

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to / Propositions aux:

Statistics Canada / Statistique Canada

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 or attached hereto, the supplies and services listed herein or on any attached sheets at the price(s) set out therefore.

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 annexes ci-jointes, les articles et les services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Solicitation No – N° de l'invitation : J064904
Solicitation closes – L'invitation prend fin At – à : 14:00 EST On – le : December 08, 2023
Update – Mise à jour :

Name and title of person authorized to sign on behalf of vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression).
Name – Nom :
Title – Titre :

Date of Solicitation – Date de l'invitation: November 17, 2023	
Address inquiries to – Adresser toute demande de renseignements à: statcan.macs bids-smcsoumissions.statcan@statcan.gc.ca	
Area code and Telephone No. Code régional et N° de téléphone 343-548-1422	Facsimile No. N° de télécopieur N/A
Destination MACS BID – RECEIVING ATTN: Abbas Khokhar statcan.macs bids-smcsoumissions.statcan@statcan.gc.ca	

Instructions :
Municipal taxes are not applicable.

Unless otherwise specified herein by the Crown, all prices quotes are to be net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be F.O.B., including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax is to be shown as a separate item.

Instructions:
Les taxes municipales ne s'appliquent pas.

Sauf indication contraire, énoncée par la Couronne, dans les présentes, tous les prix indiqués sont des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être F.A.B., y compris tous frais de livraison à la (aux) destination(s) indiquée(s). La somme de la taxe sur les produits et services devra être un article particulier.

Delivery required – Livraison exigée	Delivery offered – Livraison proposée
Vendor Name and Address – Raison sociale et adresse du fournisseur Facsimile No – N° de télécopieur : Telephone No – N° de téléphone :	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security associated with this requirement.

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

1.2 Requirement

This solicitation is issued pursuant to the Supplier's Furniture for Office Seating Supply Arrangement (SA) that forms part of the series of SAs issued by PWGSC with the number E60PQ-120001/PQ. The terms and conditions in the Supplier's SA apply to and form part of this solicitation. Bidders who submit a bid agree to be bound by those terms and conditions as well as the terms and conditions in this solicitation.

The requirement is detailed under Annex A of the resulting contract clauses.

1.3 General or Procurement Strategy for Indigenous Business (PSIB)

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 is an open tender. However, it will be **conditionally set-aside** under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (<https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658>).

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.

Further to Article 800 of the **Canadian Free Trade Agreement (CFTA)** (<https://www.cfta-alec.ca/canadianfree-trade-agreement/>), CFTA does not apply to the procurement if the two (2) conditions below are met:

- (i) Bids from two (2) or more Indigenous Businesses are responsive with the mandatory requirements; and
- (ii) 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** (<https://lawslois.justice.gc.ca/eng/acts/C-34/>).

Indigenous Businesses is here defined as an entity which has submitted with its bid a valid Owner/Employee Certification (see the Attachment to Part 5 titled "Set-aside for Indigenous Business").

If the above two (2) conditions are not met, the procurement will remain open for competition among all businesses and the following will apply:

- (i) Canada Free Trade Agreement
- (ii) Canada–Korea Free Trade Agreement
- (iii) Canada–Chile Free Trade Agreement
- (iv) Canada–Colombia Free Trade Agreement
- (v) Canada–Honduras Free Trade Agreement
- (vi) Canada–Panama Free Trade Agreement

1.4 Canadian Content

The requirement is subject to a preference for Canadian goods.

1.5 Debriefings

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

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](#) (2023-06-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 90 days

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:

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

2.2 Submission of Bids

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

Bids must be submitted only to Statistics Canada (StatCan) by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than two (2) 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)

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

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid: one (1) soft copy by e-mail in a "pdf" format;
Section II: Financial Bid: one (1) soft copy by e-mail in a "pdf" format;
Section III: Certifications: one (1) soft copy by e-mail in a "pdf" format.

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

Section I: Technical Bid

In their Technical Bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

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

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex D Electronic Payment Instruments, to identify which ones are accepted.

