



## SOLICITATION AMENDMENT

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

**Comments**  
N/A

### RETURN BIDS TO:

By e-mail to: [TC.QUEAppeldoffres-TenderQUE.TC@tc.gc.ca](mailto:TC.QUEAppeldoffres-TenderQUE.TC@tc.gc.ca)

Attention:  
Salma Ahmed-Osman

#### Solicitation Closes

at  
2:00 PM

On  
Friday, January 12th, 2024

Time Zone:  
Eastern Daylight Time

<b>Title</b> Standard Ergonomic Chairs for the Transport Canada Office in Dorval		<b>Amendment No.</b> 001
<b>Solicitation No.</b> T3125-230049	<b>Date of Amendment</b> January 4th, 2024	
<b>Address enquiries to :</b> Salma Ahmed-Osman		
<b>Telephone No.</b> 343-551-4495	<b>E-Mail Address</b> Salma.ahmed-osman@tc.gc.ca	
<b>Destination</b> 700 place Leigh-Capreol Dorval, QC H4Y 1G7		

**Instructions:** Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

<b>Delivery required</b> March 28th, 2024	<b>Delivery offered</b> Not applicable
<b>Vendor/Firm Name and Address</b>	
<b>Person authorized to sign on behalf of Vendor/Firm (type or print):</b>	
<b>Name</b>	<b>Title</b>
<b>Signature</b>	<b>Date</b>

Solicitation No.  
T3125-230049

Amd. No.  
001

Buyer ID  
Salma Ahmed-Osman

**THIS SOLICITATION IS HEREBY AMENDED AS FOLLOWS:**

- 1.1 DELETE from Page 1, Solicitation Closes “Friday, January 5<sup>th</sup>, 2024” and REPLACE with “Friday, January 12<sup>th</sup>, 2023”

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**



## REQUEST FOR PROPOSAL

### Proposal To: Transport Canada

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 and services listed herein and on any attached sheets at the price(s) set out therefor.

### Comments

N/A

### RETURN BIDS TO:

By e-mail to: [TC.QUEAppeldoffres-TenderQUE.TC@tc.gc.ca](mailto:TC.QUEAppeldoffres-TenderQUE.TC@tc.gc.ca)

Attention:  
Salma Ahmed-Osman

### Solicitation Closes

At  
2:00 PM

On  
Friday, January 5th, 2024

Time Zone:  
Eastern Daylight Time

<b>Title</b> Standard Ergonomic Chairs for the Transport Canada Office in Dorval	
<b>Solicitation No.</b> <b>T3125-230049</b>	<b>Date of Solicitation</b> December 20th, 2023
<b>Address enquiries to:</b> Salma Ahmed-Osman <b>Telephone No. - N° de telephone</b> <b>E-Mail Address - Courriel</b> 343-551-4495 <a href="mailto:Salma.ahmed-osman@tc.gc.ca">Salma.ahmed-osman@tc.gc.ca</a>	
<b>Destination</b> 700 place Leigh-Capreol Dorval, QC, H4Y 1G7	

**Instructions:** Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

<b>Delivery required</b> March 28th, 2024	<b>Delivery offered</b> Not applicable
<b>Vendor/Firm Name and Address</b>	
<b>Person authorized to sign on behalf of Vendor/Firm (type or print):</b>	
<b>Name</b>	<b>Title</b>
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

A. The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses, and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

B. The Annexes include the Requirement, (Chair Creator Document), the Basis of Payment, the Electronic Payment Instruments, the Insurance Requirements, and any other annexes.

### **1.2 Summary**

#### **1.2.1 Description**

A. Transport Canada has a mandate to purchase standard ergonomic seating for the redevelopment project for shared spaces to encourage teamwork within the workplace. The delivery and installation will be at Transport Canada's regional office in Dorval, located at 700 place Leigh-Capreol, Dorval, QC, H4Y 1G7. The chairs must be delivered and installed no later than March 28<sup>th</sup>, 2024.

