

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

bids-soumissions@pco-bcp.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Privy Council Office

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

Proposition au: Bureau du Conseil privé

Nous offrons, par la présente, de vendre à Sa Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses en référence dans les présentes et aux annexes ci-jointes, les biens, services et construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Instructions : See Herein/ Ci-inclus
Comments - Commentaires**

**This document contains a
SECRET Security Requirement.
Ce document comporte une exigence de
sécurité de niveau SECRET.**

**Vendor/Firm Name and address
Fournisseur/ Nom de l'entreprise et adresse**

Issuing Office – Bureau de distribution
Privy Council Office/Bureau du Conseil privé
85 Sparks St./85, rue Sparks
Room 304/Bureau 304
Ottawa, Ontario K1A 0A3

Title – Titre Office Chairs	
Solicitation No. – N° de l'invitation 20230615	Date July 5 th , 2023
Client Reference No. – N° de référence du client 20230615	
Solicitation Closes – L'invitation prend fin at – à 02 :00 PM on – le July 20 th , 2023	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to:/ Adresser toutes questions à: Alexia M. Proulx alexia.melanson-proulx@pco-bcp.gc.ca	Buyer Id – Id de l'acheteur
Telephone No. – N° de téléphone : 343-550-9093	FAX No. – N° de FAX N/A
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein/ Ci-inclus	
Delivery required - Livraison exigée See Herein	Delivered Offered – Livraison proposée
Vendor/firm Name and address Fournisseur/ Nom de l'entreprise et adresse	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
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 PSPC 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)

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

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

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

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

1.4 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [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](#) (2023-06-08) 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: 70 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 Privy Council Office Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Attn: Alexia M. Proulx
E-mail: bids-soumissions@pco-bcp.gc.ca

Due to the nature of the bid solicitation, bids transmitted by facsimile to PCO will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **3** days calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 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 [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

Bidders are required to provide their bid in a single transmission. The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

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

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

Due to the nature of the bid solicitation, bids transmitted by CPC Connect service will not be accepted.

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

[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

Mandatory Technical Criteria (MTC)		
Criteria #		MET/ NOT MET & COMMENTS
MTC 1	<p><u>EXAMPLE ONLY</u></p> <p>The Bidder must provide a photo or drawing representation of their products being offered as described at Annex A of this solicitation.</p> <p>To demonstrate compliance with MTC 1, the photo representation must include at a minimum a frontal and side view showing the profile of the backrest and armrest.</p> <p>Any media (printer matter, CD, DVD, soft copy, or other) submitted must be readable by Canada.</p>	

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

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

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

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

5.2.2 Additional Certifications Precedent to Contract Award

5.2.2.1 Price Certification

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

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

The Bidder certifies that the price proposed

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

b. Price Certification – Canadian Agency and Resale Outlets

The Bidder certifies that the price proposed

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

5.3 Review of Complaint regarding Contract Award

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boaopo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

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 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](#) (2022-12-01), 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
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.

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 *Criminal Code* or the *Immigration and Refugee Protection Act*:

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: Alexia M. Proulx
Title: Procurement & Contracting Officer
Department: Privy Council Office
Address: 85 Sparks Street, Ottawa, Ontario, K1A 0A3

Telephone: 343-550-9093
E-mail address: alexia.melanson-proulx@pco-bcp.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: _____
Organization: _____
Address: _____

Telephone: _____
E-mail address: _____

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

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

6.5.3 Contractor's Representative

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

Name: _____

Title: _____

Telephone: _____

E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

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

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

6.6.2 Method of Payment

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

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 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 following address for certification and payment.
Privy Council Office
_____ *(Insert the address of the organization)*

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.8.2 SACC Manual Clauses

SACC Manual clause [A3000C](#) (2022-05-12) Indigenous Business Certification

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 Payment, and;
- (f) the Contractor's bid dated _____ (*insert date of bid*)

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 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

6.15 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, *either Party* may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boaopo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

6.16 Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

ANNEX A REQUIREMENT



CHAIR TYPE:	Quantity Required: 100
<input checked="" type="checkbox"/> ROTARY CHAIR <input type="checkbox"/> ROTARY STOOL	