If Annex E Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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 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

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

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

SACC Manual clause [A0069T](#) (2007-05-25) Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Additional Information

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

5.1.2 Product Conformance

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

5.1.3 Continuance of Certifications

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.2.2 Additional Certifications Precedent to Contract Award

5.2.2.1 Price Certification

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

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

The Bidder certifies that the price proposed

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

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

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

6.2 Requirement

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

This contract is issued against the Supplier's Furniture for Office Seating Supply Arrangement (SA) that forms part of the series of SAs issued by PWGSC with the number E60PQ-120001/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 March 31, 2024.

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: Abbas Khokhar
Title: Procurement Coordinator
Organization: Statistics Canada
Address: 150 Tunney's Pasture Driveway, Ottawa, Ontario K1A 0T6
Telephone: 343-548-1422
E-mail address: abbas.khokhar@statcan.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 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 H1001C (2008-05-12) Multiple Payment

6.6.3 SACC Manual Clauses

SACC Manual clause [C0100C](#) (2010-01-11) Discretionary Audit - Commercial Goods and/or Services

6.6.4 Electronic Payment of Invoices – Contract

Canada may pay invoices by credit card if the Contractor's SA indicates acceptance of such payment. Refer to Supplier's SA.

6.7 Invoicing Instructions

- i. One (1) copy (electronic) must be forwarded to the address below for certification and payment:

financecounter@statcan.gc.ca
- ii. One (1) copy (electronic) must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement of the SA E60PQ-120001;
- (b) the Articles of this Agreement;
- (c) the general conditions 2010A (2022-12-01) – General Conditions: Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Additional Specifications and Certifications for NSA Products;
- (g) 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 [B1501C](#) (2018-06-21), Electrical Equipment
SACC Manual clause [B4003T](#) (2011-05-16), Canadian General Standards Board – Standards
SACC Manual clause [B6802C](#) (2007-11-30), Government Property
SACC Manual clause [G1005C](#) (2016-01-28), Insurance - No Specific Requirement

<i>Finishes</i>	Backrest:	<input checked="" type="checkbox"/> Upholstery <input type="checkbox"/> Non-upholstery (<i>ie. flexible plastic</i>) <input type="checkbox"/> Mesh Material	2.1.15
	Seat:	<input checked="" type="checkbox"/> Upholstery <input type="checkbox"/> Non-upholstery (<i>ie. flexible plastic</i>) <input type="checkbox"/> Mesh Material	
	Base Frame:	<input type="checkbox"/> Metal <input checked="" type="checkbox"/> Plastic	
<i>Labelling and Instructions</i>	<input checked="" type="checkbox"/> All chairs must be provided with labelling and instructions		1.3.2
<i>Ergonomic Assessments and Accessibility</i>	If applicable, please specify further details (that are within the scope of the specifications) into the Additional Criteria below.		1.6.3
<i>Additional Criteria</i>	<ul style="list-style-type: none"> ➤ Additional Criteria must be generic, not Supplier specific and cannot contradict the RFSA Technical Specifications @ Annex A. ➤ May also request additional information such as photo representations of products being offered or inclusion of specific colour tones or listing of finish offerings available to be provided prior to contract award. 		

**ANNEX B
BASIS OF PAYMENT**

1. Procurement Strategy

Subcategory Procurement

All-inclusive Procurement

2. Product and Pricing

INSTRUCTIONS TO BIDDERS: Bidders are to complete Sections B of the tables identified by the IU in this article as well as Tables 5, 8 and 9. **Bidders must provide a complete product offering for each Subcategory or All-inclusive Procurement.** In a resulting contract, the term “Bid” means the Supplier’s commitment, the term “Bidder” means “Contractor”.

BIDDER TO COMPLETE SECTION B – SUPPLIER’S BID IN ITS ENTIRETY.

