



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

Department of Justice Canada
Finance and Planning Branch
Attention: Vinson Lew
Vinson.Lew@justice.gc.ca

Ministère de la Justice Canada
Direction générale des finances et de la planification
Attention : Vinson Lew
Vinson.Lew@justice.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Comments - Commentaires

Proposal To: Department of Justice 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, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Proposition au : Ministère de la Justice Canada

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

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

1. le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
2. cette soumission est valide pour la période exigée dans la demande de soumissions ;
3. tous les renseignements figurant dans la soumission sont complets, véridiques et exacts; et
4. si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions.

Title – Sujet	
Rotary Chairs – Department of Justice Canada	
Solicitation No. – N° de l'invitation	Date
1000033838C	June 17, 2024
Client Reference No. – N° référence du client	
1000033838C	
GETS Reference No. – N° de référence de SEAG	
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire
at – à 02 :00 PM – 14h00	Eastern Daylight Time (EDT) Heure Avance de l'Est (HAE)
on – le June 27, 2024	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>
Address inquiries to – Adresser toute demande de renseignements à :	
Vinson Lew	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. / e-mail N° de télécopieur / courriel
	Vinson.Lew@justice.gc.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction	
Ottawa, Ontario	

Instructions: See Herein
Instructions : Voir aux présentes

Delivery required -Livraison exigée	Delivery offered -Livraison proposée
See Herein – Voir aux présentes	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation) Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
e-mail - courriel	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security associated with this requirement.

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

1.2 Requirement

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

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

1.3 General or Procurement Strategy for Indigenous Business (PSIB)

This requirement is a:

General Stream Procurement

The requirement is subject to all applicable trade agreements as identified in the Notice of Proposed Procurement (NPP).

PSIB Stream Procurement

This 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 Supplier Diversity

Department of Justice Canada (JUS) is committed to increasing its supplier diversity by promoting government procurement opportunities to underrepresented groups, including Black-owned businesses, women-led businesses, Indigenous suppliers, businesses owned by persons with disabilities, and businesses owned by 2SLGBTQI+ individuals. JUS strongly encourages suppliers from underrepresented groups to engage with [Procurement Assistance Canada \(PAC\)](#) and take advantage of its various procurement support programs, such as the [Coaching Service for underrepresented group suppliers](#).



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

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

2.2 Submission of Bids

Bids must be submitted only to the Department of Justice Canada Contracting Authority specified below by the date and time indicated on page 1 of the bid solicitation:

Vinson.Lew@justice.gc.ca

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Bids must be submitted only by e-mail. Canada requests that Bidders provide their bid in separate attachments per sections as follows:

Section I: Financial Bid

Section II: Certifications and Additional Information

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

The bid's sections must be attached to the bid submission e-mail(s) in *.pdf format, be readable by Canada and these e-mail attachments should be clearly named to identify the section they pertain to.

The Department of Justice Canada e-mail system has a limit of 25 MB per single message.

If the Bidder must send multiple e-mails in order to not exceed the single e-mail message size restriction, each e-mail message should have a subject indicating the bid is comprised of multiple e-mail messages (for example, "bid part 1 of 3", "bid part 2 of 3", etc.).

If one or more of the section attachments must be subdivided in order to not exceed the single e-mail message size restriction, each attachment subdivision should be clearly named (for example, "Section I, Financial Bid, part 1 of 2.pdf", "Section I, Financial Bid, part 2 of 2.pdf").

Section I: 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

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.

Section II: 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 Financial Evaluation

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

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

4.2 Basis of Selection

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

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



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Additional Information

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

5.1.2 Product Conformance

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

5.1.3 Continuance of Certifications

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Federal Contractors Program for Employment Equity - Bid Certification

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

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



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

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

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

6.2 Requirement

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

This contract is issued against the Supplier's Furniture for Office Seating Supply Arrangement (SA) that forms part of the series of SAs issued by PWGSC with the number E60PQ-120001/PQ. The terms and conditions in the Supplier's SA apply to and form part of this contract.

6.2.2 This requirement is a
 General Stream
 PSIB Stream

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010A (2022-12-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Section 09 - Warranty, is amended as follows:

At Sub-section 1.

