



<p><b>RETURN BIDS TO:</b>  <b>Library and Archives Canada</b>          Contracting and Material Management Division          550, de la Cité Blvd.          Gatineau, Quebec K1A 0N4          Canada Email : <a href="mailto:receptiondesoumission-bidreceiving@bac-lac.gc.ca">receptiondesoumission-bidreceiving@bac-lac.gc.ca</a></p> <p><b>RETOURNER LES SOUMISSIONS À :</b>  <b>Bibliothèque et Archives Canada</b>  <a href="#">Division des contrats, gestion du matériel</a>          550, de la Cité Blvd.          Gatineau, Quebec K1A 0N4          Canada Email: <a href="mailto:receptiondesoumission-bidreceiving@bac-lac.gc.ca">receptiondesoumission-bidreceiving@bac-lac.gc.ca</a></p> <p><b>REQUEST FOR PROPOSAL</b>  <b>DEMANDE DE PROPOSITION</b>          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.</p> <p>This bid solicitation is issued in accordance with the conditions of the Supply Arrangement E60PQ-120001/PQ</p> <p>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.</p> <p>Cette demande de soumissions est émise conformément aux conditions de l'arrangement en matière d'approvisionnement E60PQ-140003/PQ.</p>		<p><b>Title – Sujet</b> Rotary Chair</p> <table border="1"> <tr> <td><b>Solicitation No. – N° de l'invitation</b> 5Z011-23-0139</td> <td><b>Date</b> September 7th, 2022</td> </tr> <tr> <td colspan="2"><b>Client Reference No. – N° référence du client</b> 5Z011-23-0139</td> </tr> <tr> <td colspan="2"><b>GETS Reference No. – N° de référence de SEAG</b> Not Applicable</td> </tr> <tr> <td><b>Solicitation Closes</b> L'invitation prend fin</td> <td><b>Time Zone</b> Fuseau horaire</td> </tr> <tr> <td>at – à <b>2PM</b></td> <td>Eastern Daylight time (EDT)</td> </tr> <tr> <td>on – le <b>September 20th, 2022</b></td> <td>Heure Avancée de l'Est (HAE)</td> </tr> </table> <p><b>F.O.B. - F.A.B.</b>          Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/></p> <p><b>Address inquiries to – Adresser toute demande de renseignements à :</b>   <a href="mailto:receptiondesoumission-bidreceiving@bac-lac.gc.ca">receptiondesoumission-bidreceiving@bac-lac.gc.ca</a></p> <table border="1"> <tr> <td>Area code and Telephone No. Code regional et N° de téléphone</td> <td>e-mail / courriel</td> </tr> <tr> <td><b>613-617-6136</b></td> <td><a href="mailto:receptiondesoumission-bidreceiving@bac-lac.gc.ca">receptiondesoumission-bidreceiving@bac-lac.gc.ca</a></td> </tr> </table> <p><b>Instructions: See Herein</b>  <b>Instructions: Voir aux présentes</b></p> <table border="1"> <tr> <td>Delivery required -Livraison exigée</td> <td>Delivery offered -Livraison proposée</td> </tr> <tr> <td>See Herein – Voir aux présentes</td> <td><b>December 16th, 2022</b></td> </tr> </table> <p><b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)  <b>Compétence du contrat :</b> Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)</p> <p><b>Vendor/firm Name and Address</b>  <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p> <p>Telephone No. - N° de téléphone          e-mail - courriel</p> <p><b>Name and title of person authorized to sign on behalf of Vendor/firm (type or print)</b>  <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b></p> <table border="1"> <tr> <td>Signature</td> <td>Date</td> </tr> </table>		<b>Solicitation No. – N° de l'invitation</b> 5Z011-23-0139	<b>Date</b> September 7th, 2022	<b>Client Reference No. – N° référence du client</b> 5Z011-23-0139		<b>GETS Reference No. – N° de référence de SEAG</b> Not Applicable		<b>Solicitation Closes</b> L'invitation prend fin	<b>Time Zone</b> Fuseau horaire	at – à <b>2PM</b>	Eastern Daylight time (EDT)	on – le <b>September 20th, 2022</b>	Heure Avancée de l'Est (HAE)	Area code and Telephone No. Code regional et N° de téléphone	e-mail / courriel	<b>613-617-6136</b>	<a href="mailto:receptiondesoumission-bidreceiving@bac-lac.gc.ca">receptiondesoumission-bidreceiving@bac-lac.gc.ca</a>	Delivery required -Livraison exigée	Delivery offered -Livraison proposée	See Herein – Voir aux présentes	<b>December 16th, 2022</b>	Signature	Date
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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 Indigenous Business (PSIB)<sup>1</sup>**

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).

