## TABLE OF CONTENTS

PART 1	I - GENERAL INFORMATION	2
1.1	SECURITY REQUIREMENTS	2
1.2	REQUIREMENT	2
1.3	GENERAL OR PROCUREMENT STRATEGY FOR INDIGENOUS BUSINESS (PSIB)	2
1.4	Debriefings	2
PART 2	2 - BIDDER INSTRUCTIONS	3
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2	SUBMISSION OF BIDS	3
2.3	ENQUIRIES - BID SOLICITATION	
2.4	APPLICABLE LAWS	
2.5	BID CHALLENGE AND RECOURSE MECHANISMS	4
PART 3	3 - BID PREPARATION INSTRUCTIONS	5
3.1	BID PREPARATION INSTRUCTIONS	5
PART 4	I - EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.1	EVALUATION PROCEDURES	6
4.2	BASIS OF SELECTION	6
PART 5	5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	7
5.1	CERTIFICATIONS REQUIRED WITH THE BID	7
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	7
PART 6	S - RESULTING CONTRACT CLAUSES	9
6.1	SECURITY REQUIREMENTS	9
6.2	REQUIREMENT	9
6.3	STANDARD CLAUSES AND CONDITIONS	
6.4	TERM OF CONTRACT	
6.5	AUTHORITIES	
6.6	PAYMENT	
6.7	Invoicing Instructions	
6.8	CERTIFICATIONS AND ADDITIONAL INFORMATION	
6.9 6.10	PRIORITY OF DOCUMENTS	_
6.10	ACCESS TO FACILITIES AND EQUIPMENT	
6.12		
6.13	STANDARD FINISHES	
	INSURANCE: NO SPECIFIC INSURANCE REQUIREMENT	
	DISPUTE RESOLUTION	
	OFFICIAL LANGUAGES	
	ζ A	
	UIREMENT	
	(B	
	S OF PAYMENT	12
- A -	3 LE FATIVENT	1 2

This bid solicitation cancels and supersedes previous bid solicitation number 10232387 dated December 7, 2023 with a closing of December 18, 2023 at 2PM EST. A debriefing or feedback session will be provided upon request to bidders who bid on the previous solicitation.

#### **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/H. 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)

his 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
This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Aboriginal business requirements of the Set-aside Program for Indigenous Business, refer to <a href="#">Annex 9.4</a> 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.

#### **PART 2 - BIDDER INSTRUCTIONS**

#### 2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2023-06-08) 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:

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

#### 2.2 Submission of Bids

PCH will only accept proposals by e-mail at contrats-contracting@pch.gc.ca. Proposals transmitted by facsimile or mail to PCH will not be accepted.

RFB Closing - Submit Bid:		
Bids must be submitted on the date and a	t the time indicated below.	
By no later than date and time: February 5, 2024		
	2PM EST	
To e-mail address:		
	contrats-contracting@pch.gc.ca	
	(Note: The PCH server cannot accept emails larger than 25 MB)	

## 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 3 business 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 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## 2.5 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 <a href="Buy and Sell">Buy and Sell</a> 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)
    - (a) 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.

Heritage canadien Request for Bid: 10232387-A
Contracting Authority: Martin Lafleur

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

## 3.1 Bid Preparation Instructions

PCH will only accept bids by e-mail at contrats-contracting@pch.gc.ca. Bids transmitted by facsimile or mail to PCH will not be accepted.

The PCH e-mail server cannot accept any e-mail transmission that is 25 MB or more. It is the responsibility of the Bidder to ensure that their complete e-mail bid be delivered to PCH by the specified date and time. If due to e-mail or document size issues it is necessary to send documents using more than one e-mail, this is acceptable, but they must be cross referenced to each other. Bids that arrive after the specified date and time will not be accepted.

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

Section I: Technical

Section II: Financial

Section III: Certifications and Additional Information

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.

## 3.1.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

#### Section III: Certifications and Additional Information

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

## 4.1 Evaluation Procedures

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

#### 4.1.1 Financial Evaluation

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

## 4.2 Basis of Selection

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

#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

#### 5.1 Certifications Required with the Bid

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

## 5.1.1 Integrity Provisions - Additional Information

Integrity checks were performed on each Supplier at time of issuance of their respective Supply Arrangement (SA). By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions listed above.

