

Travaux publics et Services gouvernementaux Canada

RETURN BIDS TO:

Solicitation No. - N° de la

RETOURNER LES SOUMISSIONS À:

See Section 2.2		
V-i- Cti 2.2		
Voir Section 2.2		

STANDARD REQUEST FOR BID INVITATION À SOUMISSIONNER - STANDARD

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and the prices set out in the bid.

This bid solicitation is issued in accordance with the conditions of the Supply Arrangement E60PQ-120001/G.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Cette demande de soumissions est émise conformément aux conditions de l'arrangement en matière d'approvisionnement E60PQ-120001/G.

Amendment No. - N° de

demande	modification
5000076897	
Solicitation closes – La demande prend fin :	File No N° de dossier
at - à 2:00 PM Eastern Standard Time on - le December 11, 2023 11 Decembre 2023	5000076897
See Section 2.3 Voir Section 2.3	

	Page/ N° de page	19		
Date of Solicitation – Date	de la demar	nde		
November 28, 2023				
Address inquiries to – Adr	esser toute d	lemande de		
renseignement à :	renseignement à :			
See Section 6, Article 6.	See Section 6, Article 6.5.1.			
Voir Section 6, Article 6.5.1				
Destination				
See Annex B				
Voir Annexe B				

No of

Instructions:

Municipal taxes are not applicable.

Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadians funds including Canadian customs duties, excise taxes, must be FOB, including all delivery charges to destination(s) as indicated. The amount for Applicable Taxes is to be shown as a separate item.

Instructions:

Les taxes municipales ne s'appliquent pas.

Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être FAB, y compris tous frais de livraison à la (aux) destination(s) indiqué(s). Le montant des taxes applicables doit apparaître séparément.

Supplier Name and Address – Nom et adresse du fournisseur
Γelephone No. − N° de téléphone
Facsimile No N° de télécopieur
Name and title of person authorized to sign on behalf of supplier (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)
Signature : Date :



TABLE OF CONTENTS

PARI 1	1 - GENERAL INFORMATION	3
1.1	SECURITY REQUIREMENTS	
1.2	REQUIREMENT	
1.3	GENERAL OR PROCUREMENT STRATEGY FOR INDIGENOUS BUSINESS (PSIB)	
1.4	DEBRIEFINGS	
1.5	ELECTRONIC PROCUREMENT SOLUTION	
PART 2	2 - BIDDER INSTRUCTIONS	
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2	SUBMISSION OF BIDS	
2.3	ENQUIRIES - BID SOLICITATION	
2.4	APPLICABLE LAWS	
2.5	BID CHALLENGE AND RECOURSE MECHANISMS	
PART 3	3 - BID PREPARATION INSTRUCTIONS	6
3.1	BID PREPARATION INSTRUCTIONS	6
PART 4	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	
4.1	EVALUATION PROCEDURES	-
4.2	BASIS OF SELECTION	
PART 5	5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1	CERTIFICATIONS REQUIRED WITH THE BID	
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	8
PART 6	6 - RESULTING CONTRACT CLAUSES	g
6.1	SECURITY REQUIREMENTS	
6.2	REQUIREMENT	
6.3	STANDARD CLAUSES AND CONDITIONS	
6.4	TERM OF CONTRACT	
6.5	AUTHORITIES	
6.6	PAYMENT	
6.7	INVOICING INSTRUCTIONS CERTIFICATIONS AND ADDITIONAL INFORMATION	
6.8 6.9	APPLICABLE LAWS	
6.10	PRIORITY OF DOCUMENTS	
6.11	ACCESS TO FACILITIES AND EQUIPMENT	
	CANADA'S FACILITIES TO ACCOMMODATE THE DELIVERY	
6.14	SACC Manual Clauses	14
ANNEX	(A	15
REQI	UIREMENT	15
ANNEX	(B	17
	S OF PAYMENT	1-

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security associated with this requirement.

