geq 1:1 (includes both the distance of th				
I	Seat and Backrest Locks choose ALL that are acceptable		Position = chair locks or stops at one position with seat flat and backrest straight Positions = chair locks or stops at multiple positions (including setup position)				
J	Casters	■ carpet 🛛	hard surface				
L	Foot Ring	Standard with	Standard with stool models only				
	<i>Finishes</i> (Upholstery / Non-Upholstery)	Backrest	■ Upholstery □ Other = ■ Breathable material (Mesh)				
	choose ALL that are acceptable	Seat	■ Upholstery □ Other = □ Breathable material (Mesh)				
	Additional Criteria:	• Sea	ackrest Upholstery and/or Breathable material (Mesh) Colours: Light Grey Silver eat Upholstery Color: Grey on-Upholstery Frame Colour: Black or Charcoal Matte Finish				

ANNEX B

BASIS OF PAYMENT

1. Procurement Strategy

□ Subcategory Procurement

All-inclusive Procurement

2. Product and Pricing

INSTRUCTIONS TO BIDDERS: Bidders are to complete Sections B of the tables identified by the IU in this article as well as **Tables 8 and 9**. **Bidders must provide a complete product offering for each All-inclusive Procurement**. In a resulting contract, the term "Bid" means the Supplier's commitment, the term "Bidder" means "Contractor".

BIDDER TO COMPLETE SECTION B - SUPPLIER'S BID IN ITS ENTIRETY.

ALL-INCLUSIVE PROCUREMENT

Table 1: Summary of Chairs for All-inclusive procurement.

Section A - IU REQUIREMENT		Section B – SUPPLIER'S BID			
Table			Manufacturer/ Series/Model	Firm Unit Price (B)	Product Total (C)=(A)x(B)
A1	Rotary Chairs	300		\$	\$
Note: P	hased Delivery, please see Table				
Subtotal:					\$

Table 2: Optional Product - Rotary Chairs (Applicable if Option is exercised)

	Section A - IU REQUIREMEN	r	Section B – SUPPLIER'S BID					
Table	Title	Optional Quantity (A)	Manufacturer/ Series/Model	Firm Unit Price (B)	Product Total (C)=(A)x(B)			
A2	Rotary Chairs	100		\$	\$			
				Subtotal:	\$			

 Table 3 – Delivery (Standard Lead time is between 6-10 weeks for furniture delivery)

Note: The Supplier must deliver all chairs assembled but not in boxes. They must be individually covered with protective plastic.

	Section A – IU REQ		Section B – SUPPLIER'S BID				
Table(s)	Location	Desired Date** (YY/MM/DD)	Desired Time*	Supplier will deliver on the date and at the time below **	Firm Lot Price \$		
A1	Loading Dock – Albert Entrance 90 Elgin Street Ottawa, Ontario K1A 0G5	Phase 1: Rotary Chairs (Qty:75) Monday, November 1 st , 2021	Normal Business Hours	: weeks Standard Lead time is between 6-10 weeks for furniture delivery.	\$		
A2	Loading Dock – Albert Entrance 90 Elgin Street Ottawa, Ontario K1A 0G5	Phase 2: Rotary Chairs (Qty:75) Monday, November 8 th , 2021	Normal Business Hours	: weeks Standard Lead time is between 6-10 weeks for furniture delivery.	\$		
A3	Loading Dock – Albert Entrance 90 Elgin Street Ottawa, Ontario K1A 0G5	Phase 3: Rotary Chairs (Qty:75) Monday, November 15 th , 2021	Normal Business Hours	: weeks Standard Lead time is between 6-10 weeks for furniture delivery.	\$		
Α4	Loading Dock – Albert Entrance 90 Elgin Street Ottawa, Ontario K1A 0G5	Phase 4: Rotary Chairs (Qty:75) Monday, November 22 th , 2021	Normal Business Hours	: weeks Standard Lead time is between 6-10 weeks for furniture delivery.	\$		
**The Proj to proceed considerat will not be	susiness Hours are 8:00 – 17:00 ect Authority (PA) will provide the sup d prior to the finalized delivery date tal tion the delivery time provided by the responsible if the supplier chooses to thorization.	king into supplier. Canada		Subtotal for Deliveries:	\$		

Table 4 – Optional Delivery (Applicable if Option is exercised)

Note: The Supplier must deliver all chairs assembled but not in boxes. They must be individually covered with protective plastic.