Deleted: "The warranty period will be 12 months."

Inserted: "The warranty period will be 10 years with the exception of user adjustable components, which will have a warranty of 5 years."

At Sub-section 2.

Deleted: In its entirety

Inserted: as follows:

2. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs."

All other provisions of the warranty section remain in effect.

Section 16 - Interest on Overdue Accounts

This provision will not apply to payments made by credit card at point of sale. This provision does not apply to Suppliers whose SAs do not include the provision for payment by credit card.



Section 32 entitled Anti-forced labour requirements is added to general conditions 2010A:

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the *Customs Tariff – Schedule* (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the *Customs Tariff – Schedule* as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
 - a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US *Trade Facilitation and Trade Enforcement Act* (TFTEA) of 2015; or
 - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the *Criminal Code* or the *Immigration and Refugee Protection Act*:
 - Criminal Code*
 - i. section 279.01 (Trafficking in persons);
 - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
 - iii. subsection 279.02(1) (Material benefit - trafficking);
 - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
 - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
 - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or
 - Immigration and Refugee Protection Act*
 - vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
 - i. in the case of a conviction, whether the court acted within its jurisdiction;
 - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
 - iii. whether the court's decision was obtained by fraud; or
 - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to the completion and acceptance of the Work.

6.4.2 Delivery Date

All the deliverables must be received as indicated at Annex B.

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

6.4.3 Shipping Instructions

Goods must be delivered DDP (Destination as specified in contract) Incoterms® rules, Applicable Taxes extra.

In addition to the above, the Contractor is to unload and move the goods to the delivery location(s) specified in the contract.



6.4.4 Delivery and Installation Points Location(s)

Delivery and Installation of the requirement will be made at the point(s) specified at Annex B of the Contract.

The Project Authority (PA) will provide the Supplier the authority to proceed prior to the finalized delivery and installation date taking into consideration the delivery and installation time provided by the Supplier. Canada will not be responsible if the Supplier chooses to proceed without the PA authorization.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Vinson Lew

Acting Contracts Management Officer

Department: Justice Canada

Address: 410 22nd Street, East, Suite 410, Saskatoon, SK, S7K 5T6

E-mail address: Vinson.Lew@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is: *(to be completed at contract award)*

Name:

Title:

Department: Justice Canada

Address:

Telephone:

E-mail address:

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

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

6.5.3 Contractor's Representative

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

Name: _____

Title: _____

Telephone: _____

E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

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

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



6.6.2 Method of Payment – Single Payment

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

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

6.6.3 Payment by Direct Deposit

Payments by direct deposit will be subject to section 15, *Payment Period* and section 16, *Interest on Overdue Accounts*, set out in 2010A General Conditions – Goods (Medium Complexity) (2022-12-01) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the *Direct Deposit Enrolment Form* (separate forms are available for Canadian and United States vendors). The form can be obtained from the Department of Justice Canada internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their *Direct Deposit Enrolment Form* is up to date. Should the Contractor's information within the *Direct Deposit Enrolment Form* not be accurate or up to date, the provisions identified herein under section 15, *Payment Period* and section 16, *Interest on Overdue Accounts*, set out in 2010A General Conditions – Goods (Medium Complexity) (2022-12-01) forming part of this Contract will not apply, until the Contractor corrects the matter.

6.6.4 SACC Manual Clauses

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

6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices must be distributed as follows:

- a. The original must be forwarded to the following address for certification and payment : *(to be completed at contract award)*

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 *[to be completed at contract award]*.

6.10 Priority of Documents

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

- (a) the Articles of Agreement of the SA E60PQ-120001;
- (b) the Articles of this Agreement;
- (c) the general conditions 2010A (2022-12-01) – General Conditions: Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____ *(to be completed at contract award)*.

6.11 Access to Facilities and Equipment

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.



6.12 Canada's Facilities to Accommodate the Delivery

The Supplier's employees and subcontractors requiring access to the site must adhere to the health and safety plans established for the site, in addition to any laws in effect in the jurisdiction where the work is being performed.

