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Bid Receiving | Réception des  
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 acia@inspection.gc.ca](mailto:cfia.bidreceipt-receptiondesoumission.acia@inspection.gc.ca)

**REQUEST FOR  
 PROPOSAL**

**DEMANDE DE  
 PROPOSITION**

Proposal to: **Canadian Food  
 Inspection Agency (CFIA)**

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

Proposition à : **L'Agence canadienne  
 d'inspection des aliments (ACIA)**

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

<b>Title – Sujet</b> Ergonomic Chairs – Burnaby, BC		<b>Date</b> July 5 <sup>th</sup> , 2023	
<b>Solicitation No. – N ° de l'Invitation</b> 2024-00205			
<b>Client Reference No. – N ° de Référence du Client</b> 2024-00205			
<b>Solicitation Closes – L'Invitation Prend Fin</b>			
<b>At – À :</b>	<b>2pm</b>	EST (Eastern Standard Time) – HNE (heure normal de l'Est)	
<b>On – Le :</b>	<b>July 19, 2023</b>		
<b>Delivery – Livraison</b>	<b>Taxes</b>	<b>Duty – Droits</b>	
See herein – Voir aux présentes	See herein – Voir aux présentes	See herein – Voir aux présentes	
<b>Destination of Services – Destination des Services</b> See herein – Voir aux présentes			
<b>Instructions</b> See herein – Voir aux présentes			
<b>Address Inquiries To – Adresser toutes demande de renseignements à : Catherine Clairoux</b>			
<b>Telephone No. - N ° de téléphone</b> (343) 596-9265		<b>Email Address – Adresse Courriel</b> <a href="mailto:catherine.clairoux@inspection.gc.ca">catherine.clairoux@inspection.gc.ca</a>	
<b>Vendor or Firm Name, Address and Representatives – Nom du fournisseur ou de l'entreprise, adresse et les représentants :</b>			
<b>Telephone No. - N ° de téléphone</b>		<b>Email Address – Adresse Courriel</b>	
<b>Name and Title of the Authorized Person signing on behalf of the Vendor or Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur ou de l'entrepreneur (taper ou en caractères d'imprimerie)</b>			

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## PART 1 - GENERAL INFORMATION

### 1.1 Summary

This bid solicitation is being issued to satisfy the requirement of the **Canadian Food Inspection Agency** (CFIA) (the « **Client** ») for the purchase, delivery and installation of Rotary Chairs in Burnaby, BC.

### 1.2 Security Requirements

- a. There is no security associated with this requirement. Contractor may be escorted; possession of a security clearance not required.
- b. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### 1.3 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.

### 1.4 General and 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).

**Conditional PSIB Stream Procurement**

This procurement is conditionally 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 conditionally 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.

**"Indigenous Business"** or **"Indigenous Businesses"** mean an entity or entities that have duly completed the Attachment 1 to Part 5 – PSIB Certifications and submitted it with their bid.

This is a competitive bid solicitation however, this solicitation will be reserved for Indigenous Businesses if both of the following conditions are met:

- a. bids from two (2) or more Indigenous Businesses are responsive with the mandatory requirements of the solicitation including any minimum points required for any point-rated criteria, and;
- b. bids from two (2) or more Indigenous Businesses are, in the evaluation team's opinion, not affiliated within the meaning used in the Competition Act, R.S.C., 1985, c. C-34.

If the above conditions are not met, the procurement will remain open for competition among all suppliers.

## **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 via Teams.

## **1.6 Electronic Submission**

This bid solicitation requires bidders to submit their bids electronically to the Contract Authority at the generic Bid Receiving Email Address [cfia.bidreceipt-receptiondesoumission.acia@canada.ca](mailto:cfia.bidreceipt-receptiondesoumission.acia@canada.ca) by the date and time indicated on Page 1 of the bid solicitation.

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The **2003** (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:** 180 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 (RFSAs), 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 electronically to the Contract Authority at the generic Bid Receiving email address [cfia.bidreceipt-receptiondesoumission.acia@canada.ca](mailto:cfia.bidreceipt-receptiondesoumission.acia@canada.ca) by the date and time indicated on page 1 of the bid solicitation.

**SOLICITATION CLOSES at 2pm on July 19<sup>th</sup>, 2023 Eastern Time EDT**

The Bid Receiving Email Address is Solely for Delivery of Bids: for the sole purpose of bid submission. No other communications are to be forwarded to this email address.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **British Columbia, Canada**.

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.

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

### **3.1 Bid Preparation Instructions**

Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section 17.

