

NOTICE OF PROPOSED PROCUREMENT

NPP 2022-3381 – Office Furniture

1. INTRODUCTION

CDIC is a federal Crown corporation with headquarters in Ottawa and is responsible for providing insurance against the loss of part or all of deposits and for promoting and otherwise contributing to the stability of the financial system in Canada. These objectives are pursued for the benefit of persons having deposits with CDIC member institutions and in such a manner as will minimize the exposure of CDIC to loss. CDIC is also the resolution authority for its member institutions.

CDIC is contemplating changes to modernize its office spaces in both Ottawa, Ontario and Toronto, Ontario and is planning a phased approach to physical space changes including a furniture-based update to allow for a hybrid/hoteling environment.

2. OBJECTIVE

By this open Notice of Proposed Procurement (NPP), the CDIC is announcing its intention to issue a Negotiated Request for Proposals (NRFP) on or about March 18, 2022 and inviting technically experienced and financially stable and capable vendors to submit their interest in responding to a subsequent NRFP for the supply of various office furniture pieces.

NOTE: NO FURTHER NOTICES WILL BE POSTED FOR THIS REQUIREMENT.

3. NRFP FOR OFFICE FURNITURE

A. Eligibility Requirements

Interested Vendors should express their interest to the CDIC by the Deadline to Submit Expressions of Interest shown in this notice.

Vendors having submitted a responsive Expression of Interest will be sent a Non-Disclosure Agreement executed by CDIC by the Issuance Date in the timeline below.

Vendors will be required to complete, sign and return a Non-Disclosure Agreement by the Deadline to Execute NDA specified in Section B below in order to receive the NRFP.

In the event the CDIC chooses to issue an NRFP following this NPP, the NRFP will only be issued to those vendors who: (i) have expressed their interest to the CDIC (Schedule A); and (ii) have signed and returned to CDIC a duly executed Non-Disclosure Agreement (a copy of which is provided in Annex 1 for informational purposes only).

B. Timeline for NPP and subsequent NRFP

The estimated timelines are as follows:

Stage	Date (On or About)
Timeline for the NPP	
NPP Issuance	January 28, 2022
Deadline to Submit Request for Clarification	February 16, 2022, 14:00 Ottawa Local Time
Deadline to Submit Expressions of Interest	March 10, 2022, 14:00 Ottawa Local Time
CDIC Executed NDA Issue Date	By March 10, 2022
Deadline to Execute NDA	By March 14, 2022, 14:00 Ottawa Local Time
Timeline for the NRFP (Estimated)	
NRFP Issue Date to Eligible Bidders	March 18, 2022
NRFP Closing Date	April 11, 2022, 14:00 Ottawa Local Time
Bidder Presentations [Tentative]	Week of April 18, 2022
Bidder Ranking	Week of April 25, 2022
Negotiation Period	May 2-11, 2022
Award Date	By May 20, 2022

Only those Vendors able to meet the timelines as stated above, may respond to this NPP.

It is the intent of the CDIC to select one (1) Vendor; however, the CDIC reserves the right to award this business in part or in whole, at its sole discretion as a result of this process or to cancel all or part of this selection process at any time.

The following trade agreements apply to this proposed procurement:

- Chapter 5 of the Canadian Free trade Agreement (CFTA)

C. **Scope**

The objective of the subsequent NRFP is to select the Vendor offering “best overall value” to the CDIC which includes but is not limited to technical and commercial offerings.

Mandatory Requirements:

M1	Bidder must be an authorized dealer or Distributor of product(s) being offered.
M2	Bidder must be capable of providing delivery, installation and maintenance services in both Ottawa, Ontario and Toronto, Ontario.
M3	Bidder must provide a plan for dealing with warranty issues that must clearly identify what constitutes replacement or repair, timelines for service and any costs involved.

	Warranty issues must be able to be addressed in both Ottawa, Ontario and Toronto, Ontario.
M4	Bidder must provide demonstration of how it meets the following qualifications: <ol style="list-style-type: none"> 1. A minimum of five (5) years of experience in the supply, delivery and installation of the type of product(s) being offered. 2. Provide a named Account Representative who must have a minimum of five (5) years of experience with the type(s) of product(s) being offered.
M5	COVID-19 Vaccination certification

Overview of the Estimated Requirements:

The scope may include the supply, delivery, installation and maintenance of office furniture including, but not limited to:

- Supply, delivery and installation of commercially available furniture for an initial planned furniture-based solution in both Ottawa and Toronto offices to allow for a hybrid/hoteling workplace. This would include, for example, the following categories:
 - Tables and seating (includes meeting and occasional tables)
 - Seating (includes task seating, guest seating, meeting room seating and other chairs, stools, banquettes and other collaborative soft seating)
 - Specialty collaborative (includes phone booths and focus pods)
 - Lockers and other miscellaneous items
- Supply, delivery and installation of other commercially available furniture as may be needed from time to time.
- Warranty services and minor repairs/maintenance of all furniture provided.