#### **1.2.2 Security Requirements**

A. There are no security requirements associated with this requirement.

#### **1.2.3 Procurement Strategy for Indigenous Business - Conditional Set Aside**

A. The procurement is conditionally set aside under the federal government Procurement Strategy for Indigenous Business if the two (2) conditions below are met. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, refer to [Annex 9.4 \(https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4\)](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4) of the Public Services and Procurement Canada (PSPC) [Supply Manual \(https://buyandsell.gc.ca/policy-and-guidelines/Supply-Manual\)](https://buyandsell.gc.ca/policy-and-guidelines/Supply-Manual).

B. The procurement is conditionally set aside from the international trade agreements under the provision each has for measures with respect to Indigenous peoples or for set-asides for small and minority businesses if the two (2) conditions below are met.

C. Further to Article 800 of the [Canadian Free Trade Agreement \(CFTA\) \(https://www.cfta-alec.ca/canadian-free-trade-agreement/\)](https://www.cfta-alec.ca/canadian-free-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 \(https://laws-lois.justice.gc.ca/eng/acts/C-34/\)](https://laws-lois.justice.gc.ca/eng/acts/C-34/).

D. 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").

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses, and Conditions**

A. 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.

B. 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.

C. The [2003](#) (2023-06-08), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):

(i) Section 01, Integrity provisions - bid, subsection 3., paragraph a., 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 \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

(ii) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:

d. send its bid only to the Transport Canada location specified on page 1 of the bid solicitation;

(iii) Section 05, Submission of bids, subsection 3, is deleted in its entirety;

(iv) Section 05, Submission of bids, subsection 4, is amended as follows:

Delete: 60 days

Insert: 90 days

(v) Section 06, Late bids, is deleted in its entirety and replaced with the following:

Transport Canada will not return any bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in section 07.

For bids submitted electronically, the late bids will be deleted. Late paper bids will be disposed of in accordance with Transport Canada document management policies.

(vi) Section 13, Communications - solicitation period, second paragraph, is deleted in its entirety;

(vii) Section 20, Further information, subsection 2, is deleted in its entirety.

### **2.2 Submission of Bids**

A. Bids must be submitted only Transport Canada by the date, time, and place indicated on page 1 of the bid solicitation.

#### **2.2.1 Transmission by E-mail**

A. Individual e-mails that may include certain scripts, formats, embedded macros, and/or links, or those that exceed 10 megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In



order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date will not be accepted.

### 2.2.2 Transmission by Connect

A. Due to the nature of the bid solicitation, bids submitted through Canada Post Corporation's (CPC) Connect service will not be accepted.

### 2.2.3 Transmission by Facsimile

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

## 2.3 Former Public Servant

A. Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### 2.3.1 Definitions

A. For the purposes of this clause:

(i) "Former public servant" is any former member of a department as defined in the [Financial Administration Act](http://laws-lois.justice.gc.ca/eng/acts/f-11/) (<http://laws-lois.justice.gc.ca/eng/acts/f-11/>), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) An individual;
  - (b) An individual who has incorporated;
  - (c) A partnership made of former public servants; or
  - (d) A sole proprietorship or entity where the affected individual has a controlling or major interest in the entity;
- (ii) "Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner; and

(iii) "Pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

### 2.3.2 Former Public Servant in Receipt of a Pension

A. As per the above definitions, is the Bidder a FPS in receipt of a pension?

( ) Yes

( ) No

- B. If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:
- (i) Name of former public servant; and
  - (ii) Date of termination of employment or retirement from the Public Service.

C. By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01 \(https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html\)](https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html) and the [Guidelines on the Proactive Disclosure of Contracts \(http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676&section=text\)](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676&section=text).