Criteria	Requirement Choices	Annex A reference:							
<i>Environmental</i>	<ul style="list-style-type: none"> * All products meet a minimum of ANSI/BIFMA e3 minimum Level@2 * All plastic components are recyclable at the end of their life. 	1.2.8							
<i>Weight Capacity</i>	<ul style="list-style-type: none"> * Standard (up to 275 lbs) <input type="checkbox"/> Large-occupant (275+ lbs up to 400 lbs) 	1.5.7							
<i>Usage</i>	<ul style="list-style-type: none"> * Single shift <input type="checkbox"/> 24/7 (3 continuous working shifts, 7 days a week) 	1.5.2 1.7.1.3							
A <i>Headrest</i>	<ul style="list-style-type: none"> * No <input type="checkbox"/> Yes (adjustable) <input type="checkbox"/> No preference 	2.1.13							
B <i>Backrest Height</i>	<ul style="list-style-type: none"> * Standard * High <input type="checkbox"/> No preference 	2.1.7							
C <i>Lumbar Support</i>	<ul style="list-style-type: none"> <input type="checkbox"/> Fixed position preference * Adjustable (by user) <input type="checkbox"/> Self-Adjusting mechanism <input type="checkbox"/> No 	2.1.6							
D <i>Armrests</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width: 15%; vertical-align: top;"> <ul style="list-style-type: none"> * Adjustable <input type="checkbox"/> Fixed → </td> <td style="width: 15%; vertical-align: top;"> <ul style="list-style-type: none"> * Height Adjustment * Lateral Adjustment <input type="checkbox"/> Fully Articulating </td> <td style="width: 15%; vertical-align: top;"> Armrest Style: * T-arm (DD) → <input type="checkbox"/> Fixed * Adjustable </td> <td rowspan="3" style="width: 15%; vertical-align: middle; text-align: center;">2.1.10</td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Cantilever </td> <td style="vertical-align: top;"> <input type="checkbox"/> T-arm <input type="checkbox"/> Cantilever <input type="checkbox"/> Loop <input type="checkbox"/> No preference </td> </tr> <tr> <td colspan="2"></td> </tr> </table>	<ul style="list-style-type: none"> * Adjustable <input type="checkbox"/> Fixed → 	<ul style="list-style-type: none"> * Height Adjustment * Lateral Adjustment <input type="checkbox"/> Fully Articulating 	Armrest Style: * T-arm (DD) → <input type="checkbox"/> Fixed * Adjustable	2.1.10	<input type="checkbox"/> Cantilever	<input type="checkbox"/> T-arm <input type="checkbox"/> Cantilever <input type="checkbox"/> Loop <input type="checkbox"/> No preference		
<ul style="list-style-type: none"> * Adjustable <input type="checkbox"/> Fixed → 	<ul style="list-style-type: none"> * Height Adjustment * Lateral Adjustment <input type="checkbox"/> Fully Articulating 		Armrest Style: * T-arm (DD) → <input type="checkbox"/> Fixed * Adjustable	2.1.10					
	<input type="checkbox"/> Cantilever		<input type="checkbox"/> T-arm <input type="checkbox"/> Cantilever <input type="checkbox"/> Loop <input type="checkbox"/> No preference						
E <i>Seat Depth</i>	<ul style="list-style-type: none"> * Adjustable <input type="checkbox"/> Fixed position <input type="checkbox"/> Shallow <input type="checkbox"/> Medium <input type="checkbox"/> Deep 	2.1.2							
F <i>Seat Width</i>	<ul style="list-style-type: none"> * Standard based on weight capacity chosen above 	2.1.3 2.2.2							
G <i>Seat Height</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><i>Rotary Chair</i></td> <td>* Adjustable – standard range <input type="checkbox"/> Adjustable - low range</td> </tr> <tr> <td><i>Rotary Stool</i></td> <td>Adjustable</td> </tr> </table>	<i>Rotary Chair</i>	* Adjustable – standard range <input type="checkbox"/> Adjustable - low range	<i>Rotary Stool</i>	Adjustable	2.1.4			
<i>Rotary Chair</i>	* Adjustable – standard range <input type="checkbox"/> Adjustable - low range								
<i>Rotary Stool</i>	Adjustable								
H <i>Tilt Mechanism</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><i>Rotary Chair</i></td> <td> <input type="checkbox"/> Multifunction Sensitive * Synchro Tilt <input type="checkbox"/> Unison Tilt <input type="checkbox"/> Weight Sensitive <input type="checkbox"/> No preference </td> </tr> <tr> <td><i>Rotary Stool</i></td> <td> <input type="checkbox"/> Multifunction Sensitive <input type="checkbox"/> Synchro Tilt <input type="checkbox"/> Unison Tilt <input type="checkbox"/> Weight Sensitive <input type="checkbox"/> Fixed Back <input type="checkbox"/> No preference </td> </tr> </table>	<i>Rotary Chair</i>	<input type="checkbox"/> Multifunction Sensitive * Synchro Tilt <input type="checkbox"/> Unison Tilt <input type="checkbox"/> Weight Sensitive <input type="checkbox"/> No preference	<i>Rotary Stool</i>	<input type="checkbox"/> Multifunction Sensitive <input type="checkbox"/> Synchro Tilt <input type="checkbox"/> Unison Tilt <input type="checkbox"/> Weight Sensitive <input type="checkbox"/> Fixed Back <input type="checkbox"/> No preference	1.5.11 2.1.8			
<i>Rotary Chair</i>	<input type="checkbox"/> Multifunction Sensitive * Synchro Tilt <input type="checkbox"/> Unison Tilt <input type="checkbox"/> Weight Sensitive <input type="checkbox"/> No preference								
<i>Rotary Stool</i>	<input type="checkbox"/> Multifunction Sensitive <input type="checkbox"/> Synchro Tilt <input type="checkbox"/> Unison Tilt <input type="checkbox"/> Weight Sensitive <input type="checkbox"/> Fixed Back <input type="checkbox"/> No preference								