#### 5.1.2 Product Conformance

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

#### 5.1.3 Continuance of Certifications

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

## 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.2 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, andiii.does not include any provision for discounts to selling agents.
- b. Price Certification Canadian Agency and Resale Outlets

The Bidder certifies that the price proposed

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

#### **PART 6 - RESULTING CONTRACT CLAUSES**

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

## 6.1 Security Requirements

**6.1.1** There is no security requirement applicable to the Contract.

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

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

## 6.2 Requirement

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

This contract is issued against the Supplier's Furniture for Office Seating Supply Arrangement (SA) that forms part of the series of SAs issued by PWGSC with the number E60PQ-120001/H. 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 Stream

#### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

2010A (2022-12-01), 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 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.

## Section 32 entitled Anti-forced labour requirements is added to general conditions 2010A:

- 1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the *Customs Tariff* Schedule (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
- 2. If a tariff classification determination is made under the *Customs Act* that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the *Customs Tariff* Schedule as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
- 3. Canada may terminate the Contract for default in accordance with section 2010A 23 Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
  - a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US *Trade Facilitation and Trade Enforcement Act* (TFTEA) of 2015; or
  - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
- 4. Canada may terminate the Contract for default in accordance with section 2010A 23 Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the <u>Criminal Code</u> or the <u>Immigration and Refugee Protection Act</u>:

#### Criminal Code

- i. section 279.01 (Trafficking in persons);
- ii. section 279.011 (Trafficking of a person under the age of eighteen years);
- iii. subsection 279.02(1) (Material benefit trafficking);
- iv. subsection 279.02(2) (Material benefit trafficking of person under 18 years);
- v. subsection 279.03(1) (Withholding or destroying documents trafficking);
- vi. subsection 279.03(2) (Withholding or destroying documents trafficking of person under 18 years); or
  - Immigration and Refugee Protection Act
- vii. section 118 (Trafficking in persons).
- 5. Canada may terminate the Contract for default in accordance with section 2010A 23 Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).

- 6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
  - i. in the case of a conviction, whether the court acted within its jurisdiction;
  - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
  - iii. whether the court's decision was obtained by fraud; or
  - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
- 7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

## 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.

## 6.4.3 Shipping Instructions

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

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

## 6.4.4 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: Martin Lafleur

Title: A/Procurement Advisor Department of Canadian Heritage

Heritage canadien Request for Bid: 10232387-A Contracting Authority: Martin Lafleur

Address: 15 Eddy St., 9th Floor, Gatineau, QC, K1A 0M5

E-mail address: contrats-contracting@pch.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)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract including the provision to approve the authority to proceed for delivery and installation and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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

#### 6.5.3 Contractor's Representative

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

## 6.6 Payment

#### 6.6.1 Basis of Payment - Firm price

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 - Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

## 6.6.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s): Direct Deposit (Domestic and International).

## 6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:

c. a copy of the invoices.

Invoices must be distributed as follows:

a. The original and one (1) copy must be forwarded to the following address for certification and payment.

dgrrapportsdirects-rmddirectsreports@pch.gc.ca

#### 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

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 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 (2022-12-01– General Conditions: Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) Supply Arrangement E60PQ-120001/XXXX);
- (g) the Contractor's bid dated \_\_\_\_\_\_. (to be completed at contract award)

## 6.11 Access to Facilities and Equipment

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

#### 6.12 Canada's Facilities to Accommodate the Delivery

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

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

#### 6.13 Standard finishes

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

Within ten business days of the contract award, the Project Authority will provide the 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 Insurance: No specific insurance requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## 6.15 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

(d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

## 6.16 Official Languages

The Department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Project Authority before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

# ANNEX A REQUIREMENT

Table A1: Rotary chair



CHAIR TYPE:		Quantity Required: 150
<b>*</b> RO	ΓARY CHAIR	130
☐ ROTARY STOOL		
Instructions to Users:		
•	• Choose the attributes ( $\square \rightarrow \clubsuit$ ) that must be included for your	
	requirement. Use 1 builder per type of chair.	
•	Note: if more than 1 "*" is chosen then all attributes will be considered acceptable for the requirement.	