### 2.3.3 Work Force Adjustment Directive

A. Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

( ) Yes

( ) No

B. If so, the Bidder must provide the following information:

- (i) Name of former public servant;
- (ii) Conditions of the lump sum payment incentive;
- (iii) Date of termination of employment;
- (iv) Amount of lump sum payment;
- (v) Rate of pay on which lump sum payment is based;
- (vi) Period of lump sum payment including start date, end date and number of weeks; and
- (vii) Number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

### 2.4 Enquiries - Bid Solicitation

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

B. 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.

### 2.5 Applicable Laws

A. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in [insert the name of the province or territory].

B. 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.

## 2.6 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 \(https://buyandsell.gc.ca/\)](https://buyandsell.gc.ca/) website, under the heading "[Bid Challenge and Recourse Mechanisms](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms)" (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>) contains information on potential complaint bodies such as:

(i) The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations \(https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html\)](https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html) or visit the [OPO website](#); and

(ii) Canadian International Trade Tribunal (CITT).

C. Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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

### **3.1 Bid Preparation Instructions**

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

Section I: Financial Bid;

Section IV: Additional Information

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

C. It is recommended that all electronic documents be submitted using PDF file format.

### **3.2 Submission of Only One Bid**

A. 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.

B. 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:

(i) They are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);

(ii) They are "related persons" or "affiliated persons" according to the Canada Income Tax Act;

(iii) 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

(iv) 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.

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

### **3.3 Financial Bid**

A. Bidders must submit their financial bid in accordance with the Annex titled "Basis of Payment".

### **3.4 Electronic Payment of Invoices - Bid**

A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the attachment titled "Electronic Payment Instruments", to identify which ones are accepted.

B. If the attachment titled "Electronic Payment Instruments" is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

C. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### **3.4.1 Exchange Rate Fluctuation**

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

**3.5 Section III: Certifications**

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

**3.6 Section IV: Additional Information**

A. In Section IV of their bid, bidders should provide:

- (i) A completed, signed, and dated Page 1 of this solicitation or final solicitation amendment;
- (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and e-mail address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
- (iii) For the article in Part 2 titled "Applicable Laws" of the bid solicitation: the province or territory if different than specified; and
- (iv) Any other information submitted in the bid not already detailed.

**ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE**

**1. General**

- A. Bidders are requested to complete the following Pricing Schedule and include it in the bid.
- B. All prices and costs must be submitted in Canadian Dollars, Canadian customs duties and excise taxes included.

**2. Period of the Contract**

Date of Contract to March 28th, 2024.

**3. Firm Unit Price**

**3.1.1 Standard Ergonomic Chairs**

- A. The firm unit price includes associated specifications, delivery and related deliverables in accordance with Appendix A, -Chair Maker Document, Duty Paid Returns, Specified Delivery Point, Incoterms 2010, excluding applicable taxes.

Item	Goods/Services	Quantity Required	Firm Unit Price
1	Standard ergonomic chairs, delivery and installation costs included	Minimum of 30 and maximum of 40	\$

**3.2 Delivery point**

- A. Goods must be delivered before March 28, 2024, to the following address: 700 place Leigh-Capreol, Dorval, QC, H4Y 1G7

**ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS**

A. The Bidder accepts to be paid by 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); and
- ( ) Large Value Transfer System (LVTS) (Over \$25M).

## **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.

#### **4.1.1 Financial Evaluation**

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

##### **4.1.2.1 Mandatory Financial Criteria**

A. The unit price must include all costs including installation and deliverables in accordance with Appendix A, Chair Maker, specified delivery point, rendered duty paid, Incoterms 2010 installation costs, delivery and excluding taxes.

### **4.2 Basis of Selection**

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



## **PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

### **5.1 General**

- A. Bidders must provide the required certifications and additional information to be awarded a contract.
- B. 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.
- C. 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.

### **5.2 Certifications Required with the Bid**

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

#### **5.2.1 Integrity Provisions - Declaration of Convicted Offences**

- A. In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.3 Certifications Precedent to Contract Award and Additional Information**

- A. 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 specified will render the bid non-responsive.