These estimated requirements are for informational purposes only and do not represent a commitment by CDIC to procure all of the goods and services.

The NRFP will contain more details on the selection and award process, mandatory requirements and statement of requirements, describing various aspects of CDIC's current environment and needs in greater details.

The term of the resulting contract will be for an initial period of three (3) years with two (2) additional one (1)-year option periods at CDIC's sole and absolute option.

4. SUBMISSION OF EXPRESSIONS OF INTEREST

Signed Expressions of Interest (Schedule A) must be received by CDIC **on or before March 10, 2022, at 14:00 hrs Ottawa Local Time** at the email address below. Submissions are to be submitted in electronic format (.pdf)

Delivery Email Address:	procurement@cdic.ca
CDIC Procurement Advisor:	Judy Ann Hollander

5. REQUESTS FOR CLARIFICATION

- Questions relating to this NPP may be sent to the Submission Email Address listed above.
- Answers to questions will be posted on Buy and Sell, unless proprietary or confidential in nature.

6. GENERAL

- Consistent with the provisions laid out in the trade agreements, the CDIC intends to conduct negotiations as part of the NRFP selection process.
- The CDIC reserves the right to cancel this NPP at any point and/or refrain from issuing an NRFP.
- Neither this NPP nor any subsequent selection process will in any way impose an obligation or responsibility on the CDIC (i) to execute any contract with any vendor, (ii) for any costs incurred by a vendor to respond to this NPP. By submitting a response to this NPP, vendors waive any right to seek costs or damages or any other remedy against the CDIC with respect to this NPP or any subsequent NRFP or other selection process.
- In the event of any discrepancy between the English and the French version of this NPP or any related documents, the wording of this English version shall prevail. A copy of this NPP is provided in MSWord format to facilitate preparation of NPP responses. In the event of any discrepancy between the wording of this MS Word or pdf version of the NPP, the pdf copy shall prevail. Any future RFP for Office Furniture shall be deemed to amend, clarify, replace and superseded this NPP in the event and to the extent of any discrepancy, inconsistency, vagueness, ambiguity, or conflict of or between: (i) the wording of any of the document as forming part of any future NRFP; and (ii) the wording of any of the documents forming part of this NPP.

Documents may be submitted in either official language. Please indicate, in the Expression of Interest, your language preference for future communications (e.g., NRFP).

Further information about CDIC can be obtained at www.cdic.ca.

Schedule A
EXPRESSION OF INTEREST

This form is used to confirm your company’s interest in responding to a subsequent Negotiated Request for Proposal.

Please email a signed copy of this document by the closing date noted on this NPP to the Delivery Email Address in the notice.

Notice of Proposed Procurement No.: NPP 2022-3381

Dear Sir or Madam:

We hereby confirm our interest in responding to an NRFP. We acknowledge and warrant that we agree to execute an NDA as stated in this notice, and possess the requisite experience and expertise, as well as the financial stability to fulfill the services.

Please indicate language of preference for NDA and NRFP documents:

- English or;
- French.

Signed:	
Name & Title:	
Company Legal Name:	
Address:	
Telephone:	
Mobile:	
Email:	
URL:	

For the NDA, please provide the name, title and email address of the person that will be executing the NDA on behalf of your Company.

Full Name	
Title	
Email	

**Annex 1
NDA COPY FOR INFORMATIONAL PURPOSES ONLY**

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made as of <DATE>, 2021 between **CANADA DEPOSIT INSURANCE CORPORATION** (“**CDIC**”), a federal crown corporation established by an Act of Parliament, the *Canada Deposit Insurance Corporation Act*, and **[LEGAL NAME OF BIDDER TO BE INSERTED]** (“**Bidder**”).

BACKGROUND:

- A. CDIC and Bidder wish to engage in discussions concerning Request for Proposals identified as Reference Number **[Insert]** (the “RFP”) (the “**Discussions**”).
- B. As part of the Discussions, the parties intend to exchange and discuss certain information, including Confidential Information which includes, but is not limited to, CDIC’s disclosure of the full RFP to the Bidder (as defined below).
- C. CDIC and Bidder wish to protect the Confidential Information in accordance with this agreement.