	Criteria	Requirement Choices				
	Environmental		<ul> <li>All products meet a minimum of ANSI/BIFMA e3 minimum Level® 2</li> <li>All plastic components are recyclable at the end of their life.</li> </ul>			1.2.8
	Weight Capacity	* Standard (up t	o 325 lbs) 🔲 Large	e-occupant (275+ lbs	up to 400 lbs)	1.5.7
	Usage	☐ Single shift	<b>*</b> 24/7 <i>(</i> 3	continuous working	shifts, 7 days a week)	1.5.2 1.7.1.3
A	Headrest	No preference	☐ Yes (adjustable)	□ No		2.1.13
В	Backrest Height	* Standard	☐ High	No preference	e	2.1.7
С	Lumbar Support	☐ Fixed position preference	* Adjustable (by us	ser) Self-Adjust	ing mechanism	2.1.6
				Armrest Style:		
D	Armrests	* Adjustable	<ul><li>Height Adjustment</li><li>Lateral Adjustment</li></ul>	<b>★</b> T-arm (DD)	☐ Fixed <b>*</b> Adjustable	
			Fully Articulating	☐ Cantilever	2.1.10	
		☐ Fixed		☐ T-arm ☐ Can	tilever □ Loop □ <i>No</i>	
	Seat Depth	* Adjustable				
Ε	Fixed position	☐ Shallow ☐ Medium ☐ Deep			2.1.2	
F	Seat Width	* Standard base	rd based on weight capacity chosen above			2.1.3
					2.2.2	
G Seat Height			otary Chair   ★ Adjustable – standard range   Adjustable - low range			
		Rotary Stool	Adjustable			
н	Tilt Mechanism	Rotary Chair	☐ Multifunction ☐ Synchro Tilt ☐ Unison Tilt ☐ Weight Sensitive * No preference			1.5.11 2.1.8
		Rotary Stool	☐ Multifunction Sensitive ☐ Fixed		Unison Tilt	2.1.0

Seat Angle and Backrest-to-seat Angle	krest-to-seat Adjustable and lo	Adjustable and lockable (not applicable to weight sensitive tilt mechanisms)					
J Casters	ters for use on: *	carpet	2.1.11				
L Footrest (rotary stools only)	integrated tixes	d height    adjustable height	2.1.12				
	Backrest:	☐ Upholstery ☐ Non-upholstery (ie. faux leather) * Mesh Material					
Finishes	Seat:	☐ Upholstery <b>*</b> Non-upholstery (ie. faux leather) ☐ Mesh Material	2.1.15				
	Base Frame:	☐ Metal <b>*</b> Plastic					
Labelling and Instructions		* All chairs must be provided with labelling and instructions					
Ergonomic Assessments and Accessibility	Assessments and the Additional Criteria below						
Additional Criteria	<ul> <li>Product must be achieved a Level</li> <li>Minimum of 3 fr</li> </ul>	<ul> <li>Product must be certified by an independent 3<sup>rd</sup> part as compliant with BIFMA 3 furniture sustainability standards at achieved a Level 3 conformance.</li> <li>Minimum of 3 frame colors. Arm frames and bases must match</li> </ul>					

The Chair must look like the image below: (but not necessarily the exact model/brand).



## ANNEX B BASIS OF PAYMENT

I. Procurement Strategy
Subcategory Procurement
X 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	Qty	Supplier Part Number	Firm Unit Price \$	Extended Total [Qty x Price] \$	
A1	Rotary chair	150		\$	\$	
	Product Sub-total:			\$		

<sup>\*\*</sup>Provide additional information:

Canada is requesting bidders: to provide a picture including descriptive literature for these products with your bid submission.