ALL-INCLUSIVE PROCUREMENT

Table 1: Summary of Chairs for All-inclusive procurement

Section A - IU REQUIREMENT			Section B – SUPPLIER’S BID		
Table	Title	Qty	Supplier Part Number	Firm Unit Price \$	Extended Total [Qty x Price] \$
A1	Ergonomic Task Chairs - Sherbrooke	20		\$	\$
A2	Ergonomic Task Chairs - Montreal	20		\$	\$
A3	Ergonomic Task Chairs - Halifax	20		\$	\$
A4	Ergonomic Task Chairs - Toronto	15		\$	\$
	Product Sub-total:				\$
Non Supply Arrangement (NSA) products can be added to a requirement within the allowable percentage per subcategory (currently 30% of the quantity per subcategory or 30% of the full requirement when handled as an All Inclusive Procurement). The Supply Arrangement Holder signs and certifies that all the NSA products offered will conform to all specifications and meet the testing requirements detailed at Annex C.					
Table	NON-SA Product(s)	Qty	Supplier Part Number	Firm Unit Price \$	Extended Total [Qty x Price] \$
A1	<insert type of chair>			\$	\$
	<i>(Instruction to IUs: Add/remove lines as needed)</i>				
	Product Total				\$

Table 2 – Delivery

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

Section A - IU REQUIREMENT				Section B – SUPPLIER'S BID	
Product Item # from Table 1	Location	Desired Date** (YYYY-MM-DD)	Desired Time: Normal Business Hours Or Outside Normal Business Hours *	Supplier will supply and deliver as per below**	Firm Lot Price \$
A1	2550 Victoria Park Ave Suite 200 Toronto, ON M2J 5A9	2023-12-23	[Normal]]	1 week from date of supply and delivery <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
A2	1888 Brunswick Street 1 st Floor Halifax, NS B3J 2G7	2023-12-23	[Normal]	1 week from date of supply and delivery <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
A3	200 René-Lévesque Boulevard West Guy-Favreau Complex, East Tower Suite 402 Montreal, QC H2Z 1X4	2023-12-23	[Normal]	1 week from date of supply and delivery <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
A4	3299 Industriel Boulevard Sherbrooke, QC J1L 2E9	2023-12-23	Normal	1 week from date of supply and delivery <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. <i>Add more rows if necessary.</i>					

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 \$
A1	2550 Victoria Park Ave Suite 200 Toronto, ON M2J 5A9	2023-12-08	Normal Business Hours	1 week from date of supply and delivery <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
A2	1888 Brunswick Street 1 st Floor Halifax, NS B3J 2G7	2023-12-08	Normal Business Hours	1 week from date of supply and delivery <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
A3	200 René-Lévesque Boulevard West Guy-Favreau Complex, East Tower Suite 402 Montreal, QC H2Z 1X4	2023-12-08	[Normal]	1 week from date of supply and delivery <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
A4	3299 Industriel Boulevard Sherbrooke, QC J1L 2E9	2023-12-08	Normal	1 week 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> <p><i>Add more rows if necessary.</i></p>				Installation Total:	\$