#### **It is the Bidder's responsibility to:**

- a. obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
- b. prepare its bid in accordance with the instructions contained in the bid solicitation;
- c. submit by solicitation closing date and time a complete bid;
- d. send its bid only to the specified Bid Receiving Unit specified in the bid solicitation, to the email address specified in the bid solicitation;
- e. ensure that the Bidder's name, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,
- f. provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

Bid documents and supporting information may be submitted in either English or French. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada. All bids will be treated as confidential, subject to the provisions of the Access to Information Act ( R.S. 1985, c. A-1) and the Privacy Act ( R.S., 1985, c. P-21).

Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid. A bid cannot be assigned or transferred in whole or in part.

Canada requests that the Bidder submits its bid in separately bound sections as follows:

**Section I:** Financial Bid

**Section II:** Certifications and Additional Information

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

#### **Submission of Only One Bid:**

1. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
2. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "related" to a Bidder if:
  - a. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - b. they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
  - c. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or,

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d. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

3. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

### **Section I: Financial Bid**

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

#### **3.1.1 Electronic Payment of Invoices – Bid**

The Bidder accepts the following Electronic Payment Instrument : **Direct Deposit**. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### **3.1.2 Exchange Rate Fluctuation**

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

### **Section II: Certifications and Additional Information**

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



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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the financial evaluation criteria.
- b. An evaluation team composed of representatives of Canada will evaluate the bids.
- c. The evaluation team will determine if there are two (2) or more compliant bids with the PSIB Certifications at Attachment 1 to Part 5 with the bids coming from two or more Bidders that are not affiliated within the meaning used in the Competition Act, R.S.C., 1985, c. C-34. In that event, only those compliant bids will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more compliant bids with valid PSIB Certifications, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Indigenous Business certifications at any time in the evaluation process including doing so concurrently with other steps.

#### **4.1.2 Financial Evaluation**

SACC Manual Clause **A0220T** (2014-06-26), **Evaluation of Price-Bid**

### **4.2 Basis of Selection**

SACC Manual Clause **A0069T** (2007-05-25), **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.

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## **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 Indigenous Business**

This procurement is conditionally reserved under the federal government Procurement Strategy for Indigenous Business. If the PSIB Certifications at **Attachment 1 to Part 5** are not provided by the Bidder, the bid will be evaluated as being from a non-Indigenous Business.

For more information on Indigenous Business requirements of the Set-aside Program for Indigenous Business, see Annex 9.4, Supply Manual.

#### **5.1.2 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.

#### **5.1.3 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.

#### **5.1.4 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.

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### 5.2.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/canada/esdc-labour/sdc-labour) 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.

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## ATTACHMENT 1 TO PART 5 - ADDITIONAL CERTIFICATIONS REQUIRED WITH THE BID

### Federal Government's Procurement Strategy for Indigenous Business

#### PSIB Certifications

For additional information, visit:

- a. Annex 9.4 and section 9.40 of the Supply Manual (<https://buyandsell.gc.ca/policyandguidelines/supply-manual/section/9>),
- b. Policy Notice 1996-2 (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13706>), and
- c. Policy Notice 1997-6 ([https://www.tbs-sct.gc.ca/Pubs\\_pol/dcgpubs/ContPolNotices/97-6-eng.asp#defi](https://www.tbs-sct.gc.ca/Pubs_pol/dcgpubs/ContPolNotices/97-6-eng.asp#defi))

#### Indigenous Business

1. By submitting this certification a Bidder certifies that the statements contained in this certification are accurate and complete.
2. The Bidder:
  - a. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in this annex;
  - b. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in this annex; and
  - c. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in this annex.
3. The Bidder must check the applicable box below:  
 The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.  
**OR**  
 The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.
4. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

#### Owner Certification – Indigenous Business

If requested by the Contracting Authority, the Bidder must provide the following certification completed for each owner who is Indigenous:

I am an owner of \_\_\_\_\_ (insert name of business), and an Indigenous person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Indigenous Business".

I certify that the above statement is true and consent to its verification upon request by Indigenous Services Canada.

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

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## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

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

  - a. section 279.01 (Trafficking in persons);
  - b. section 279.011 (Trafficking of a person under the age of eighteen years);
  - c. subsection 279.02(1) (Material benefit - trafficking);
  - d. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
  - e. subsection 279.03(1) (Withholding or destroying documents - trafficking);
  - f. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or *Immigration and Refugee Protection Act*
  - g. 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

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other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(a) to (g).

