



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scotia

B3J 1T3

Bid Fax: (902) 496-5016

## 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

### Vendor/Firm Name and Address

### Raison sociale et adresse du

### fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

<b>Title - Sujet</b> DFO Temp Space Seating	
<b>Solicitation No. - N° de l'invitation</b> EB129-221277/B	<b>Date</b> 2021-11-23
<b>Client Reference No. - N° de référence du client</b> EB129-22-1277	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$HAL-207-11399	
<b>File No. - N° de dossier</b> HAL-1-87118 (207)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Atlantic Standard Time AST <b>on - le 2021-12-09</b> Heure Normale de l'Atlantique HNA	
<b>F.O.B. - F.A.B.</b> <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> Grieve, Bronwen	<b>Buyer Id - Id de l'acheteur</b> hal207
<b>Telephone No. - N° de téléphone</b> (902) 943-2394 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> 1ST FLOOR VENTURA RUN DARTMOUTH NOVA SCOTIA B3B 0L9 CANADA	

Instructions: See Herein

Instructions: Voir aux présentes

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

N° de l'invitation - Solicitation No.

EB129-221277/B

N° de réf. du client - Client Ref. No.

N° de la modif - Amd. No.

File No. - N° du dossier

Id de l'acheteur - Buyer ID

ha1207

N° CCC / CCC No./ N° VME - FMS

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This bid solicitation cancels and supersedes previous bid solicitation number **EB129-221277/A** dated **2021-10-28** with a closing of **2021-11-25** at **14:00**. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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## **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.

### **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 [Annex 9.4](#) of the Supply Manual.

### **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.

### **1.5 epost Connect service**

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

### **1.6 COVID-19 vaccination requirement**

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

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

### 2.2 Submission of Bids

#### 1. Epost

Bids may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.

For Bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in Halifax, NS the email address is:

[TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the Bidder is using its own licensing agreement for epost Connect. Refer to the standard instructions 2003 for further information.

#### 2. Bid Receiving Unit/date

Bids must be submitted only to the Public Services and Procurement Canada Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Bid Receiving Public Works and Government Services Canada / Réception des soumissions  
Travaux publics et services gouvernementaux  
1713 Bedford Row  
Halifax, NS B3J 1T3

Facsimile number: (902) 496-5016

### 2.3 Enquiries - Bid Solicitation

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

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

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

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

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

Section I: Technical Bid (1 hard copy)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications and Additional Information (1 hard copy)

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

Canada requests that Bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

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

#### Section II: Financial Bid

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

##### 3.1.1 Exchange Rate Fluctuation

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N° de réf. du client - Client Ref. No.

N° de la modif - Amd. No.

File No. - N° du dossier

Id de l'acheteur - Buyer ID

hal207

N° CCC / CCC No./ N° VME - FMS

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C3011T (2013-11-06), Exchange Rate Fluctuation

**Section III: Certifications and Additional Information**

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



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## 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

### Examples of MTCs

Mandatory Technical Criteria (MTC)		
Criteria #		MET/ NOT MET & COMMENTS
MTC 1	<p>The Bidder must provide a line drawing and/or a 3-D with dimensions of product CH1 and CH2 as described at Annex A of this solicitation.</p> <p>To demonstrate compliance with MTC 1, the Bidder must submit a drawing and/or 3-D of product CH1 and CH2 that substantiates, at a minimum:</p> <ul style="list-style-type: none"><li>- Dimensions and functions as outlined in Annex A, Rows B to G</li></ul> <p>Any media (printer matter, CD, DVD, soft copy, or other) submitted must be readable by Canada.</p>	

#### 4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

### 4.2 Basis of Selection

SACC Manual clause [A0031T](#) (2010-08-16), Mandatory Technical Criteria

SACC Manual clause [A0069T](#) (2007-05-25), Basis of Selection

## 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.

#### 5.1.4 Additional Certifications Required with the Bid

##### 5.1.4.1 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

**COVID-19 Vaccination Requirement Certification:**

I, \_\_\_\_\_ (first and last name), as the representative of  
 \_\_\_\_\_ (name of business) pursuant to  
 \_\_\_\_\_ (insert solicitation number), warrant and certify that all

personnel that \_\_\_\_\_ (*name of business*) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, **religion or other prohibited grounds of discrimination under the Canadian Human Rights Act**, subject to accommodation and mitigation measures that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

## 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

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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 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" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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" list at the time of contract award.