IN CONSIDERATION of the Background, the mutual covenants set out in this agreement, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the undersigned parties agree as follows:

1. “**Confidential Information**” means all tangible and intangible information and materials, in any form or medium, received (directly or indirectly) by one party (the “**Receiving Party**”) from the other party (the “**Disclosing Party**”), or collected by the Receiving Party on behalf of the Disclosing Party, in connection with the Discussions that is:
 - (a) related to the Disclosing Party’s, or any of its affiliates’ or members, finances, assets, pricing, purchases, products, sales, business or operational plans, strategies, forecasts or forecast assumptions, operations, stakeholders, clients, members and personnel (including, without limitation, their respective officers, directors, employees and agents, as applicable), trade secrets, technology, data or other information that reveal the research, technology, processes, methodologies, know how, or other systems or controls by which the Disclosing Party’s existing or future products, services, applications and methods of operations or doing business are developed, conducted or operated, and all information or materials derived therefrom or based thereon;
 - (b) designated as confidential in writing by the Disclosing Party, whether by letter or an appropriate stamp or legend, prior to or at the time such information is disclosed by the Disclosing Party to the Receiving Party;
 - (c) apparent to a reasonable person, familiar with the Disclosing Party’s operations, business and the sector in which it operates, to be of a confidential nature; and/or
 - (d) related to the existence or content of the parties’ current communications, discussions, evaluations or negotiations in connection with the Discussions;

and without regard to whether that information and materials are owned by a party to this contract or by a third party.

“**Confidential Material**” means any notes or other documents relating to the Confidential Information.

2. **Use and Non-Disclosure of Confidential Information.** The Receiving Party agrees not to:
 - (a) use Confidential Information for any purpose except to carry out the Discussions; or
 - (b) grant access or disclose Confidential Information to any person except to those agents, directors, officers, and employees of the Receiving Party who are required to have access to the information as part of the Discussions, and who are bound by obligations to protect the Confidential Information that are substantially similar to those set out in this agreement.

3. **Protection.** The Receiving Party agrees that it will take all reasonable measures to protect the Confidential Information from any use or disclosure not permitted under this agreement, which measures shall include:
 - (a) taking reasonable measures to ensure that only those agents, directors, officers, and employees of the Receiving Party who are required to have access to the Confidential Information in order to carry out the Discussions have access to such limited Confidential Information as may be necessary for their duties; and
 - (b) taking the highest degree of care that the Receiving Party utilizes to protect its own Confidential Information of a similar nature, but no less than a reasonable degree of care, given the nature of the Confidential Information.

4. **Mandatory Disclosure.** Notwithstanding Section 2(b), the Disclosing Party acknowledges and agrees that the Receiving Party may be required to disclose Confidential Information in certain circumstances, namely where the disclosure:
 - (a) in the case of CDIC, is compelled by the access regime in the *Access to Information Act* or the *Privacy Act*;
 - (b) is compelled by law in connection with proceedings before a court, commission of inquiry or other public tribunal of competent jurisdiction, or at the request of any regulatory or supervisory authority having jurisdiction;
 - (c) is of information that is in the public domain or has come into the public domain other than by reason of a breach of this agreement;
 - (d) is of information that has been, or is hereafter, received by that Receiving Party other than from or at the request of the Disclosing Party, and other than during or as a result of carrying out the Discussions; or

- (e) is made with the prior written consent of the Disclosing Party.
5. **Notice of Mandatory Disclosure.** If the Receiving Party believes that the disclosure of Confidential Information is or is about to be required in one of the circumstances described in Subsection 4(a) or 4(b), or in any circumstances not referred to in Section 4, it shall notify the Disclosing Party of the circumstances and scope of the disclosure – with an oral notice provided as soon as reasonably possible and as much in advance of the impending disclosure as possible, and such oral notice confirmed in writing promptly thereafter – in order for the Disclosing Party to have the opportunity to prevent the disclosure of its Confidential Information or to obtain a protective order or other remedy. If such protective order or other remedy is not obtained, the Receiving Party shall produce only that portion of the Confidential Information that it is legally required to disclose.
 6. **Notice of Unauthorized Use or Disclosure.** The Receiving Party agrees to notify the Disclosing Party of any actual or reasonably suspected instance of loss, theft, or unauthorized use or disclosure of Confidential Information that may come to its attention – with an oral notice provided immediately, and confirmed in writing promptly thereafter. The Receiving Party agrees to cooperate with the Disclosing Party in promptly containing, investigating and remediating any such incident, and to meeting any obligations that the Disclosing Party may have to notify third parties of the incident.
 7. **No Proprietary Right.** The Receiving Party agrees that it acquires no right, title or interest to the Confidential Information, except a limited right to use that Confidential Information in connection with carrying out the Discussions. All Confidential Information shall remain the property of the Disclosing Party (to the extent possible) and no licence or other right, title or interest in the Confidential Information is granted hereby.
 8. **Return and Non-Use of Confidential Information and Other Related Materials.** On receipt of a written demand from the Disclosing Party, and in any event within 10 days after the conclusion of the Discussions (as evidenced by either party notifying the other party in writing that the Discussions are concluded), the Receiving Party shall immediately return all Confidential Information, including any related Confidential Material, to the Disclosing Party, or, if instructed by the Disclosing Party to destroy any Confidential Information, shall securely destroy that Confidential Information and related Confidential Material and provide a written certificate to the Disclosing Party certifying the destruction of such Confidential Information and Confidential Material. This Section 8 shall not apply to routinely made back-up copies of Confidential Information in electronic form, or to archival copies required to be retained under the applicable law, provided that the Receiving Party shall comply with this agreement in respect of such copies.
 9. **Liability for Breach.** The Receiving Party shall be responsible for any breach of this agreement by its directors, officers, employees, advisors and agents (as applicable) and others to whom it discloses the Confidential Information.
 10. **Equitable Relief.** The Receiving Party acknowledges and agrees that, in the event of any breach or anticipated breach of this agreement, damages alone would not be an adequate remedy, and agree that the Disclosing Party shall be entitled to equitable relief, such as an