Contractor will 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).
SIB Stream Procurement
This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Aboriginal business requirements of the Set-aside Program for Indigenous Business, refer to Annex 9.4 of the Supply Manual.

1.4 Debriefings

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

1.5 Electronic Procurement Solution

This bid solicitation requires bidders to use the Electronic Procurement Solution to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions and Part 3 entitled Bid Preparation Instructions of the bid solicitation, for further information.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 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 <u>Ineligibility</u> <u>and Suspension Policy</u>. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

2.2 Submission of Bids

Bids must be submitted only to Environment and Climate Change Canada (ECCC) by email, as mentioned below, by the date and time indicated on the cover page (page 1 of 19) of the bid solicitation.

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

In order to be considered, bids must be received no later than the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email address	soumissionsbids@ec.gc.ca
Solicitation number	5000071730
Attention	Alexandra Ghiatau

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be **less than 15 megabytes (MB)**. It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit. It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the

Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

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 New Brunswick.

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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
 - (a) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

Section I: Technical Bid (one electronic copy)

Section II: Financial Bid (one electronic copy)

Section III: Certifications and Additional Information (one electronic copy)

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 Exchange Rate Fluctuation

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

Section III: Certifications and Additional Information

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Evaluation Criteria

Mandatory Technical Criteria (MTC)		
Criteria #	Description	MET/ NOT MET & COMMENTS
MTC1	The Bidder must provide products conform to the requirement detailed under Annex A of this solicitation and to the Specifications of the series of SAs issued by PWGSC with the number E60PQ-120001/PQ. To demonstrate compliance with MTC 1, the Bidder must submit an information sheet with image of each chair (rotary chair and side chair) detailing the characteristics of the chairs. All media/support submitted must be readable by Canada in the .PDF or Microsoft accepted formats	

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), Basis of Selection - Mandatory Technical Criteria

300007.0077

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.

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.

The Contractor will provide the list of technicians assigned to the delivery/installation at least 72 hours prior. A valid photo ID is required for check-in at the access checkpoint.

All visitors will be escorted at all times by an ECCC employee. 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	require	ement	is	а
V:-:-		1 Oquil c	,,,,,,,,,,		

\boxtimes	General	Stream
ν	General	Sucam

☐ PSIB Stream

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

<u>2010A</u> (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 <u>Trade Facilitation and Trade Enforcement Act</u> (TFTEA) of 2015; or
 - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
- 4. Canada may terminate the Contract for default in accordance with section 2010A 23 Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the <u>Criminal Code</u> or the <u>Immigration and Refugee Protection Act</u>:
 Criminal Code
 - i. section 279.01 (Trafficking in persons);
 - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
 - iii. subsection 279.02(1) (Material benefit trafficking);
 - iv. subsection 279.02(2) (Material benefit trafficking of person under 18 years);
 - v. subsection 279.03(1) (Withholding or destroying documents trafficking);
 - vi. subsection 279.03(2) (Withholding or destroying documents trafficking of person under 18 years); or
 - Immigration and Refugee Protection Act
 - vii. section 118 (Trafficking in persons).
- 5. Canada may terminate the Contract for default in accordance with section 2010A 23 Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
- 6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
 - i. in the case of a conviction, whether the court acted within its jurisdiction;

- ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction:
- iii. whether the court's decision was obtained by fraud; or
- iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
- 7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

6.3.2 Supplemental General Conditions

6.3.2.1 Compliance with on-site measures, standing orders, and policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract award to March 31, 2024 inclusively.

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

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:

Alexandra Ghiatau Procurement Officer Environment and Climate Change Canada 105 McGill Street Montreal, QC H2Y 2E7 E-mail address: alexandra.ghiatau@ec.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: (will 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: (will 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 \$

(will 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.

Method of Payment 6.6.2

SACC Manual clause H1001C (2008-05-12) Multiple Payment

6.6.3 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30) T1204 – Direct Request by Customer Department

6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

Invoices must be distributed as follows:

a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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 New-Brunswick.