### **5.2.2 Additional Certifications Precedent to Contract Award**

#### **5.2.2.1 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.

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## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Requirement

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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

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

Section 09 - Warranty, is amended as follows:

At Sub-section 1.

Deleted: "The warranty period will be 12 months."

Inserted: "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: In its entirety

Inserted: 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

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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

#### 6.3.2 Compliance with on-site measures, standing orders, policies and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

#### 6.3.3 Suspension of the work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) **Default by the Contractor** or **Termination for convenience** of general conditions **2010A General conditions: Goods (medium complexity)**.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

#### 6.4 Term of Contract

##### 6.4.1 Period of the Contract

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

##### 6.4.2 Delivery Date

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

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

##### 6.4.3 Shipping Instructions

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

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

#### **6.4.4 Delivery and Installation Points Location(s)**

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

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

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Bronwen Grieve  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 1713 Bedford Row  
Halifax, NS B3J 1T3

Telephone: 902-943-2394

E-mail address: [bronwen.grieve@tpsgc-pwgsc.gc.ca](mailto:bronwen.grieve@tpsgc-pwgsc.gc.ca)

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

#### **6.5.2 Project Authority**

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

[Redacted]

[Redacted]

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

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

## 6.6 Payment

### 6.6.1 Basis of Payment

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

### 6.6.2 Method of Payment

SACC Manual clause H1000C (2008-05-12), Single Payment

### 6.6.3 SACC Manual Clauses

SACC Manual clause C0100C (2010-01-11), Discretionary Audit - Commercial Goods and/or Services

### 6.6.4 Electronic Payment of Invoices – Contract

Canada may pay invoices by credit card 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.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.



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## **6.8 Certifications and Additional Information**

### **6.8.1 Compliance**

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

### **6.9 Applicable Laws**

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 2010A (2020-05-28) – General Conditions: Goods (Medium Complexity);
- d) Annex A, Requirement;
- e) Annex B, Basis of Payment;
- f) the Contractor's bid dated \_\_\_\_\_

### **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.

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

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

#### **6.14 SACC Manual Clauses**

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

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

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

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

## ANNEX A

### REQUIREMENT

**Table A1: Rotary Task Chair CH1**



<b>CHAIR TYPE</b> <b>CH1</b>	<b>QTY: 66</b>
<input checked="" type="checkbox"/> Rotary Chair (up to 275 lbs) <input type="checkbox"/> Rotary Chair large occupant (up to 400 lbs) <input type="checkbox"/> 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 <i>Instructions</i>	Requirement Choices
<b>A</b>	<b>Headrest</b>	<input type="checkbox"/> Yes – Adjustable and Removable (if applicable, indicate type of adjustment in additional criteria below) <i>Recommended with Standard Back Height</i> <input checked="" type="checkbox"/> No
<b>B</b>	<b>Backrest Height</b>	<input checked="" type="checkbox"/> Standard = height between 450 mm (17.7 in.) to 660 mm (26.0 in.) <input type="checkbox"/> High = height greater than 660 mm (26.0 in.) <input type="checkbox"/> No preference = minimum height of 450mm (17.0 in.)
	<b>Backrest Profile</b>	<input checked="" type="checkbox"/> No preference (It is recommended to select "no preference" as profiles do not affect functionality of chair). <input type="checkbox"/> Other = _____
<b>C</b>	<b>Lumbar Support</b> <i>choose ALL that are acceptable</i>	<u>Adjustable</u> <input checked="" type="checkbox"/> Up/Down = min. 50 mm (2.0 in.) height adjustment between 150mm (5.9 in.) to 250 mm (9.8 in.) <input type="checkbox"/> Other = _____ <input type="checkbox"/> Fixed = between 150 mm (5.9 in.) to 250 mm (9.8 in.) above seat
<b>D</b>	<b>Armrests</b>	<u>Adjustable</u> <input checked="" type="checkbox"/> Height adjustable = min. 63 mm (2.5 in.) adjustment between 176 mm (6.9 in.) to 289 mm (11.4 in.) <input checked="" type="checkbox"/> Width adjustable = within the range of 443 mm (17.0 in.) to 493 mm (19.4 in.) <input checked="" type="checkbox"/> Pivot adjustable = min. 20 degrees inward and min. 10 degrees outward <input type="checkbox"/> Fixed = height range between 200 mm (7.9 in.) to 250 mm (9.8 in.) <input type="checkbox"/> None
<b>E</b>	<b>Seat Depth</b>	<input checked="" type="checkbox"/> Adjustable = min. 50 mm (2.0 in.) adjustment within the range 420 mm (16.5 in.) to 460 mm (18.1 in.) <div> <input type="checkbox"/> Fixed           <div> <input type="checkbox"/> Shallow = 380 mm (15.0 in.) to 420 mm (16.5 in.)  <input type="checkbox"/> Medium = greater than 420 mm (16.5 in.) to 460 mm (18.1 in.)  <input type="checkbox"/> Deep = greater than 460 mm (18.1 in.)           </div> </div>