## ATTACHMENT 1 TO PART 5 - CONDITIONAL SET-ASIDE, CERTIFICATION FOR INDIGENOUS BUSINESS

### 1. Set-aside for Indigenous Business

A. This procurement is conditionally 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 \(https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4\)](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4) of the Public Services and Procurement Canada (PSPC) [Supply Manual \(https://buyandsell.gc.ca/policy-and-guidelines/Supply-Manual\)](https://buyandsell.gc.ca/policy-and-guidelines/Supply-Manual).

B. The Bidder:

(a) certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;

(b) agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and

(c) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

C. The Bidder must check the applicable box below:

(a) The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

(b) 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.

D. The Bidder must check the applicable box below:

(a) The Indigenous business has fewer than six (6) full-time employees.

OR

(b) The Indigenous business has six (6) or more full-time employees.

E. 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.

F. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

### 2. Owner/Employee Certification - Set-aside for Indigenous Business

A. The Bidder must provide the following certification for each owner and employee who is Indigenous:

(a) I am \_\_\_\_\_ (insert "an owner" and/or "a full-time employee") 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".

(b) I certify that the above statement is true and consent to its verification upon request by Canada.

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Printed name of owner and/or employee

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Signature of owner and/or employee

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## **PART 6 - SECURITY, FINANCIAL, AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

- A. There is no security requirement associated with this bid solicitation.

## **PART 7 - RESULTING CONTRACT CLAUSES**

### **ARTICLES OF AGREEMENT**

#### **7.1 Requirement**

A. The Contractor must provide the items detailed under the Annex titled "Chair Creator Document".

#### **7.2 Standard Clauses and Conditions**

A. 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.

##### **7.2.1 General Conditions**

A. [2030 \(2022-12-01\)](#), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

##### **7.2.2 Supplemental General Conditions**

A. The following Supplemental General Conditions apply to and form part of the Contract:

(i) [4010 \(2022-12-01\)](#), Services - Higher Complexity

#### **7.3 Security Requirements**

A. There is no security requirement applicable to the Contract.

#### **7.4 Term of Contract**

##### **7.4.1 Period of the Contract**

A. The period of the Contract is from date of Contract to March 28<sup>th</sup>, 2024, inclusive.

##### **7.4.2 Delivery Date**

A. All the deliverables must be received on or before March 28<sup>th</sup>, 2024.

##### **7.4.3 Delivery Points**

A. Delivery of the requirement will be made to delivery point(s) specified in the Annex titled "Basis of Payment".

#### **7.5 Authorities**

##### **7.5.1 Contracting Authority**

A. The Contracting Authority for the Contract is:

Name: Salma Ahmed-Osman  
Title: Contracting Service and Materiel Management Officer  
Position: Transport Canada  
Address: 700 place Leigh-Capreol, Dorval, Quebec, H4Y 1G7  
Telephone: 343-551-4495  
E-mail: [salma.ahmed-osman@tc.gc.ca](mailto:salma.ahmed-osman@tc.gc.ca)

B. 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.

### 7.5.2 Project Authority

A. The Project Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Position: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

B. The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract 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.

### 7.5.3 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

A. By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html) (<http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html) (<https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html>) of the Treasury Board Secretariat of Canada.

### 7.7 Payment

#### 7.7.1 Basis of Payment

##### 7.7.1.1 Firm Unit Price

A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price, as specified in the Annex titled "Basis of Payment" for a cost of

[\$[amount to be detailed in the resulting contract]]. Customs duties are included and Applicable Taxes are extra.

- B. 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.

## **7.7.2 Method of Payment**

### **7.7.2.1 Single Payment**

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

- (i) 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;
- (ii) all such documents have been verified by Canada; and
- (iii) the Work delivered has been accepted by Canada.

### **7.7.3 Electronic Payment of Invoices – Contract**

A. The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI);
- (v) Wire Transfer (International Only); and
- (vi) Large Value Transfer System (LVTS) (Over \$25M).