	Section A	- IU REQUIREMENT		Section B – SUPPLI				
Table(s)	Location	Desired Date** (YY/MM/DD)	Desired Time*	Supplier will deliver on the date and at the time below **	Firm Lot Price \$			
A5	Loading Dock – Albert Entrance 90 Elgin Street Ottawa, Ontario K1A 0G5	Phase 5: Rotary Chairs (Optional Qty:100) January 1, 2022 to December 31, 2022 (Applicable if Option is exercised)	Normal Business Hours	: weeks Standard Lead time is between 6-10 weeks for furniture delivery.	\$			
**The Pro proceed p delivery ti	prior to the finalized delivery	ide the supplier the authority to date taking into consideration the . Canada will not be responsible if		Subtotal for Deliveries:	\$			

Table 5 - Canada's Facilities to Accommodate the Delivery

Canada's Facilities to Accommodate the Delivery								
Loading Dock/Location	Loading Dock – Albert Entrance							
	90 Elgin Street							
	Ottawa, Ontario							
	K1A 0G5							
Dock	Up to 53' foot trailer							
Lift	Yes, Type: Hydraulic							
Door	Up to 53' foot trailer							
	Loading Dock – Albert Entrance							
Freight Elevator	90 Elgin Street							
	Ottawa, Ontario							
	K1A 0G5							

 Table 8 - Bid Evaluation and Contract Total for

 (Canada may complete if not completed by the Bidder)

1	Firm Product Total (Table 1)	\$
2	Firm Delivery Total (Table 3)	\$
3	Optional Product Total (Table 2) (Applicable if Option is exercised)	\$
4	Optional Delivery Total (Table 4) (Applicable if Option is exercised)	\$
5	Total Evaluated (Bid) Price* (1 + 2 + 3 + 4) [to be removed at contract award]	\$
6	Contract Price(1 + 2): [applicable at contract award only]	\$
7	Applicable Tax(es): [applicable at contract award only]	\$
8	Total Estimated Cost (6 + 7): [applicable at contract award only]	\$

*Applicable taxes extra.

Table 9 – Bidder's Authorized Representative

1.	Bidder's Authorized Representative for the Bid and the Contract									
	Name:	Telephone:								
		Email:								
		SA number:								
		PBN:								

ANNEX C

SECURITY REQUIREMENTS CHECKLIST

When applicable, leave the signature page (4th page) blank during solicitation, then insert prior to contract award.