<b>F</b>	<b>Seat Width</b>	<u>Refer to chair type above</u> Rotary chairs and stools = min. width of 450 mm (17.7in.) Rotary Large Occupant models = min. width of 560 mm (22.0 in.)	
<b>G</b>	<b>Seat Height</b>	<b>Rotary Chair</b>	<input checked="" type="checkbox"/> <b>Adjustable</b> <input type="checkbox"/> <b>Standard</b> = includes 417 mm (16.4 in.) or less to 512 mm (20.2in.) or more <input type="checkbox"/> <b>Low</b> = includes 376 mm (14.8 in.) to 439 mm (17.3 in.) <input type="checkbox"/> <b>Other</b> = _____
			<input type="checkbox"/> <b>Fixed</b> = between 417 mm (16.4 in.) to 512 mm (20.2 in.)
	<b>Rotary Stool with backrest</b>	<input type="checkbox"/> <b>Adjustable</b> = includes range from 580 mm (23 in.) to 840 mm (33 in.) <input type="checkbox"/> <b>Fixed</b> = equal or greater than 670 mm (27.5 in)	
<b>H</b>	<b>Tilt Mechanism</b>	<input checked="" type="checkbox"/> <b>Tilt Mechanism</b> seat and backrest adjust together in a ratio that falls within $\geq 1:1$ (includes both Synchro-Tilt and Unison Tilt) <input type="checkbox"/> <b>Tilt Independently</b> seat and backrest adjust independently of each other <input type="checkbox"/> <b>No preference</b>	
<b>I</b>	<b>Seat and Backrest Locks</b>	<input type="checkbox"/> <b>Setup Position</b> = chair locks or stops at one position with seat flat and backrest straight <input checked="" type="checkbox"/> <b>Multiple Positions</b> = chair locks or stops at multiple positions (including setup position)	
<b>J</b>	<b>Casters</b>	<input checked="" type="checkbox"/> carpet <input type="checkbox"/> hard surface	
<b>L</b>	<b>Foot Ring</b>	Standard with stool models only	
	<b>Finishes (Upholstery / Non-Upholstery)</b>	<b>Backrest</b>	<input type="checkbox"/> Upholstery <input type="checkbox"/> Other = _____ <input checked="" type="checkbox"/> <b>Breathable material (Mesh)</b>
		<b>Seat</b>	<input checked="" type="checkbox"/> Upholstery <input type="checkbox"/> Other = _____ <input type="checkbox"/> <b>Breathable material (Mesh)</b>
	<b>Additional Criteria:</b>	Weight Activated Tension BIFMA Level 2	