## **7.8 Invoicing Instructions**

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

B. Each invoice must be supported by:

- (i) A description of the Work delivered; and
- (ii) A breakdown of the cost elements.

C. Invoices must be distributed as follows:

- (i) By submitting a .pdf copy, the Contractor certifies that the .pdf copy of each invoice will be considered as the original invoice. In addition, the Contractor must indicate the contract number and name of the Project Authority in its covering e-mail.
- (ii) For invoices not claiming any Travel and Living costs, the Contractor may provide, in lieu of a hard copy, a .pdf copy of the original invoice along with any required supporting documentation to following e-mail address: [Invoice e-mail destination address to be specified in the resulting contract]

## **7.9 Certifications and Additional Information**

### **7.9.1 Compliance**

A. 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.

### **7.10 Applicable Laws**

A. The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in [insert the name of the province or territory].

### **7.11 Priority of Documents**

A. If there is a discrepancy between the wordings of any of the 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.

- (i) The Articles of Agreement;
- (ii) The supplemental general conditions [4010](#) (2022-12-01), Services - Higher Complexity;
- (iii) The General Conditions [2030](#) (2022-12-01), General Conditions - Higher Complexity - Goods
- (xi) Annex A, Chair Creator Document
- (iv) Annex B, Basis of Payment;
- (v) the Contractor's bid dated [date to be specified in the resulting contract], as clarified on [date to be specified in the resulting contract, if required], and as amended on [date to be specified in the resulting contract, if required], excluding the Contractors Terms and Conditions; the Contract contains the Terms and Conditions between the parties.

### **7.12 Insurance - No Specific Requirement**

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

### **7.13 Inspection and Acceptance**

A. The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### **7.14 Government Site Regulations**

A. The Contractor must comply with all regulations, instructions, and directives in force on the site where the Work is performed.

### **7.15 Dispute Resolution**

A. The Parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.



B. The Parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other Party or Parties and attempt to resolve problems or differences that may arise.

C. If the Parties cannot resolve a dispute through consultation and cooperation, the Parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

D. Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution)" (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>).

#### **7.15.1 Dispute Resolution - Office of the Procurement Ombudsman**

A. The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other Party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html) (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html>) or visit the [OPO website](#).

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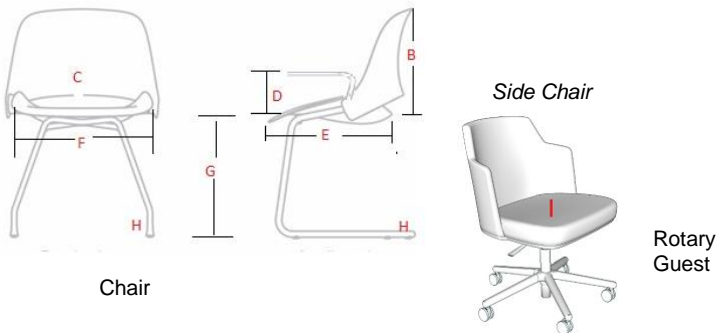
**ANNEX A – CHAIR CREATOR DOCUMENT**



<b>CHAIR TYPE:</b>	<b>Quantity Required:</b>
<input checked="" type="checkbox"/> ROTARY CHAIR <input type="checkbox"/> ROTARY STOOL	<b>Minimum of 30, maximum of 40</b>
<b>Instructions to Users:</b> <ul style="list-style-type: none"> <li>Choose the attributes ( <input type="checkbox"/> → <input checked="" type="checkbox"/> ) that must be included for your requirement.</li> <li>Note: if more than 1 " <input checked="" type="checkbox"/> " is chosen then all attributes will be considered acceptable for the requirement.</li> <li>Use 1 builder per type of chair.</li> </ul>	