Government Gouvernem	ient	Co	ntract Number / Numéro du cont	rat
T of Canada du Canada	ion n		20210497	
		Security	Classification / Classification de UNCLASSIFIED	sécurité
			0110210011120	
LISTE DE VÉR	SECURITY REQUIREMEN			
PART A - CONTRACT INFORMATION / PARTI				
 Originating Government Department or Organ Ministère ou organisme gouvernemental d'origination 			h or Directorate / Direction génér	rale ou Direction
3. a) Subcontract Number / Numéro du contrat d			orate Services Branch (CSB) contractor / Nom et adresse du se	oue traitant
s, a) Subcontract Number / Numero du contrat d	e sous-nanance 5. b) Na	anie and Address of Subc	contractor / Norm et auresse du si	ous-u anami
4. Brief Description of Work / Brève description of	lu travail			
Competitive acquisition of rotary chairs, delivery for	Department of Finance (90 Elgin Str	eet Ottawa, Ontario K1A 0G5	in accordance with the termes and	conditions of PSPC SA
# E60PQ-120001/G.				
5. a) Will the supplier require access to Controlle				V No Yes
Le fournisseur aura-t-il accès à des marcha				📩 Non 📖 Oui
b) Will the supplier require access to unclassif	ied military technical data subject	ct to the provisions of the	Technical Data Control	V No Yes
Regulations? Le fournisseur aura-t-il accès à des donnée	s techniques militaires non class	sifiées qui sont assuletties	aux dispositions du Réglement	Non U Oui
sur le contrôle des données techniques?	a teorinquea minanea non ciaa.	anicea qui aoni aaaujette.	aux dispositions du regionem	
6. Indicate the type of access required / Indiquer	le type d'accès requis			
6. a) Will the supplier and its employees require	access to PROTECTED and/or	CLASSIFIED information	or assets?	No Yes
Le fournisseur ainsi que les employés auro		its ou à des biens PROTÉ	GÉS et/ou CLASSIFIÉS?	🚩 Non 🔛 Oui
(Specify the level of access using the chart		n 7 c)		
(Préciser le niveau d'accès en utilisant le ta 6. b) Will the supplier and its employees (e.g. cle			ed access areas? No access to	No Yes
PROTECTED and/or CLASSIFIED information	ion or assets is permitted.			Non Oui
Le fournisseur et ses employés (p. ex. nette			s d'accès restreintes? L'accès	
å des renseignements ou à des biens PRO 6. c) Is this a commercial courier or delivery requ				No Yes
S'agit-il d'un contrat de messagerie ou de li				Non Oui
7. a) Indicate the type of information that the sup			tion auquel le fournisseur devra	avoir accès
Canada	NATO / OTA	<u> </u>	Foreign / Étranger	
7. b) Release restrictions / Restrictions relatives			r or or grit i La unigor	
No release restrictions	All NATO countries		No release restrictions	
Aucune restriction relative	Tous les pays de l'OTAN		Aucune restriction relative	
à la diffusion			à la diffusion	
Not releasable				
À ne pas diffuser				
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limité à :	
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Pré	eciser le(s) pays :	Specify country(ies): / Précis	er le(s) pays :
7. c) Level of information / Niveau d'information				
PROTECTED A	NATO UNCLASSIFIED		PROTECTED A	
PROTÉGÉ A	NATO NON CLASSIFIÉ NATO RESTRICTED		PROTÉGÉ A PROTECTED B	늼
PROTECTED B	NATO DIFFUSION REST	REINTE	PROTÉGÉ B	
PROTECTED C	NATO CONFIDENTIAL		PROTECTED C	
PROTÉGÉ C	NATO CONFIDENTIEL		PROTÉGÉ C	
CONFIDENTIAL	NATO SECRET		CONFIDENTIAL	
	NATO SECRET		CONFIDENTIEL	
SECRET	COSMIC TOP SECRET		SECRET	
TOP SECRET	COSMIC TRÈS SECRET		SECRET TOP SECRET	
			TRÈS SECRET	
TOP SECRET (SIGINT)			TOP SECRET (SIGINT)	
TRÈS SECRET (SIGINT)			TRES SECRET (SIGINT)	

TBS/SCT 350-103(2004/12)

Security Classification/Classification de sécurité UNCLASSIFIED

Canadä

*	Government of Canada	Gouvernement du Canada	Contract Number / Numéro du contrat 20210497								
• • •	of Canada	du Canada	Security Classification / Classification de	e sécurité							
			UNCLASSIFIED								
 Will the sup Le fourniss If Yes, indic 	eur aura-t-il accès ate the level of ser	is to PROTECTED and/or CLASSIFIED COMS à des renseignements ou à des biens COMSE		No Yes Non Oui							
9. Will the sup	plier require acces	a des renseignements ou à des biens INFOSEC		No Ves							
	s) of material / Titre Number / Numéro	a(s) abrégé(s) du matériel :									
PART B - PER	RSONNEL (SUPPL	LIER) / PARTIE B - PERSONNEL (FOURNISS ing level required / Niveau de contrôle de la séc									
	RELIABILITY ST	· ·		FT							
	COTE DE FIABI	LITÉ CONFIDENTIEL	SECRET TRÈS SEC	RET							
	TOP SECRET- TRÉS SECRET			OP SECRET RÉS SECRET							
	SITE ACCESS ACCÈS AUX EN	IPLACEMENTS									
	Special commen Commentaires s										
		e levels of screening are identified, a Security Cla									
	screened personne	el be used for portions of the work? el be used for portions of the work? eation sécuritaire peut-il se voir confier des parti	requis, un guide de classification de la sécurité doit être : es du travail?	No Yes Non Oui							
If Yes,	will unscreened per	rsonnel be escorted? onnel en guestion sera-t-il escorté?		No Yes Non Qui							
		PLIER) / PARTIE C - MESURES DE PROTECT	TION (FOURNISSEUR)								
INFORMATI	ON / ASSETS /	RENSEIGNEMENTS / BIENS									
11. a) Will the premise		ed to receive and store PROTECTED and/or Cl	ASSIFIED information or assets on its site or	No Yes Non Oui							
Le four CLASS		u de recevoir et d'entreposer sur place des ren	seignements ou des biens PROTÉGÉS et/ou								
		ed to safeguard COMSEC information or assets u de protéger des renseignements ou des bien		No Yes Non Oui							
PRODUCTIO	N										
			ECTED and/or CLASSIFIED material or equipment	No Yes							
Les inst	the supplier's site allations du fourniss ASSIFIÉ?		ou réparation et/ou modification) de matériel PROTÉGÉ	Non Oui							
		(IT) MEDIA / SUPPORT RELATIF À LA TEO									
informa	tion or data?		roduce or store PROTECTED and/or CLASSIFIED	No Ves Non Oui							
		i d'utiliser ses propres systèmes informatiques po nnées PROTÉGÉS et/ou CLASSIFIÉS?	ur traiter, produire ou stocker électroniquement des								
		nk between the supplier's IT systems and the gov ctronique entre le système informatique du fourni		No Yes							
	ementale?	seconque entre le systeme informatique du fourni	aseur er seiur un ministere on de ragense								