During the period of the contract, a representative of Canada or a service provider(s) under contract with the Government of Canada may request the list of employees and subcontractors requiring access to the site to perform the work and their security statuses. Information must be provided in the timeframe prescribed in order to ensure that the supply, delivery and installation of the furniture aligns with the master schedule

6.13 Standard finishes

The Identified User (IU) will consult the Supplier's Website identified in Part 6A of the SA to view the available finishes.

Within ten business days of the contract award, the Project Authority will provide the Contractor with a written notice of Canada's finish choices for each of the product(s) in Annex A.

The Contractor will deliver the products corresponding to Canada's choice of specific finishes(s). No additional charge will be applied to Canada.

6.14 SACC Manual Clauses

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

SACC Manual clause [A9068C](#) (2010-01-11), Government Site Regulations

SACC Manual clause [B6802C](#) (2007-11-30), Government Property

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



ANNEX A, REQUIREMENT

Table A1: Rotary Chairs

OFFICE FURNITURE SA PROGRAMS

CHAIR BUILDER for E60PQ-120001/H version 2



CHAIR TYPE:	Quantity Required:
<input checked="" type="checkbox"/> ROTARY CHAIR <input type="checkbox"/> ROTARY STOOL	<u>38</u>
Instructions to Users:	
<ul style="list-style-type: none"> Choose the attributes (<input type="checkbox"/> → <input checked="" type="checkbox"/>) that must be included for your requirement. Note: if more than 1 " <input checked="" type="checkbox"/> " is chosen then all attributes will be considered acceptable for the requirement. Use 1 builder per type of chair. 	

Criteria	Requirement Choices	Annex A reference:	
<i>Environmental</i>	All products meet a minimum of ANSI/BIFMA e3 minimum Level® 2. All plastic components are recyclable at the end of their life	1.2.8	
<i>Weight Capacity</i>	<input checked="" type="checkbox"/> Standard (up to 275 lbs) <input type="checkbox"/> Large-occupant (275+ lbs up to 400 lbs)	1.5.7	
<i>Usage</i>	<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	
A <i>Headrest</i>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes include as back rest (continuity) <input type="checkbox"/> No preference	2.1.13	
B <i>Backrest Height</i>	<input type="checkbox"/> Standard <input checked="" type="checkbox"/> High <input type="checkbox"/> No preference	2.1.7	
C <i>Lumbar Support</i>	<input checked="" type="checkbox"/> Fixed position <input type="checkbox"/> Adjustable (by user) <input type="checkbox"/> Self-Adjusting mechanism <input type="checkbox"/> No preference	2.1.6	
D <i>Armrests</i>	<input type="checkbox"/> Adjustable <input type="checkbox"/> Height Adjustment <input type="checkbox"/> Lateral Adjustment <input type="checkbox"/> Fully Articulating <input checked="" type="checkbox"/> Fixed →	Armrest Style: <input type="checkbox"/> T-arm (DD) → <input type="checkbox"/> Fixed Armrest Caps <input type="checkbox"/> Horizontally Swivelling Adjustable Armrest Caps <input type="checkbox"/> Cantilever <input type="checkbox"/> T-arm <input type="checkbox"/> Cantilever <input type="checkbox"/> Loop <input checked="" type="checkbox"/> No preference	2.1.10
E <i>Seat Depth</i>	<input checked="" type="checkbox"/> Adjustable <input type="checkbox"/> Fixed position <input type="checkbox"/> Shallow <input type="checkbox"/> Medium <input type="checkbox"/> Deep	2.1.2	
F <i>Seat Width</i>	Seat width is based on weight capacity chosen above	2.1.3 2.2.2	
G <i>Seat Height</i>	<i>Rotary Chair</i> <input checked="" type="checkbox"/> Adjustable – standard range <input type="checkbox"/> Adjustable - low range	2.1.4	
	<i>Rotary Stool</i> Adjustable		
H <i>Tilt Mechanism</i>	<i>Rotary Chair</i> <input type="checkbox"/> Multifunction <input type="checkbox"/> Synchro Tilt <input type="checkbox"/> Unison Tilt <input type="checkbox"/> Weight Sensitive <input checked="" type="checkbox"/> No preference	1.5.11 2.1.8	
	<i>Rotary Stool</i> <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		
I <i>Seat Angle and Backrest-to-seat Angle</i>	Adjustable and lockable (not applicable to weight sensitive tilt mechanisms)	2.1.5 2.1.9	
J <i>Casters</i>	for use on: <input checked="" type="checkbox"/> carpet <input type="checkbox"/> hard surfaces	2.1.11	
L <i>Footrest (rotary stools only)</i>	<input type="checkbox"/> integrated fixed height <input type="checkbox"/> adjustable height	2.1.12	
<i>Finishes</i>	Backrest: <input type="checkbox"/> Upholstery <input checked="" type="checkbox"/> Non-upholstery Leather <input type="checkbox"/> Mesh Material	2.1.15	
	Seat: <input type="checkbox"/> Upholstery <input checked="" type="checkbox"/> Non-upholstery Leather <input type="checkbox"/> Mesh Material		
	Base Frame: <input checked="" type="checkbox"/> Metal <input type="checkbox"/> Plastic		
<i>Labeling and instructions</i>	All chairs must be provided with labelling and instructions	1.3.2	
<i>Ergonomic Assessments and Accessibility</i>	If applicable, please specify further details (that are within the scope of the specifications) into the Additional Criteria below	1.6.3	
<i>Additional Criteria (if applicable)</i>	Meeting chairs for large boardroom. Armrest and base finish available in stainless steel Full back and headrest as a continuity of the back rest Back rest profile : curve		