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	<input checked="" type="checkbox"/> Standard (up to 275 lbs) <input type="checkbox"/> Large-occupant (275+ lbs up to 400 lbs)	1.5.7
Usage	<input checked="" type="checkbox"/> Single shift <input type="checkbox"/> 24/7 (3 continuous working shifts, 7 days a week)	1.5.2 1.7.1.3
<b>A</b> Headrest	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (adjustable) <input type="checkbox"/> No preference	2.1.13
<b>B</b> Backrest Height	<input type="checkbox"/> Standard <input type="checkbox"/> High <input checked="" type="checkbox"/> No preference	2.1.7
<b>C</b> Lumbar Support	<input type="checkbox"/> Fixed position <input checked="" type="checkbox"/> Adjustable (by user) <input type="checkbox"/> Self-Adjusting mechanism <input type="checkbox"/> No preference	2.1.6
<b>D</b> Armrests	<input checked="" type="checkbox"/> Adjustable <input checked="" type="checkbox"/> Height Adjustment <input checked="" type="checkbox"/> Lateral Adjustment <input type="checkbox"/> Fully Articulating	2.1.10
	Armrest Style: <input checked="" type="checkbox"/> T-arm (DD) → <input type="checkbox"/> Fixed Armrest Caps <input checked="" type="checkbox"/> Horizontally Swivelling Adjustable Armrest Caps <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	
<b>E</b> Seat Depth	<input checked="" type="checkbox"/> Adjustable	2.1.2
	<input type="checkbox"/> Fixed position <input type="checkbox"/> Shallow <input type="checkbox"/> Medium <input type="checkbox"/> Deep	
<b>F</b> Seat Width	Seat width is based on weight capacity chosen above	2.1.3 2.2.2
<b>G</b> Seat Height	Rotary Chair <input checked="" type="checkbox"/> Adjustable – standard range <input type="checkbox"/> Adjustable - low range	2.1.4
	Rotary Stool    Adjustable	
<b>H</b> Tilt Mechanism	Rotary Chair <input type="checkbox"/> Multifunction preference <input type="checkbox"/> Synchro Tilt <input type="checkbox"/> Unison Tilt <input type="checkbox"/> Weight Sensitive <input checked="" type="checkbox"/> No	1.5.11 2.1.8
	Rotary Stool <input type="checkbox"/> Fixed Back <input type="checkbox"/> No preference <input type="checkbox"/> Multifunction <input type="checkbox"/> Synchro Tilt <input type="checkbox"/> Unison Tilt <input type="checkbox"/> Weight Sensitive	
<b>I</b> Seat Angle and Backrest-to-seat Angle	Adjustable and lockable (not applicable to weight sensitive tilt mechanisms)	2.1.5 2.1.9
<b>J</b> Casters	for use on: <input checked="" type="checkbox"/> carpet <input type="checkbox"/> hard surfaces	2.1.11
<b>L</b> Footrest (rotary stools only)	<input type="checkbox"/> integrated fixed height <input type="checkbox"/> adjustable height	2.1.12
Finishes	Backrest: <input type="checkbox"/> Upholstery <input type="checkbox"/> Non-upholstery (ie. flexible plastic) <input checked="" type="checkbox"/> Mesh Material	2.1.15
	Seat: <input checked="" type="checkbox"/> Upholstery <input type="checkbox"/> Non-upholstery (ie. flexible plastic) <input type="checkbox"/> Mesh Material	
	Base Frame: <input type="checkbox"/> Metal <input checked="" 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 (if applicable)	<ul style="list-style-type: none"> <li>➤ Additional Criteria must be generic, <b>not</b> Supplier specific and cannot contradict the RFSA Technical Specifications @ Annex A.</li> <li>➤ 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.</li> </ul>	