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) the supplemental general conditions 4013 (2022-06-30) Compliance with on-site measures, standing orders, and policies, and rules:
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____ (will be inserted at contract award), as clarified on _____ (will be inserted at contract award if applicable).

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 A9068C (2010-01-11), Government Site Regulations

SACC Manual clause B7500C (2006-06-16), Excess Goods

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

ANNEX A REQUIREMENT

Table A1: Rotary chair

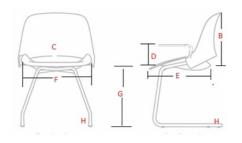


CHAIR TYPE	Quantity Required:
ROTARY CHAIR ROTARY STOOL	31

	Critoria Radilirament Choicas					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				
We	ight Capacity	Standard (up	to 275 lbs) 🔲 Large-	occupant (275+ lbs up	to 400 lbs)	1.5.7
Usa	age	Single shift	□ 24/7 <i>(</i> 3	continuous working sh	ifts, 7 days a week)	1.5.2 1.7.1.3
Α	Headrest	□ No Yes (adjustable) □ No preference				
В	Backrest Height	☐ Standard	 High	\square No preference		2.1.7
С	Lumbar Support	☐ Fixed position preference	n Magana Adjustable (by us	er) 🗆 Self-Adjusting	g mechanism	2.1.6
				Armrest Style:		
D	Armrests	Madjustable	Height Adjustment Lateral Adjustment Fully Articulating	T-arm (DD)	☐ Fixed Armrest Caps ☐ Horizontally Swivelling Adjustable Armrest Caps	2.1.10
				☐ Cantilever		
		☐ Fixed →			ntilever Loop	
		Adjustable		☐ No preference		
E	Seat Depth	☐ Fixed position	☐ Shallow ☐ N	Лedium ☐ Deeр)	2.1.2
F	Seat Width	Seat width is ba	sed on weight capacity c	hosen above		2.1.3 2.2.2
G	Soot Hoight	Rotary Chair	X Adjustable – standar	rd range □ Adju	stable - low range	2.1.4
G	Seat Height	Rotary Stool	Adjustable			2.1.4
	Till Ada ala aniana	Rotary Chair	Multifunction □ SNo preference	Synchro Tilt	on Tilt	1.5.11
Н	Tilt Mechanism	Rotary Stool		<i>No preference</i> Synchro Tilt	on Tilt ☐ Weight Sensitive	2.1.8
1	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:				2.1.11
L	Footrest (rotary stools only)	☐ integrated fixed height ☐ adjustable height			2.1.12	

	Backrest:	☐ Upholstery	☐ Non-upholstery (ie. flexible plastic) Mesh Material		
Finishes	shes Seat: Upholstery		☐ Non-upholstery (ie. flexible plastic) ☐ Mesh Material	2.1.15	
	Base Frame:	% Metal	☐ Plastic		
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	

Table A2: Side chair





CHAIR TYPE	Quantity
SIDE CHAIR	Required:
☐ ROTARY GUEST CHAIR	5

Side Chair

Rotary Guest Chair

	Criteria	Requirement Choices	Annex A reference:		
Env	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		
В	Backrest Height	Height based on type of chair chosen above			
С	Lumbar Support	☐ Yes (fixed position) No ☐ No preference	2.3.6		
D	Armrests	Yes (fixed position) Style: □ Cantilever □ T-arm □ Closed or Loop □ No			
E & F	Seat Width & Depth	Standard seat width and fixed seat depth			
G	Seat Height	Fixed (side chair OR rotary guest chair) Height Adjustable (rotary guest chair only)			
Н	Leg Support	Side Chair:	2.3.11		
	Backrest-to- seat Angle	Fixed angle	2.3.9		
ı	Seat Angle (rotary guest chair only) Fixed ☐ Adjustable with tilt mechanism				
Stacking		☐ Stacking (vertical) ☐ Nesting (horizontal) ☐ Non-stacking	2.3.12		
Finishes		Backrest:	2.3.13		