ANNEX B, BASIS OF PAYMENT

1. Procurement Strategy

Subcategory Procurement

All-inclusive Procurement

2. Product and Pricing

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

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

ALL-INCLUSIVE PROCUREMENT

Table 1: Summary of Chairs for All-inclusive procurement

Section A - IU REQUIREMENT			Section B – SUPPLIER’S BID		
Item #	Title	Qty	Supplier Part Number	Firm Unit Price \$	Extended Total [Qty x Price] \$
A1	Rotary Chairs NCR	38		\$	\$
Product Sub-total:					\$

Table 2 – Delivery

(Standard Lead time is between 8-10 weeks for furniture delivery and installation)

Section A - IU REQUIREMENT				Section B – SUPPLIER’S BID	
Product Item # from Table 1	Location	Desired Date** (YYYY-MM-DD)	Desired Time: Normal Business Hours Or Outside Normal Business Hours *	Supplier will supply and deliver as per below**	Firm Lot Price \$
A1	284 Wellington Street 4 th Floor Ottawa, ON K1A 0H8	2024-09-01	Outside Normal Business Hours	_____ : weeks <i>Standard Lead time is between 8-10 weeks for furniture delivery and installation.</i>	\$
*Normal Business Hours 8:00 – 17:00, as per SA, Annex A, article 5				Delivery Total:	\$
**The Project Authority (PA) will provide the supplier the authority to proceed prior to the finalized delivery date taking into consideration the delivery time provided by the supplier. Canada will not be responsible if the supplier chooses to proceed without the PA authorization.					



Table 3 – Installation

(Standard Lead time is between 8-10 weeks for furniture delivery and installation)

Section A - IU REQUIREMENT				Section B – SUPPLIER'S BID	
Product Item # from Table 1	Location	Desired Date** (YYYY-MM-DD)	Desired Time: Normal Business Hours Or Outside Normal Business Hours *	Supplier will install as per below**	Firm Lot Price \$
A1	284 Wellington Street 4 th Floor Ottawa, ON K1A 0H8	2024-09-01	Outside Normal Business Hours	_____ : weeks from date of supply and delivery <i>Standard Lead time is between 8-10 weeks for furniture delivery and installation.</i>	\$
*Normal Business Hours 8:00 – 17:00, as per SA, Annex A, article 5				Installation Total:	\$
**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.					
See Appendix A for further instructions: Installation Services- Post Installation Procedures- Deficiency Procedures					

Table 4 – Optional Product Not Applicable

Table 5 – Optional Delivery Not Applicable

Table 6 – Optional Installation Not Applicable

Table 7 – Standard Finishes and Canada’s Facilities to Accommodate the Delivery and Certifications