injunction, in addition to or in lieu of damages and without being required to prove that it has suffered or is likely to suffer damages.

11. **Notices.** Any notice required or permitted to be given hereunder in writing may be delivered (including by commercial courier) or sent by facsimile, email or other electronic transmission. Delivered notices shall be deemed received upon delivery during business hours. Notices sent by facsimile, email or other electronic transmission or delivered outside of business hours shall be deemed received on the next Business Day following the day of transmission or delivery. The addresses to be used for any deliveries or transmissions may be changed by notice given in accordance with this Section and, until so changed, shall be as follows:

if to the Bidder:

<*name + address*>

Attention: <*name*>, <*title*>

Fax: <*>

Telephone: <*>

Email: <*>

and if to CDIC:

Canada Deposit Insurance Corporation
50 O'Connor Street, 17th Floor
Ottawa, Ontario K1P 6L2

Attention: <*name*>, <*title*>

Fax: (613) <*>

Telephone: (613) <*>

Email: <*>@cdic.ca

12. **No Implied Relationship.** Nothing in this agreement shall be construed as creating an agency, joint venture, partnership or other formal business relationship or association between the parties. If there is to be any definitive agreement concerning the performance of the subject matter of the Discussions, it shall be set forth in a separate written agreement between the parties.
13. **Amendment, Waiver.** This agreement may be amended, modified or supplemented only by a written agreement signed by each of the parties. Any waiver of, or consent to depart from, the requirements of any provision of this agreement will be effective only if it is in writing and signed by the party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any party to exercise, and no delay in exercising, any right under this agreement will operate as a waiver of such right. No single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right.

14. **Severability.** If any term or other provision of this agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of this agreement is not affected in any manner materially adverse to any of the undersigned. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the undersigned hereto shall negotiate in good faith to modify this agreement so as to effect the original intent of the undersigned as closely as possible in order that the terms of this agreement remain as originally contemplated to the fullest extent possible.
15. **Assignment and Successors.** No party may assign this agreement or any part hereof without the prior written consent of the other party. All terms and conditions of this agreement shall be binding on and enure to the benefit of the successors and permitted assigns of the parties.
16. **Governing Law, Attornment.** This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to the principles of conflicts of laws thereof. Each party hereby irrevocably and unconditionally attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters arising under or in relation to this agreement.
17. **Entire Agreement.** Subject to the parties entering into a definitive agreement concerning the subject matter of the Discussions, this agreement contains the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein. Except as expressly provided in this agreement, any waiver, modification or amendment of any provision of this agreement will be effective only if in writing and signed by duly authorized representatives of the parties.
18. **Survival.** The provisions of this agreement shall apply during the Discussions, and shall continue to apply despite any termination or conclusion of the Discussions or execution of a contract in connection with the RFP.
19. **Counterparts.** This agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement. Delivery of an executed counterpart of a signature page of this agreement by facsimile or by electronic means shall be as effective as delivery of a manually executed counterpart of this agreement.

IN WITNESS WHEREOF the parties have executed this agreement as of the date set forth above.

**CANADA DEPOSIT INSURANCE
CORPORATION**

**COPY - NOT FOR
SIGNATURE**

By: _____

Name: <*>

Title: <*>

Date: <*>

[BIDDER LEGAL NAME TO BE INSERTED]

**COPY - NOT FOR
SIGNATURE**

By: _____

Name: <*>

Title: <*>

Date: <*>

[END OF ANNEX 1]