**Table A2: Rotary Conference Chair CH2**



<b>CHAIR TYPE</b> <b>CH2</b>	<b>QTY: 33</b>
<input checked="" type="checkbox"/> Rotary Chair (up to 275 lbs) <input type="checkbox"/> Rotary Chair large occupant (up to 400 lbs) <input type="checkbox"/> 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 <i>Instructions</i>	Requirement Choices
<b>A</b>	<b>Headrest</b> choose <b>only 1</b>	<input type="checkbox"/> Yes – Adjustable and Removable (if applicable, indicate type of adjustment in additional criteria below) Recommended with Standard Back Height <input checked="" type="checkbox"/> No
<b>B</b>	<b>Backrest Height</b> choose <b>only 1</b>	<input checked="" type="checkbox"/> Standard = height between 450 mm (17.7 in.) to 660 mm (26.0 in.) <input type="checkbox"/> High = height greater than 660 mm (26.0 in.) <input type="checkbox"/> No preference = minimum height of 450mm (17.0 in.)
	<b>Backrest Profile</b>	<input checked="" type="checkbox"/> No preference (It is recommended to select "no preference" as profiles do not affect functionality of chair). <input type="checkbox"/> Other = _____
<b>C</b>	<b>Lumbar Support</b> choose <b>ALL</b> that are acceptable	<u>Adjustable</u> <input type="checkbox"/> Up/Down = min. 50 mm (2.0 in.) height adjustment between 150mm (5.9 in.) to 250 mm (9.8 in.) <input type="checkbox"/> Other = _____ <input checked="" type="checkbox"/> Fixed = between 150 mm (5.9 in.) to 250 mm (9.8 in.) above seat
<b>D</b>	<b>Armrests</b> choose <b>ALL</b> that are acceptable	<u>Adjustable</u> <input type="checkbox"/> Height adjustable = min. 63 mm (2.5 in.) adjustment between 176 mm (6.9 in.) to 289 mm (11.4 in.) <input type="checkbox"/> Width adjustable = within the range of 443 mm (17.0 in.) to 493 mm (19.4 in.) <input type="checkbox"/> Pivot adjustable = min. 20 degrees inward and min. 10 degrees outward <input checked="" type="checkbox"/> Fixed = height range between 200 mm (7.9 in.) to 250 mm (9.8 in.) <input type="checkbox"/> None
<b>E</b>	<b>Seat Depth</b> choose <b>ALL</b> that are acceptable	<input type="checkbox"/> Adjustable = min. 50 mm (2.0 in.) adjustment within the range 420 mm (16.5 in.) to 460 mm (18.1 in.) <div> <input checked="" type="checkbox"/> Fixed           <div> <input type="checkbox"/> Shallow = 380 mm (15.0 in.) to 420 mm (16.5 in.)  <input checked="" type="checkbox"/> Medium = greater than 420 mm (16.5 in.) to 460 mm (18.1 in.)  <input type="checkbox"/> Deep = greater than 460 mm (18.1 in.)           </div> </div>
<b>F</b>	<b>Seat Width</b>	<u>Refer to chair type above</u> Rotary chairs and stools = min. width of 450 mm (17.7in.) Rotary Large Occupant models = min. width of 560 mm (22.0 in.)

<b>G</b>	<b>Seat Height</b> <i>choose ALL that are acceptable</i>	<b>Rotary Chair</b>	<input checked="" type="checkbox"/> Adjustable <input type="checkbox"/> Fixed = between 417 mm (16.4 in.) to 512 mm (20.2 in.)	<input checked="" type="checkbox"/> Standard = includes 417 mm (16.4 in.) or less to 512 mm (20.2 in.) or more <input type="checkbox"/> Low = includes 376 mm (14.8 in.) to 439 mm (17.3 in.) <input type="checkbox"/> Other = _____
		<b>Rotary Stool with backrest</b>	<input type="checkbox"/> Adjustable = includes range from 580 mm (23 in.) to 840 mm (33 in.) <input type="checkbox"/> Fixed = equal or greater than 670 mm (27.5 in)	
<b>H</b>	<b>Tilt Mechanism</b>	<input checked="" type="checkbox"/> Tilt Mechanism seat and backrest adjust together in a ratio that falls within $\geq 1:1$ (includes both Synchro-Tilt and Unison Tilt) <input type="checkbox"/> Tilt Independently seat and backrest adjust independently of each other <input type="checkbox"/> No preference		
<b>I</b>	<b>Seat and Backrest Locks</b> <i>choose ALL that are acceptable</i>	<input type="checkbox"/> Setup Position = chair locks or stops at one position with seat flat and backrest straight <input checked="" type="checkbox"/> Multiple Positions = chair locks or stops at multiple positions (including setup position)		
<b>J</b>	<b>Casters</b>	<input checked="" type="checkbox"/> carpet <input type="checkbox"/> hard surface		
<b>L</b>	<b>Foot Ring</b>	Standard with stool models only		
	<b>Finishes</b> (Upholstery / Non-Upholstery)	Backrest	<input type="checkbox"/> Upholstery <input checked="" type="checkbox"/> Breathable material (Mesh)	<input type="checkbox"/> Other = _____
		Seat	<input checked="" type="checkbox"/> Upholstery <input type="checkbox"/> Breathable material (Mesh)	<input type="checkbox"/> Other = _____
	<b>Additional Criteria:</b>	<ul style="list-style-type: none"> <li>Weight Activated Tension</li> <li>BIFMA Level 2</li> </ul>		