1.	Standard Finishes	
1.1	<p>IU is to consult the Supplier’s Website identified in Part 6A of the SA to view the available finishes.</p> <p>Within ten business days of the contract award, the Project Authority will provide the Contractor with a written notice of Canada’s finish choices for each of the product(s) in Annex A.</p> <p>The Contractor will deliver the products corresponding to Canada’s choice of specific finishes(s). No additional charge will be applied to Canada.</p>	
2.	Canada’s Facilities to Accommodate the Delivery	
	<p><i>The Supplier’s employees and subcontractors requiring access to the site must adhere to the health and safety plans established for the site, in addition to any laws in effect in the jurisdiction where the work is being performed.</i></p> <p><i>During the period of the contract, a representative of Canada or a service provider(s) under contract with the Government of Canada may request the list of employees and subcontractors requiring access to the site to perform the work and their security statuses. Information must be provided in the timeframe prescribed in order to ensure that the supply, delivery and installation of the furniture aligns with the master schedule.</i></p>	
2.1	Loading Dock/Location	
A	Location	284 Wellington Street Ottawa K1A 0H8
B	Dock	Maximum Height is 12 feet 4 inches for trucks
C	Lift	Yes
D	Door	Maximum Height is 12 feet 4 inches for trucks
E	Freight Elevator	Available
F	Other (specify, if any)	
3.	Continuance of Certifications	
	<p>The Bidder certifies that by submitting a bid in response to the RFB, the Bidder, and any of the Bidder’s members if the Bidder is a Joint Venture, continues to comply with all of the following certifications listed in Parts 6A and 6B of the Bidder’s SA for Work Spaces.</p> <p>Canada may request copies of environmental certification(s) prior to contract award within a time period specified by the Identified User.</p>	
3.1	Integrity Provisions	
3.2	Federal Contractor’s Program for Employment Equity	
3.4	Product Conformance	
3.5	Price Certification (In accordance with the SA, Part 6B)	



Table 8 - Bid Evaluation and Contract Total
(Canada may complete if not completed by the Bidder)

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

* Applicable taxes extra.

Table 9 – Bidder’s Authorized Representative

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



APPENDIX A to ANNEX B, INSTALLATIONS PROCEDURES

Installation Services

Installation services must be provided for the products contracted. The minimum level of service required is detailed below.

The Contractor must:

1. Receive, unload, store and transport all products/pieces to the staging and/or installation site;
2. Unpack all pieces and inspect products for shipping damage;
3. Install all products in accordance with the manufacturer's specifications;
4. Ensure all other products function properly and make minor adjustment/repairs;
5. Touch up all minor nicks and scratches on the product that may have occurred during installation;
6. Clean the products once installed;
7. Clean up the installation site. The site must present a neat, orderly and workmanlike appearance at all times. This must be accomplished by the removal of scrap material, debris and the like from the site, as frequently as is necessary, using a dumpster arranged for by the Contractor; and
8. Upon completion of the installation and at the convenience of the Project Authority, the Contractor (or his authorized representative) must walk through the installation site with the Project Authority (or an authorized representative of the Project Authority) to verify the operation condition of all products in accordance with the Deficiency Procedures.

Post Installation Procedures

The Contractor must adhere to the following post installation procedures:

1. The Contractor must notify the Project Authority when the installation is completed;
2. The Project Authority must arrange for the inspection with the Contractor;
3. The inspection must take place no later than three (3) business days after installation is completed; and
4. If the contract is for a phased installation, the walk-through inspection must take place no later than three (3) business days after the completion of each phase.

Deficiency Procedures

The Contractor must adhere to the following deficiency procedures:

1. The Project Authority, in consultation with the Contractor, must prepare the deficiency list documenting all problems in every installation area;
2. The deficiency list must be forwarded by the Project Authority to the Contractor;
3. Within three (3) business days of receipt of this deficiency list, the Contractor must complete all minor deficiencies and make all adjustments not requiring new parts;
4. For all deficiencies, the Contractor must submit the plan of action with delivery dates or comparison dates within fourteen (14) calendar days from receipt of the deficiency list from the Project Authority and;
5. The Contractor must notify the Project Authority when all deficiencies have been completed. If the Project Authority is satisfied with the deficiency corrections, the Project Authority must provide the Contractor a final sign-off that the deficiencies have been satisfied.