6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
  - a. in the case of a conviction, whether the court acted within its jurisdiction;
  - b. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
  - c. whether the court's decision was obtained by fraud; or
  - d. whether the supplier was entitled to present to the court every defense 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.

##### **6.4.3 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.

##### **6.4.5 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**

##### **Catherine Clairoux**

Senior Procurement and Contracting Officer  
Contracting and Procurement Policy Division  
Canadian Food Inspection Agency  
59 Camelot Dr. Nepean, ON K2G 5W6  
(343) 596-9265  
[catherine.clairoux@inspection.gc.ca](mailto:catherine.clairoux@inspection.gc.ca)

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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

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

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

### 6.6.2 Method of Payment

SACC Manual Clause **H1000C** (2008-05-12), **Single Payment**.

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 the following Electronic Payment Instrument : **Direct Deposit**



## 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.

**Invoices must be distributed as follows:** the original must be sent to the Project Authority, identified in Section 6.5. Authorities, for certification and payment.

## 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 [\[to be completed at contract award\]](#).

## 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. the Contractor's bid dated \_\_\_\_\_ ([insert date of bid at the time of 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.

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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**

**ANNEX A – REQUIREMENT**  
**Table A1: Rotary Chairs**



<b>CHAIR TYPE:</b>	<b>Quantity Required: 39</b>
<input checked="" type="checkbox"/> <b>* ROTARY CHAIR</b>	
<input type="checkbox"/> *	

Criteria	Requirement Choices	Annex A reference:						
Environmental	* 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						
Weight Capacity	* Standard (up to 275 lbs) <input type="checkbox"/> Large-occupant (275+ lbs up to 400 lbs)	1.5.7						
Usage	* Single shift <input type="checkbox"/> 24/7 (3 continuous working shifts, 7 days a week)	1.5.2 1.7.1.3						
A Headrest	* No <input type="checkbox"/> Yes (adjustable) <input type="checkbox"/> No preference	2.1.13						
B Backrest Height	* Standard <input type="checkbox"/> High <input type="checkbox"/> No preference	2.1.7						
C Lumbar Support	<input type="checkbox"/> Fixed position * Adjustable (by user) <input type="checkbox"/> Self-Adjusting mechanism <input type="checkbox"/> No preference	2.1.6						
D Armrests	<input checked="" type="checkbox"/> Adjustable <table border="1" style="display: inline-table; vertical-align: top;"> <tr> <td>* Height Adjustment</td> <td>Armrest Style:</td> </tr> <tr> <td>* Lateral Adjustment</td> <td><input type="checkbox"/> T-arm (DD) → <input type="checkbox"/> Fixed * Adjustable</td> </tr> <tr> <td>* Fully Articulating</td> <td><input type="checkbox"/> Cantilever</td> </tr> </table>	* Height Adjustment	Armrest Style:	* Lateral Adjustment	<input type="checkbox"/> T-arm (DD) → <input type="checkbox"/> Fixed * Adjustable	* Fully Articulating	<input type="checkbox"/> Cantilever	2.1.10
	* Height Adjustment	Armrest Style:						
* Lateral Adjustment	<input type="checkbox"/> T-arm (DD) → <input type="checkbox"/> Fixed * Adjustable							
* Fully Articulating	<input type="checkbox"/> Cantilever							
<input type="checkbox"/> Fixed → <input type="checkbox"/> T-arm <input type="checkbox"/> Cantilever <input type="checkbox"/> Loop <input type="checkbox"/> No preference								
E Seat Depth	* Adjustable <input type="checkbox"/> Fixed position <input type="checkbox"/> Shallow <input type="checkbox"/> Medium <input type="checkbox"/> Deep	2.1.2						
F Seat Width	* Standard based on weight capacity chosen above	2.1.3 2.2.2						
G Seat Height	Rotary Chair * Adjustable – standard range <input type="checkbox"/> Adjustable - low range	2.1.4						
H Tilt Mechanism	Rotary Chair * Multifunction <input type="checkbox"/> Synchro Tilt <input type="checkbox"/> Unison Tilt <input type="checkbox"/> Weight Sensitive <input type="checkbox"/> No preference	1.5.11 2.1.8						
I Seat Angle and Backrest-to-seat Angle	* Adjustable and lockable (not applicable to weight sensitive tilt mechanisms)	2.1.5 2.1.9						
J Casters	for use on: * 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 * Not applicable	2.1.12						
Finishes	Backrest: <input type="checkbox"/> Upholstery <input type="checkbox"/> Non-upholstery (i.e. flexible plastic) * Mesh Material	2.1.15						
	Seat: * Upholstery <input type="checkbox"/> Non-upholstery (i.e. flexible plastic) <input type="checkbox"/> Mesh Material							
	Base Frame: * Metal <input type="checkbox"/> Plastic							
Labelling and Instructions	* All chairs must be provided with labelling and instructions	1.3.2						
Ergonomic Assessments and Accessibility	If applicable, please specify further details (that are within the scope of the specifications) into the Additional Criteria below.	1.6.3						
Additional Criteria	<ul style="list-style-type: none"> <li>➢ Requirement for Product Classification 1: Individual Work, Unassigned Task - Ergonomic task chair..</li> <li>➢ Requesting additional information such as photo representations of products being offered.</li> </ul>							