TBS/SCT 350-103(2004/12)

Security Classification/Classification de sécurité UNCLASSIFIED

Canadä

	Government Gouvernement						Contract Number / Numéro du contrat										
Ŧ	of Ca	nad	da		du Canada							:	2021	049	7		
										Secu	rity Classif				ification de sé	curité	
												UN	CLA	SSI	FIED		
PART C - (co	ntinue	41.7.1		TIE	C _ (euite)												
					manually use	e the sum	mary cha	rt below to in	dicate the cate	egory(ies)	and level	(s) of	safe	guai	rding required	at the su	pplier's
site(s) or			mal		nt le formulaire	manual	ement de	want utilizar	le teblesu réc	hitelution	ci deceour		rindi		nour chaque	celécori	
					aux installation				le tableau rec	apitulatir	ci-dessous	s pour	inai	que	r, pour chaque	r categori	e, 105
Former	complet	in a	ih e	lara	enline (vie th	e leteree	the even	amon chart	a automaticall		ad burnering					ations	
					online (via th ui remplissent												aisies
dans le ta	bleau ré	cap	itula	tif.				CHART (TABLEAU R	ÉCADITI							
						51	MMARY	CHART /	TABLEAU R	ECAPIT	LATIF						
								1				<u> </u>					
Categor Catégori			OTÉC			ASSIFIED ASSIFIÉ			NATO	NATO COMSEC							
	ł		_				TOP	NATO	NATO	NATO	COSMIC		TECTE		-		Тор
		A	в	с	CONFIDENTIAL	SECRET	SECRET	RESTRICTED	CONFIDENTIAL	SECRET	TOP SECRET		OTÉGÉ		CONFIDENTIAL	SECRET	SECRET
					CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC TRÈS SECRET	A	в	С	CONFIDENTIEL		TRES SECRET
Information / A Renseignemen																	
Production																	
IT Media / Support TI																	
IT Link / Lien électroniq	Je																
,				_													
					ork contained										Г	✓ No	Yes
La des	cription	du t	rava	ill vis	ié par la prése	nte LVER	S est-elle	de nature P	ROTEGEE et	ou CLAS	SIFIEE?				L	Non	LUOui
If Yes,	classify	/ thi	is fo	rm I	by annotating	the top a	and botto	m in the are	a entitled "Se	curity C	lassificati	on".					
					ier le présent ité » au haut e				veau de sécu	rité dans	la case in	ntitulé	e				
« class	sincatio	n a	e se	curi	te » au naut (it au bas	du tormu	liaire.									
					tached to this a la présente										[✓ No Non	Ves Oui
If Vee	classifi			rm l	by annotating	the top	and botto	m in the cre	a antitlad iiC		laccificati	on" -	und i	ndie	te with		
					T with Attach		ind botto	in the are	a entitied "Se	curity C	assincati	on a	ina i	naic	ate with		
					ier le présent										ET auro		
	sificatio			curi	té » au haut e	et au das	au tormu	liaire et indi	quer qu'il y a	des piec	es jointes	s (p. e	x.s	ECR	CET avec		
ace pr																	

TBS/SCT 350-103(2004/12)

Security Classification/Classification de sécurité UNCLASSIFIED Canadä