<b>CHAIR TYPE</b>	<b>Quantity Required:</b>
<input type="checkbox"/> SIDE CHAIR <input type="checkbox"/> ROTARY GUEST CHAIR	_____
<b>Instructions to Users:</b> <ul style="list-style-type: none"> <li>• Choose the attributes ( <input type="checkbox"/> → <input checked="" type="checkbox"/> ) that must be included for your requirement.</li> <li>• Note: if more than 1 " <input checked="" type="checkbox"/> " is chosen then all attributes will be considered acceptable for the requirement.</li> <li>• Use 1 builder per type of chair.</li> </ul>	

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
B	Backrest Height Height based on type of chair chosen above	2.3.7 2.3.8
C	Lumbar Support <input type="checkbox"/> Yes (fixed position) <input type="checkbox"/> No <input type="checkbox"/> No preference	2.3.6
D	Armrests <input type="checkbox"/> Yes (fixed position) →   Style: <input type="checkbox"/> Cantilever <input type="checkbox"/> T-arm <input type="checkbox"/> Closed or Loop <input type="checkbox"/> No	2.3.10
E & F	Seat Width & Depth Standard seat width and fixed seat depth	2.3.2
G	Seat Height <input type="checkbox"/> Fixed (side chair OR rotary guest chair) <input type="checkbox"/> Height Adjustable (rotary guest chair only)	2.3.3
H	Side Chair: <input type="checkbox"/> 4 Post Legs <input type="checkbox"/> Cantilever <input type="checkbox"/> Sled   → <input type="checkbox"/> Glides <input type="checkbox"/> Casters Rotary Guest Chair: <input type="checkbox"/> 4 star base <input type="checkbox"/> 5 star base   → <input type="checkbox"/> Glides <input type="checkbox"/> Casters	2.3.11
I	Backrest-to-seat Angle Fixed angle	2.3.9
	Seat Angle (rotary guest chair only) <input type="checkbox"/> Fixed <input type="checkbox"/> Adjustable with tilt mechanism	2.3.4
Stacking (side chair only)	<input type="checkbox"/> Stacking (vertical) <input type="checkbox"/> Nesting (horizontal) <input type="checkbox"/> Non-stacking <input type="checkbox"/> No preference	2.3.12
Finishes	Backrest: <input type="checkbox"/> Upholstery <input type="checkbox"/> Wood <input type="checkbox"/> Plastic <input type="checkbox"/> Mesh <input type="checkbox"/> Other: (specify) Seat: <input type="checkbox"/> Upholstery <input type="checkbox"/> Wood <input type="checkbox"/> Plastic <input type="checkbox"/> Mesh <input type="checkbox"/> Other: (specify) Base Frame: <input type="checkbox"/> Plastic <input type="checkbox"/> Wood <input type="checkbox"/> Metal ( ie. wired)	2.3.13
Additional Criteria (if applicable)	<ul style="list-style-type: none"> <li>➤ Additional Criteria must be generic, <b>not</b> Supplier specific and cannot contradict the RFSA Technical Specifications @ Annex A.</li> </ul>	

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- *Specify here if a storage trolley must also be provided with product.*
- *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. General**

- A. All prices are in Canadian Dollars, Canadian customs duties and excise taxes included.
- B. Travel and living expenses will not be reimbursed and are included in the costs below.

**2. Period of the Contract**

Date of Contract to March 28, 2024.

**3. Firm Unit Price**

**3.1 Standard Ergonomic Chairs, delivery and installation**

- A. The Firm Unit Price includes associated specifications and deliverables as per Annex A, Chair Creator Document, Delivered Duty Paid (DDP) specified Delivery Point, Incoterms 2010:  
Firm unit prices include specifications, delivery and related deliverables in accordance with Appendix A, -Chair Maker Document, Duty Paid Returns, Specified Delivery Point, Incoterms 2010, excluding applicable taxes.

Article	Item/Delivery Point	Quantity Required	Firm Unit Price
1	Standard ergonomic chairs.	To be determined	[\$Cost to be detailed in the resulting contract]

- B. Ergonomic chairs must be delivered no later than March 28, 2024 to:

- (i) 700 place Leigh-Capréol  
Dorval, Québec  
H4Y 1G7