## ANNEX B - BASIS OF PAYMENT

### Procurement Strategy

Subcategory Procurement

All-inclusive Procurement

### 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".

**Table 1 – Summary of Chairs per Subcategory**

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 Chairs as defined in Annex A.	39		\$	\$
<b>Subtotal Products:</b>					\$

**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:	Supplier will supply and deliver as per below**	Firm Lot Price \$
A1	Canadian Food Inspection Agency (CFIA) Suite 400 4321 Still Creek Dr. Burnaby, BC V5C 6S7	by 2023-10-06	Normal Business Hours	_____ : weeks	\$
Normal Business Hours are from 8:00 – 17:00, as per SA, Annex A, article 5 Prior to delivery, obtain authority from the Project Authority (PA) to confirm the date and time. Canada will not be responsible if the supplier chooses to proceed without the PA's authorization.				<b>Delivery Total:</b>	\$

**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:	Supplier will install as per below**	Firm Lot Price \$
1	Canadian Food Inspection Agency (CFIA) Suite 400 4321 Still Creek Dr. Burnaby, BC V5C 6S7	by 2023-10-06	Normal Business Hours	_____ : weeks from date of supply and delivery	\$
Normal Business Hours are from 8:00 – 17:00, as per SA, Annex A, article 5 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.				<b>Installation Total:</b>	\$

Table 4 – Optional Product  Not Applicable  
 Table 5 – Optional Delivery  Not Applicable  
 Table 6 – Optional Installation  Not Applicable

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

<b>1.</b>	<b>Standard Finishes</b>	
<b>1.1</b>	<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>	<p><b>Canada's Facilities to Accommodate the Delivery</b>  <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. 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>	
<b>2.1</b>	<b>Loading Dock/Location</b>	
A	Location	<b>4321 Still Creek Dr. Suite 400 Burnaby, BC V5C 6S7</b>
B	Loading Bay	<b>Loading Bay on the West Side of the building.</b>
C	Lift	.
D	Door	.
E	Freight Elevator	<b>In the Lobby on the West Side of the building. Chairs to be brought to the 4<sup>th</sup> Floor.</b>
F	Other	<b>To schedule a delivery, contact (to be included at Contract Award). Delivery will need to be coordinated in advance with the Project Authority identified at 6.5.</b>
<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>	
<b>3.1</b>	<b>Integrity Provisions</b>	
<b>3.2</b>	<b>Federal Contractor's Program for Employment Equity</b>	
<b>3.4</b>	<b>Product Conformance</b>	
<b>3.5</b>	<b>Price Certification (In accordance with the SA, Part 6B)</b>	

**Table 8 - Bid Evaluation and Contract Total**

1	<b>Firm Product Total (Table 1)</b>	\$
2	<b>Firm Delivery Total (Table 2)</b>	\$
3	<b>Firm Installation Total (Table 3)</b>	\$
4	Hardware Total as per article 1.5 of Annex A-1 of SA (if Applicable)	\$
5	<b>Total Evaluated (Bid) Price* (1 + 2 + 3 + 4) [to be removed at contract award]</b>	\$
6	<b>Applicable Tax(es): [applicable at contract award only]</b>	\$
7	<b>Total Estimated Cost (9 + 10): (at contract award only)</b>	\$

Solicitation No. - N° de l'invitation

**2024-00205**

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

**2024-00205**

Amd. No. - N° de la modif.

File No. - N° du dossier  
**2024-00205**

Buyer ID - Id de l'acheteur

**E12**

CCC No./N° CCC - FMS No./N° VME

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

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

**ELECTRONIC PAYMENT INSTRUMENT**

The Bidder accepts the following Electronic Payment Instrument: **Direct Deposit**