ANNEX B BASIS OF PAYMENT

1. F	Procurement Strategy
	Subcategory Procurement
\boxtimes	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	Sec	Section B - SUPPLIER'S BID		
Table	Title	Qty	Supplier Part Number	Firm Unit Price \$	Extended Total [Qty x Price] \$
A1	Side Chair	31		\$	\$
A2	A2 Rotary Chair			\$	\$
				Product Sub-total:	\$

Table 2 – Delivery

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

	Secti	on A - IU REQUIREMENT		Section B - SU	PPLIER'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	443 University Ave. Moncton, NB E1A 3E9	Chairs must be delivered and installed	During core business hours: 08:00 and 16:00 Monday to Friday with prior coordination with the project authority.	: weeks Standard Lead time is between 6-10 weeks for furniture delivery and installation.	\$
A2		at the latest on January 30th, 2024.	Delivery/installation dates must be confirmed at least five working days prior to delivery.	: weeks Standard Lead time is between 6-10 weeks for furniture delivery and installation.	\$

*Normal Business Hours 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 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.	Delivery Total:	\$

Table 3 – Installation

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

	Secti	on A - IU REQUIREMENT		Section B - SU	PPLIER'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	443 University Ave.	Chairs must be delivered and installed	During core business hours: 08:00 and 16:00 Monday to Friday with prior coordination with the project authority. Delivery/installation dates must be confirmed at least five working days prior to delivery.	: weeks from date of supply and delivery Standard Lead time is between 6-10 weeks for furniture delivery and installation.	\$
A2	Moncton, NB E1A 3E9	at the latest on January 30th, 2024.		: weeks from date of supply and delivery Standard Lead time is between 6-10 weeks for furniture delivery and installation.	\$
*Normal Business Hours 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. It is the suppliers responsibility to ensure that technicians have the necessary qualifications to install the products. In accordance with Part II of the Canada Labour Code, all technicians must wear the protective equipment necessary for their work. Technicians' equipment must be provided by the supplier. Damage caused to the building by the supplier must be repaired by the supplier, free of charge and to the satisfaction of the project manager. If damage is caused to safety equipment (e.g.card reader), the project manager will have the repairs carried out by the authorized supplier and invoice to be paid by the supplier				Installation Total:	\$

Table 4 – Optional Product	
Table 5 – Optional Delivery	
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	IU is to consult the Sup	plier'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.					
2.	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.					
2.1	Loading Dock/Location	ï				
Α	Location	443 University Ave., Moncton, NB E1A 3E9				
В	Dock	No loading dock				
С	Lift	Installation is on ground floor				
D	Door	Front door; double man doors				
Е	Freight Elevator	N/A				
F	Other (specify, if any)	Any packaging material must be brought back and recycled by the supplier. Any deficiencies will be identified by the project leader and the supplier will be notified within five business days. Deficiencies must be corrected by the supplier within a maximum of 60 days.				
3.	Continuance of Certif					
	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.					
3.1	Integrity Provisions					
3.2		ogram 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	Optional Product Total (Table 4) (Applicable if Option is exercised)	\$
5	Optional Delivery Total (Table 5) (Applicable if Option is exercised)	\$
6	Optional Installation Total (Table 6) (Applicable if Option is exercised)	\$
7	Hardware Total as per article 1.5 of Annex A-1 of SA (if Applicable)	\$
8	Total Evaluated (Bid) Price* (1 + 2 + 3 + 4 + 5 + 6 + 7) [to be removed at contract award]	\$
9	Contract Price(1+2+3+7): [applicable at contract award only]	\$
10	Applicable Tax(es): [applicable at contract award only]	\$
11	Total Estimated Cost (9+10): [applicable at contract award only]	\$

^{*} Applicable taxes extra.

Table 9 - Bidder's Authorized Representative

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