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	<p>Loading Dock/Location: Important Delivery INFO Delivery cannot be dock to dock. No Loading Dock in Sherbrooke and Halifax. Halifax and Sherbrooke require delivery to the suite, both are ground floor locations. Chairs cannot be left on the side of the street or parking lot. ALL LOCATIONS - white glove delivery. Chairs must be assembled, unboxed and packaging removed from the site for all locations.</p>																																		
A	Location	<table border="1"> <tr> <td colspan="5">Central</td> </tr> <tr> <td>Toronto</td> <td>2550 Victoria Park Ave</td> <td>Suite 200</td> <td>M2J 5A9</td> <td>Ontario</td> </tr> <tr> <td colspan="5">EAST</td> </tr> <tr> <td>Halifax</td> <td>1888 Brunswick Street 200 René-Lévesque Boulevard West</td> <td>1st Floor</td> <td>3J 2G7</td> <td>Nova Scotia</td> </tr> <tr> <td>Montreal</td> <td>Guy-Favreau Complex, East Tower</td> <td>Suite 402</td> <td>H2Z 1X4</td> <td>Quebec</td> </tr> <tr> <td>Sherbrooke</td> <td>3299 Industriel Boulevard</td> <td></td> <td>J1L 2E9</td> <td>Quebec</td> </tr> </table>				Central					Toronto	2550 Victoria Park Ave	Suite 200	M2J 5A9	Ontario	EAST					Halifax	1888 Brunswick Street 200 René-Lévesque Boulevard West	1st Floor	3J 2G7	Nova Scotia	Montreal	Guy-Favreau Complex, East Tower	Suite 402	H2Z 1X4	Quebec	Sherbrooke	3299 Industriel Boulevard		J1L 2E9	Quebec
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Sherbrooke	3299 Industriel Boulevard		J1L 2E9	Quebec																															
B	Dock	<p>Toronto - Size of loading dock doors: 9'10" wide x 15' high, 2 loading bays at back of building</p> <p>Montreal - Loading dock address is 1125 Jeanne-Mance, Montréal, QC, H2Z 1W8 It's open Monday to Friday, from 8 am to 4pm. Max truck size: 12 feet high, 30 feet long</p>																																	
C	Lift	<p>Toronto – There is a lift in one of the bays. Montreal – unable to confirm</p>																																	
D	Door	[Size - H x W]																																	
E	Freight Elevator	<p>Toronto – Freight elevator can be pre-booked Montreal – TBC Halifax - NA Sherbrooke – NA</p>																																	
F	Other (specify, if any)	<p>Halifax – street parking only All Locations – delivery must be arranged in advance</p>																																	
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. 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	Total Evaluated (Bid) Price* (1 + 2 + 3) <i>[to be removed at contract award]</i>	\$
5	Contract Price(1+2+3): <i>[applicable at contract award only]</i>	\$
6	Applicable Tax(es): <i>[applicable at contract award only]</i>	\$
7	Total Estimated Cost (5+6): <i>[applicable at contract award only]</i>	\$

* 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 #:

ANNEX C
ADDITIONAL SPECIFICATIONS, CERTIFICATIONS FOR NSA PRODUCT(S)

This Annex includes the additional Specifications, Certifications associated with NSA product if applicable forming part of the requirement.

1. Specifications

2. Certifications

NSA Product Conformance (*Required precedent to Issuance of a contract*)

The Supplier certifies that all the NSA products offered will conform to all specifications indicated in Annex A of the RFP, and meet the testing and performance requirements found at ANNEX A of the Supply Arrangement, as applicable.

Supplier's Signature

Date

NSA Product Conformance Certification (*applies after contract award*)

The Supplier warrants that the NSA Product Conformance Certification submitted by the Supplier with its bid is accurate and complete. The Supplier must keep proper records and documentation relating to the NSA product conformance and the testing requirements in this Annex, as applicable. The Supplier must not, without obtaining the prior written consent of the SAA, dispose of any such records or documentation until the expiration of the Contract or the expiry date of the Warranty, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts.

In addition, the Supplier must provide representatives of the SAA access to all locations where any part of the Work is being performed at any time during working hours. Representatives of the SAA may examine and test the Work as they see fit. The Supplier must provide all assistance and access to facilities, test pieces, samples and documentation that the representatives of the SAA may reasonably require for the carrying out of the inspection, which may also include the submission of test reporting documentation as listed in Annex A. The Supplier must forward such test pieces, samples and/or documentation that may also include letters of certification from the laboratories to such person or location as the representatives of the SAA specifies.

ANNEX D TO PART 3 OF THE BID SOLICITATION – ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M).

Appendix A: Indigenous Business Certification

1. This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business see [Annex 9.4](#), of the *Supply Manual*.
2. The Supplier:
 - a) certifies that it meets, and will continue to meet throughout the duration of the Arrangement, the requirements described in the above-mentioned annex.
 - b) agrees that any subcontractor it engages under the Arrangement must satisfy the requirements described in the above-mentioned annex.
 - c) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Supplier must check one applicable box below:
 - () The Supplier is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
 - () The Supplier 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 Supplier must, upon request by Canada, provide all information and evidence supporting this certification. The Supplier 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 Supplier must provide all reasonably required facilities for any audits.
5. By submitting an arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

S3036T (2022-05-12) Owner Certification – Set-aside for Indigenous Business

If requested by the Supply Arrangement Authority, the Supplier must provide the following certification for each owner who is Indigenous:

1. 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".
2. 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