## 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 5, 8 and 9. **Bidders must provide a complete product offering for each Subcategory or All-inclusive Procurement.** In a resulting contract, the term “Bid” means the Supplier’s commitment, the term “Bidder” means “Contractor”.

### ALL-INCLUSIVE PROCUREMENT

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

Section A - IU REQUIREMENT			Section B – SUPPLIER’S BID		
Table	Title	Quantity (A)	Manufacturer/ Series/Model	Firm Unit Price (B)	Product Total (C)=(A)x(B)
A1	Rotary Chair CH1	66		\$	\$
A2	Rotary Conference Chair CH2	33		\$	\$
				Subtotal	\$

Table 2 – Optional Product (chairs) ☒ Not Applicable

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

Section A - IU REQUIREMENT				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 & A2	1st Floor, 137 Venture Run Dartmouth, Nova Scotia	November 30, 2021	<i>Normal Business Hours</i>	____ : weeks  <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
*Normal Business Hours are 8:00 – 17:00 **The Project Authority (PA) will provide the supplier the authority to proceed prior to the finalized delivery date taking into consideration the delivery time provided by the supplier. Canada will not be responsible if the supplier chooses to proceed without the PA authorization.			Subtotal for Deliveries:		\$

**Table 4 – Optional Delivery** ☒ Not Applicable

**Table 5 - Canada's Facilities to Accommodate the Delivery**

Canada's Facilities to Accommodate the Delivery	
Location	1st Floor, 137 Venture Run, <a href="#">Suites 100 and 112</a> Dartmouth, Nova Scotia
Dock	<a href="#">N/A</a>
Lift	<a href="#">No</a>
Door	<a href="#">Double entrance doors at building vestibule, single door entrance and exits to both suites (two doors for each suite)</a>
Freight Elevator	<a href="#">N/A ground level suites</a>
Other (specify, if any)	



**Table 6 – Installation** (Standard Lead time is between 6-10 weeks for furniture delivery and installation)

Section A - IU REQUIREMENT				Section B – SUPPLIER'S BID	
Table(s)	Location	Desired Date** (YY/MM/DD)	Desired Time*	Supplier will install on the date and at the time below*	Firm Price \$
A1 & A2	1st Floor, 137 Venture Run Dartmouth, Nova Scotia	November 30, 2021	Normal business hours	____ : weeks  <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
*Normal Business Hours are 8:00 – 17:00 **The Project Authority (PA) will provide the supplier the authority to proceed prior to the finalized installation date taking into consideration the installation time provided by the supplier. Canada will not be responsible if the supplier chooses to proceed without the PA authorization.			Subtotal for Installations:		\$

**Table 7 – Optional Installation** ☒ Not Applicable

**Table 8 - Bid Evaluation and Contract Total for \_\_\_\_\_**  
(Canada may complete if not completed by the Bidder)

1	<b>Firm Product Total (Table 1)</b>	\$
2	<b>Firm Delivery Total (Table 3)</b>	\$
3	<b>Firm Installation Total (Table 6)</b>	\$
4	<b>Optional Product Total (Table 2)</b>	
5	<b>Optional Delivery Total (Table 4)</b>	
6	<b>Optional Installation Total (Table 7)</b>	
7	<b>Total Evaluated (Bid) Price* (1 + 2 + 3 + 4 + 5 + 6) [to be removed at contract award]</b>	\$
8	<b>Contract Price(1+2+3): [applicable at contract award only]</b>	\$
9	<b>Applicable Tax(es): [applicable at contract award only]</b>	\$
10	<b>Total Estimated Cost (8+9): [applicable at contract award only]</b>	\$

\*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:		