I	Seat Angle and Backrest-to-seat Angle	Adjustable and lockable (<i>not applicable to weight sensitive tilt mechanisms</i>)		2.1.5 2.1.9
J	Casters	<i>for use on:</i> * carpet <input type="checkbox"/> hard surfaces		2.1.11
L	Footrest (rotary stools only)	<input type="checkbox"/> integrated fixed height <input type="checkbox"/> adjustable height		2.1.12
Finishes		Backrest:	<input type="checkbox"/> Upholstery Material <input type="checkbox"/> Non-upholstery (<i>ie. flexible plastic</i>) * Mesh	2.1.15
		Seat:	* Upholstery Material <input type="checkbox"/> Non-upholstery (<i>ie. flexible plastic</i>) <input type="checkbox"/> Mesh	
		Base Frame:	<input type="checkbox"/> Metal * Plastic	
Labelling and Instructions		* All chairs must be provided with labelling and instructions		1.3.2
Ergonomic Assessments and Accessibility		<i>If applicable, please specify further details (that are within the scope of the specifications) into the Additional Criteria below.</i>		1.6.3

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.

SUB-CATEGORY

Table 1: Summary of Chairs per Subcategory No. 1

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	100		\$	\$
Subtotal Products:					\$

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	Privy Council Office 2465 Stevenage Dr, Unit 103 Ottawa, ON K1G 3W2	Within 10 weeks after Contract signed	Normal	_____ : 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

(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 install as per below**	Firm Lot Price \$
1	Not applicable	Not applicable	Not applicable	_____ : weeks from date of supply and delivery <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$

<p>*Normal Business Hours 8:00 – 17:00, as per SA, Annex A, article 5</p> <p>**The Project Authority (PA) will provide the supplier the authority to proceed prior to the finalized installation date taking into consideration the installation time provided by the supplier. Canada will not be responsible if the supplier chooses to proceed without the PA authorization.</p>	Installation Total:	\$
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- 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

1.	Standard Finishes	
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>	
2.	Canada’s Facilities to Accommodate the Delivery	
	<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	2465 Stevenage Dr, Unit 103, Ottawa, ON, K1G 3W2
B	Dock	Existing loading doc
C	Lift	The truck must back up against the loading dock.
D	Door	10 x 12 feet
E	Freight Elevator	N/A
F	Other (specify, if any)	
3.	Continuance of Certifications	
	<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	Firm Product Total (Table 1)	\$
2	Firm Delivery Total (Table 2)	\$
3	Firm Installation Total (Table 3)	\$
4	Hardware Total as per article 1.5 of Annex A-1 of SA <i>(if Applicable)</i>	\$
5	Total Evaluated (Bid) Price* (1 + 2 + 3 + 4) [to be removed at contract award]	\$
6	Contract Price (1 + 2 + 3): [applicable at contract award only]	\$
7	Applicable Tax(es): [applicable at contract award only]	\$
8	Total Estimated Cost (6 + 7): [applicable at contract award only]	\$

* Applicable taxes extra.

Table 9 – Bidder’s Authorized Representative

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