## MUST BE DELIVERED / INSTALLED BEFORE MARCH 31, 2024

- Be ergonomic
- Be adjustable
- Have a five (5)-legs base with casters
- Have armrests

Table 2 – Delivery
(Standard Lead time is between 6-10 weeks for furniture delivery and installation)

	Section A - IU RE	QUIREMENT		Section B – SI	UPPLIER'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	Édifice Fontaine 200 rue Sacré-Coeur, Gatineau, QC, J8X 4C6.  Contact Person: To be completed at time of contract award	Must be before: 2024/03/31	Normal And Outside Normal business hours	: weeks  Standard Lead time is between 6-10 weeks for furniture delivery and installation.	\$
**The Pro the finaliz supplier. (	Business Hours 8:00 – 17:00, as peroject Authority (PA) will provide the ed delivery date taking into conside Canada will not be responsible if the other taking.	Delivery Total:	\$		

## Table 3 - Installation

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

	Section A - IU RE	Section B – SI	JPPLIER'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 install as per below**	Firm Lot Price \$
A1	Édifice Fontaine 200 rue Sacré-Coeur, Gatineau, QC, J8X 4C6.  Contact Person: To be completed at time of contract award	Before 2024/03/31	Normal And Outside Normal business hours	: weeks from date of supply and delivery  Standard Lead time is between 6-10 weeks for furniture delivery and installation.	\$
**The Pro the finaliz by the su without th	Business Hours 8:00 – 17:00, as peroject Authority (PA) will provide the ted installation date taking into conspplier. Canada will not be responsible PA authorization.	Installation Total:	\$		

Table 6 – Optional Installation  $\ igsim$  Not Applicable

#### Table 7 – Standard Finishes and Canada's Facilities to Accommodate the Delivery and Certifications

rabie	7 – Standard Fini	shes and Canada's Facilities to Accommodate the Delivery and Certifications				
1.	Standard Finishes					
1.1	IU is to 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 wi	Il deliver the products corresponding to Canada's choice of specific finishes(s). No additional charge Canada.				
2.		s to Accommodate the Delivery  by yees and subcontractors requiring access to the site must adhere to the health and safety plans established for				
		to any laws in effect in the jurisdiction where the work is being performed.				
		the contract, a representative of Canada or a service provider(s) under contract with the Government of Canada				
		of employees and subcontractors requiring access to the site to perform the work and their security statuses.  provided in the timeframe prescribed in order to ensure that the supply, delivery and installation of the furniture er schedule.				
2.1	Loading Dock/Loc	ation				
Α	Location	200 rue Sacré-Coeur, Gatineau, QC, J8X 4C6.				
В	Dock	Loading dock				
С	Lift	does not exist				
D	Door					
E	Freight Elevator	Smaller than standard. To reduce the burden associated with using the freight elevator, delivery requests could be made for evenings and/or weekends				
F	Other (specify, if any)	The Fontaine building located at 200 Sacré Cœur has a simple and small loading dock. The logistics of moving furniture should be discussed with PCH staff on a case-by-case basis. In addition, the building's freight elevator is smaller than the standard.				
		It is the responsibility of the company to provide personal protective equipment to its employees carrying out the work.				
		The Company will provide all tools, equipment, transportation and personnel necessary to perform the Services.				
		It is the company's responsibility to have the necessary insurance to cover any damage to PCH equipment.				
		NB: Project Schedule: Services will be requested as needed and all must be delivered / installed before March 31, 2024				
3.	Continuance of Co	ertifications				
	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.					
	Canada may reque the Identified Use	est copies of environmental certification(s) prior to contract award within a time period specified by r.				
3.1	Integrity Provision	is a second seco				
3.2	Federal Contracto	r's Program for Employment Equity				
3.4	Product Conforma	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)

	Canada may complete a net completed by the Zidden		
1	Firm Product Total (Table 1)	\$	
2	Firm Delivery Total (Table 2)	\$	
3	Firm Installation Total (Table 3)	\$	
4	Total Evaluated (Bid) Price* (1 + 2 + 3) [to be removed at contract award]	\$	
5	Contract Price(1+2+3): [applicable at contract award only]	\$	
6	Applicable Tax(es): [applicable at contract award only]	\$	
7	Total Estimated Cost (9+10): [applicable at contract award only]	\$	

<sup>\*</sup> Applicable taxes extra.

Table 9 - Bidder's Authorized Representative

1.	Bidder's Authorized Representative for the Bid and the Contract		
	Name:	Telephone:	
		E-Mail:	
		PBN:	
		Ariba #:	