PSIB Stream Procurement

### **1.4 Canadian Content**

The requirement is subject to a preference for Canadian goods.

### **1.5 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.

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<sup>1</sup> Procurement Strategy for Indigenous Business (PSIB) replaces Procurement Strategy for Aboriginal Business (PSAB)



## 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](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

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

Bids must be submitted only to the Library and Archives Canada (LAC) Bid Receiving Unit email specified below by the date and time indicated on page 1 of the bid solicitation:

Email: [receptiondesoumission-bidreceiving@bac-lac.gc.ca](mailto:receptiondesoumission-bidreceiving@bac-lac.gc.ca)

Due to the nature of the bid solicitation, bids transmitted **by mail or facsimile to LAC will not be accepted.**

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 2 working 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.



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

- Section I: Technical Bid (electronic copy by email)
- Section II: Financial Bid (electronic copy by email)
- Section III: Certifications and Additional Information (electronic copy by email)

Due to the nature of the bid solicitation, bids transmitted by **CPC** Connect service, mail (hard copy) and by facsimile will not be accepted.

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**

[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.



## 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

<b>Mandatory Technical Criteria (MTC)</b>		
<b>Criteria #</b>		<b>MET/ NOT MET &amp; COMMENTS</b>
<b>MTC 1</b>	<p>The chairs will be used in non-assigned workspaces and therefore must meet the specifications below as they are used by many different people. The Bidder must proposed a chair model that will have basic ergonomic adjustments and no components that require steam cleaning. The seat and backrest must be free of padding and fabric to facilitate regular cleaning.</p> <p>To demonstrate compliance with MTC 1, the Bidder must submit a picture of the proposed chair.</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.

### **5.2 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 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 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;
- ii. 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

PSIB<sup>2</sup> 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](#) (2022-01-28), 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

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<sup>2</sup> Procurement Strategy for Indigenous Business (PSIB) replaces Procurement Strategy for Aboriginal Business (PSAB)



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 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. Supplemental General Conditions

4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules apply to and form part of the Contract.

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.

4014 (2022-06-20) Suspension of the work apply to and form part of the Contract.

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) ["Termination for convenience"](#) of general conditions 2010A.
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 as indicated at Annex B.

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

#### **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.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Christian Moisan  
Title: Contracting Officer  
Department: Library and Archives Canada  
Address: 550 De La Cite BLVD  
Gatineau, QC  
J8T 0A7

Telephone: 613-617-6136

E-mail address: [christian.moisan@bac-lac.gc.ca](mailto:christian.moisan@bac-lac.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)*

Name:  
Title:  
Department:  
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 Project Authority 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 as specified in Annex B – Basis of Payment. 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



## 6.7 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.

## 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 (2022-01-28) – General Conditions: Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (i) 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. Information must be provided in the timeframe prescribed in order to ensure that the supply and delivery 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 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 [B6802C](#) (2007-11-30), Government Property

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



**ANNEX A  
REQUIREMENT**

**Table A1: Rotary Chair**



<b>CHAIR TYPE</b>	<b>QTY: 350</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).

Criteria Instructions		Requirement Choices	
<b>A</b>	<b>Headrest</b> choose <b>only 1</b>	<input checked="" type="checkbox"/> Yes – Adjustable and Removable (if applicable, indicate type of adjustment in additional criteria below) Recommended with Standard Back Height <input 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> choose <b>only 1</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	<b>Adjustable</b> <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> choose <b>only the minimum mandatory adjustments that are required.</b>	<b>Adjustable:</b> <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 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> choose <b>ALL</b> that are acceptable	<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.)	
		<input type="checkbox"/> Fixed	<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.)
<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> choose <b>ALL</b> that are acceptable	<b>Rotary Chair</b> <input checked="" type="checkbox"/> Adjustable	<input checked="" type="checkbox"/> Standard = includes 417 mm (16.4 in.) or less to 512 mm (20.2in.) or more <input type="checkbox"/> Low = includes 376 mm (14.8 in.) to 439 mm (17.3 in.) <input type="checkbox"/> Other = _____



		<input type="checkbox"/> Fixed = <i>between 417 mm (16.4 in.) to 512 mm (20.2 in.)</i>
	<i>Rotary Stool with backrest</i>	<input type="checkbox"/> Adjustable = <i>includes range from 580 mm (23 in.) to 840 mm (33 in.)</i> <input type="checkbox"/> Fixed = <i>equal or greater than 670 mm (27.5 in)</i>
<b>H</b>	<b>Tilt Mechanism</b> <i>choose only 1</i>	<input checked="" type="checkbox"/> Tilt Mechanism <i>seat and backrest adjust together in a ratio that falls within <math>\geq 1:1</math> (includes both Synchro-Tilt and Unison Tilt)</i> <input type="checkbox"/> Tilt Independently <i>seat and backrest adjust independently of each other</i> <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 = <i>chair locks or stops at one position with seat flat and backrest straight</i> <input checked="" type="checkbox"/> Multiple Positions = <i>chair locks or stops at multiple positions (including setup position)</i>
<b>J</b>	<b>Casters</b>	<input checked="" type="checkbox"/> carpet <input type="checkbox"/> hard surface
<b>L</b>	<b>Foot Ring</b>	<i>Standard with stool models only</i>
	<b>Finishes (Upholstery / Non-Upholstery)</b> <i>choose ALL that are acceptable</i>	Backrest <input type="checkbox"/> Upholstery <input type="checkbox"/> Other = _____ <input checked="" type="checkbox"/> Breathable material (Mesh)
		Seat <input type="checkbox"/> Upholstery <input type="checkbox"/> Other = _____ <input checked="" type="checkbox"/> Breathable material (Mesh)
	<b>Additional Criteria:</b>	The chairs will be used in non-assigned workspaces and therefore must meet the specifications below as they are used by many different people. The Bidder must proposed a chair model that will have basic ergonomic adjustments and no components that require steam cleaning. The seat and backrest must be free of padding and fabric to facilitate regular cleaning.  To demonstrate compliance with MTC 1, the Bidder must submit a picture of the proposed chair.



## 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”.



**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	Title	Qty	Supplier Part Number	Firm Unit Price \$	Extended Total [Qty x Price] \$
A1	Rotary Chair	350		\$	\$
Product Sub-total:					\$

**Table 2 – Delivery**

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

Section A - IU REQUIREMENT				Section B – SUPPLIER’S BID	
Product Item # from Table 1	Location	Desired Date** (YYYY-MM-DD)	Desired Time: Normal Business Hours Or Outside Normal Business Hours *	Supplier will supply and deliver as per below**	Firm Lot Price \$
A1	550 De la Cite Blvd Gatineau, Qc J8T 0A7	2022-12-16	Normal Business Hours	_____ : weeks  <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
*Normal Business Hours 8:00 – 17:00, as per SA, Annex A, article 5				Delivery Total:	\$
**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.					



**Table 3 – Installation**  Not Applicable

**Table 4 – Optional Product**  Not Applicable.

**Table 5 – Optional Delivery**  Not Applicable

**Table 6 – Optional Installation**  Not Applicable

**Table 7 – Standard Finishes and Canada’s Facilities to Accommodate the Delivery and Certifications**

<b>1.</b>	<b>Standard Finishes</b>	
1.1	<p>IU is to consult the Supplier’s Website identified in Part 6A of the SA to view the available finishes.</p> <p>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.</p> <p>The Contractor will deliver the products corresponding to Canada’s choice of specific finishes(s). No additional charge will be applied to Canada.</p>	
<b>2.</b>	<b>Canada’s Facilities to Accommodate the Delivery</b>	
	<p><i>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.</i></p> <p><i>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.</i></p>	
2.1	Loading Dock/Location	
A	Location	550 De la cite Blvd Gatineau, Quebec J8T 0A7
B	Dock	Standard
C	Lift	YES
D	Door	Standard
E	Freight Elevator	YES
F	Other (specify, if any)	We would like the pallets to be unpacked and disposed of, leaving the product in boxes. Delivery personnel will need to store the boxes on a floor (TBD) and may need to use an elevator. The vendor will need to schedule delivery personnel and equipment accordingly.
<b>3.</b>	<b>Continuance of Certifications</b>	
	<p>The Bidder certifies that by submitting a bid in response to the RFB, the Bidder, and any of the Bidder’s members if the Bidder is a Joint Venture, continues to comply with all of the following certifications listed in Parts 6A and 6B of the Bidder’s SA for Work Spaces.</p> <p>Canada may request copies of environmental certification(s) prior to contract award within a time period specified by the Identified User.</p>	
3.1	Integrity Provisions	
3.2	Federal Contractor’s Program for Employment Equity	
3.4	Product Conformance	
3.5	Price Certification (In accordance with the SA, Part 6B)	



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

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

\* Applicable taxes extra.

**Table 9 – Bidder’s Authorized Representative**

1.	<b>Bidder’s Authorized Representative for the Bid and the Contract</b>	
	Name:	Telephone:
		E-Mail:
		PBN:
		Ariba #: