

Office of the Superintendent of **Financial Institutions Canada**

Bureau du surintendant des institutions financières Canada

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

See Section 2.2 Voir Section 2.2

STANDARD REQUEST FOR BID INVITATION À SOUMISSIONNER - STANDARD

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

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

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

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

Solicitation No N° de la demande 20230293	Amendment No N° de modification
Solicitation closes – La demande	File No N° de
prend fin :	dossier
at – à 14:00 EDT	
on–le 2023-06-14	
See Section 2.3	
Voir Section 2.3	

Date of Solicitation - Date de la demande 2023-06-01

Address inquiries to - Adresser toute demande de renseignement à :

See Section 6, Article 6.5.1. Voir Section 6, Article 6.5.1

Destination

See Annex B Voir Annexe B

Instructions:

Municipal taxes are not applicable.

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

Instructions:

Les taxes municipales ne s'appliquent pas.

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

Supplier Name and Address – Nom et adresse du fournisseur

Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur

Name and title of person authorized to sign on behalf of supplier (type or print)

Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)

Signature : _____ Date : _____



CCC No./N° CCC - FMS No./N° VME

TABLE OF CONTENTS

PART 1	- GENERAL INFORMATION	3
1.1	SECURITY REQUIREMENTS	3
1.2	REQUIREMENT	
1.3	GENERAL OR PROCUREMENT STRATEGY FOR INDIGENOUS BUSINESS (PSIB)	3
1.4	DEBRIEFINGS	3
PART 2	- BIDDER INSTRUCTIONS	4
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2	SUBMISSION OF BIDS	
2.3	ENQUIRIES - BID SOLICITATION	
2.4	APPLICABLE LAWS	
2.5	BID CHALLENGE AND RECOURSE MECHANISMS	
PART 3	- BID PREPARATION INSTRUCTIONS	6
3.1	BID PREPARATION INSTRUCTIONS	6
PART 4	- EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1	EVALUATION PROCEDURES	7
4.2	BASIS OF SELECTION	7
PART 5	- CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1	CERTIFICATIONS REQUIRED WITH THE BID	8
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	8
PART 6	- RESULTING CONTRACT CLAUSES	10
6.1	SECURITY REQUIREMENTS	
6.2	REQUIREMENT	
6.3	STANDARD CLAUSES AND CONDITIONS	
6.4	TERM OF CONTRACT	
6.5	AUTHORITIES	
6.6	PAYMENT	
6.7	INVOICING INSTRUCTIONS CERTIFICATIONS AND ADDITIONAL INFORMATION	
6.8 6.9	APPLICABLE LAWS	
6.9 6.10	PRIORITY OF DOCUMENTS	
6.11	ACCESS TO FACILITIES AND EQUIPMENT	
	CANADA'S FACILITIES TO ACCOMMODATE THE DELIVERY	
6.13	STANDARD FINISHES.	
	SACC MANUAL CLAUSES	
ANNEX	Α	17
	JIREMENT	
	В	
BASI	S OF PAYMENT	20
ANNEX	C	27
ADDI	TIONAL SPECIFICATIONS, CERTIFICATIONS FOR NSA PRODUCT(S)	27

CCC No./N° CCC - FMS No./N° VME

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 <u>Annex 9.4</u> of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

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.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 180 days

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

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

2.2 Submission of Bids

Bid Receiving Unit/date

Bids must be submitted by email only to the Office of the Superintendent of Financial Institutions Bid Receiving Unit by the date and time indicated on page 1 of the bid solicitation:

Security and Facilities Services 255 Albert Street, 12th floor Ottawa, Ontario, K1A 0H2 <u>Facilities@osfi-bsif.gc.ca</u> and CC Alanna.duncan@osfi-bsif.gc.ca

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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

CCC No./N° CCC - FMS No./N° VME

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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse</u> <u>Mechanisms</u>" 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

• Canada requests that the Bidder submits its bid by email

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

Section I: Technical Bid Section II: Financial Bid Section III: Certifications and Additional Information

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

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

Section I: Technical Bid

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

Section II: Financial Bid

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

3.1.1 Exchange Rate Fluctuation

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

Section III: Certifications and Additional Information

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Evaluation Criteria

Mandatory Technical Criteria (MTC)					
Criteria #		MET/ NOT MET & COMMENTS			
	The Bidder must provide a portable document format (pdf) drawing with dimensions of products as described at Annex A of this solicitation.				
MTC 1	To demonstrate compliance with MTC 1, the Bidder must submit the pdf drawing of products that substantiates, at a minimum:				
MIC 1	- Length - Width - Height - Design				

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

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

CCC No./N° CCC - FMS No./N° VME

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 Additional Certifications Precedent to Contract Award

5.2.1.1 Price Certification

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

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

The Bidder certifies that the price proposed

- i. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- ii. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity, and
- iii. does not include any provision for discounts to selling agents.
- b. Price Certification Canadian Agency and Resale Outlets

The Bidder certifies that the price proposed

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

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

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

6.2 Requirement

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

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

6.2.2 This requirement is a *(the checked box applies):*

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 <u>Standard</u> <u>Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

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

Section 09 - Warranty, is amended as follows:

At Sub-section 1.

Deleted:	"The warranty period will be 12 months."
Inserted:	"The warranty period will be 10 years with the exception of user adjustable
	components, which will have a warranty of 5 years."

At Sub-section 2. Deleted: In its entirety Inserted: as follows:

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

All other provisions of the warranty section remain in effect.

Section 16 - Interest on Overdue Accounts

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

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

- 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 <u>Customs Tariff – Schedule</u> (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
- 2. If a tariff classification determination is made under the *Customs Act* that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the *Customs Tariff Schedule* as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
- 3. Canada may terminate the Contract for default in accordance with section 2010A 23 Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
 - a.Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US <u>Trade Facilitation and Trade Enforcement Act</u> (TFTEA) of 2015; or
 - b.Credible evidence from a reliable source, including but not limited to non-governmental organizations.
- 4. Canada may terminate the Contract for default in accordance with section 2010A 23 Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the <u>Criminal Code</u> or the <u>Immigration and Refugee Protection Act</u>: Criminal Code
 - 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 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 1 additional 1-year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 1 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.4.3 Delivery Date

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

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

6.4.4 Shipping Instructions

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

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

6.4.5 Delivery and Installation Points Location(s)

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

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Alanna Duncan Title: Coordinator, Facilities and Materiel Services Department: OSFI-BSIF Address: 255 Albert St. Ottawa, ON K1A 0H2 E-mail address: alanna.duncan@osfi-bsif.gc.ca

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

6.5.2 Project Authority

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

Name:	
Title:	
Organization:	
Address:	

Telephone: ____ ___ ____ E-mail address: _____

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

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

CCC No./N° CCC - FMS No./N° VME

6.5.3 Contractor's Representative

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

Name: _____ Title: _____

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 unit price, as specified in Annex B – Basis of Payment, for a cost of \$______(to be filled in only at contract award). Customs duties are included and Applicable Taxes are extra.

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

6.6.2 Method of Payment

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

6.6.3 SACC Manual Clauses

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

6.6.4 Electronic Payment of Invoices – Contract

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

6.7 Invoicing Instructions

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

Invoices must be distributed as follows:

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

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "<u>FCP Limited Eligibility to Bid"</u> list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.8.3 SACC Manual Clauses

- I. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in <u>Annex 9.4</u> of the *Supply Manual*.
- II. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
- III. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

6.9 Applicable Laws

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

6.10 **Priority of Documents**

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

- (a) the Articles of Agreement of the SA E60PQ-120001;
- (b) the Articles of this Agreement;
- (c) the general conditions 2010A (2022-12-01) General Conditions: Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Additional Specifications and Certifications for NSA Products;
- (g) the Contractor's bid dated _____ (*insert date of bid*)

6.11 Access to Facilities and Equipment

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

6.12 Canada's Facilities to Accommodate the Delivery

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

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

6.13 Standard finishes

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

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

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

6.14 SACC Manual Clauses

SACC Manual clause <u>B7500C</u> (2006-07-10), Excess Goods SACC Manual clause <u>A9068C</u> (2010-01-11), Government Site Regulations SACC Manual clause <u>B6802C</u> (2007-11-30), Government Property SACC Manual clause <u>G1005C</u> (2016-01-28), Insurance - No Specific Requirement Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

ANNEX A REQUIREMENT

City / Chair Table	A1	A2
Ottawa chairs	100	20
Toronto chairs	100	20
Total Chairs	200	40

Chair Table	Definition
A1	Regular chair, upholstery, black colour
A2	Small chair, upholstery, grey colour

CCC No./N° CCC - FMS No./N° VME

Table A1: Regular chair, Upholstery, Black Colour

OFFICEFURNITURE SA PROGRAMS

CHAIR BUILDER for E60PQ-120001/H version 1



CHAIR TYPE: * ROTARY CHAIR © ROTARY STOOL		Quantity Required: 200 (+200 Optional)	
•	your requirement. Us Note: if more than 1	s (□→) that must be included for e 1 builder per type of chair. "*" is chosen then all attributes will table for the requirement.	

	Criteria	Requirement Choice	s			Annex A refere nce:
	Environmental		a minimum of ANSI/BIFI ents are recyclable at th	MA e3 minimum Level® e end of their life.	2	1.2.8
Ca	Weight apacity	* Standard (up to 27	and a second	ipant (275+ lbs up to 40	0 lbs)	1.5.7
	Usage	🛊 Single shift	24/7 (3 cont	inuous working shifts, 7	days a week)	1.5.2 1.7.1. 3
A	Headrest	* No	Yes (adjustable)	No preference		2.1.13
в	Backrest Height		High mm (24.0 in.) to 660 mr	No preference m (26.0 in)		2.1.7
с	Lumbar Support	Fixed position	Adjustable (by user)	Self-Adjusting mec	hanism Dopreference	2.1.6
			* Height Adjustment	Armrest Style:	1	
		💠 Adjustable	* Lateral Adjustment	≭ T-arm (DD) →	🗆 Fixed 🧍 🗱 Adjustable	
D	Armrests		Fully Articulating	Cantilever		2.1.10
		Height adjustable = min. 50 mm (2 in.) adjustment and must cover at least 176 mm (6.9 in.) to 251 mm (9.9 in.) Width adjustable = min.75 mm (3.0 in.) adjustment between 443 mm (17.0 in.) to 493 mm (19.4 in.)				
Е	Seat Depth	* Adjustable			(2.1.2
F	Seat Width	Standard based or	weight capacity chose	n above		2.1.3 2.2.2
G	Seat Height	Rotary Chair	Adjustable – standa	ard range 🛛 Adjusta	able - low range	2.1.4
н	Tilt Mechanism	Rotary Chair	* Multifunction	Synchro Tilt 🔲 Unis	son Tilt 🛛 Weight Sensitive 🗌	1.5.11 2.1.8
I	Seat Angle and Backrest- to-seat Angle	Adjustable and lockable (not applicable to weight sensitive tilt mechanisms)			2.1.5 2.1.9	
J	Casters	for use on: 🔹 🗱 carp	et 🛛 hard surfaces			2.1.11
L	Footrest (rotary stools only)	integrated fixed he	ight 🛛 adjustable h	eight		2.1.12
		Backrest:	🗱 Upholstery 🛛 🛛	Ion-upholstery (ie. flexib	le plastic) 🛛 Mesh Material	
	Finishes	Seat:	🗱 Upholstery 🗌 N	Ion-upholstery (ie. flexib	le plastic) 🗌 Mesh Material	2.1.15
	Base Frame: 🗆 Metal 🏶 Plastic				1	
	Labelling and Instructions	* All chairs must be	provided with labelling a	and instructions		1.3.2
	Accessibility	 Not applicable Adjustment levers 	to be equipped with bra	il		1.6.3
Additional Criteria Each armrest pad must be able to adjust 2" laterally inward while in the parallel position Lumbar depth adjustment must be independent of the back angle adjustment						

Table A2: Small chair, Upholstery, Grey Colour OFFICEFURNITURE SA PROGRAMS

CHAIR BUILDER for E60PQ-120001/H version 1



CHAIR TYPE:		Quantity Required:	
	TARY CHAIR TARY STOOL	(+40 optional)	
Instruc	ctions to Users:		
•	your requirement. Us	 (□→*) that must be included for e 1 builder per type of chair. "*" is chosen then all attributes will 	

	Criteria	Requirement Cho	ices		Annex A referenc e:
	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	10 M	Standard (up to 275 lbs) Large-occupant (275+ lbs up to 400 lbs)		
	Usage	Single shift	24/7 (3 c	ontinuous working shifts, 7 days a week)	1.5.2 1.7.1.3
A	Headrest	🗱 No	Yes (adjustable)	No preference	2.1.13
в	Backrest Height	Standard = height between {	☐ High 508mm (20.0 in.) to 610	No preference mm (24.0 in)	2.1.7
с	Lumbar Support	Fixed position	* Adjustable (by use		2.1.6
		ni o ut	* Height Adjustment	Armrest Style:	
		* Adjustable	* Lateral Adjustment	★ T-arm (DD) → □ Fixed ★ Adjustable	
D	Armrests		Fully Articulating	Cantilever	2.1.10
		mm (9.9 in.)		ustment and must cover at least 176 mm (6.9 in.) to 251 justment between 443 mm (17.0 in.) to 493 mm (19.4 in.)	
Е	Seat Depth	* Adjustable			2.1.2
F	Seat Width	* Standard based	on weight capacity cho	osen above	2.1.3 2.2.2
G	Seat Height	Rotary Chair	Adjustable – stand	ard range 🛛 🌲 Adjustable - low range	2.1.4
н	Tilt Mechanism	Rotary Chair	* Multifunction Synchro Tilt Unison Tilt Weight Sensitive		
I	Seat Angle and Backrest-to-seat Angle	Adjustable and loc	kable (not applicable to	weight sensitive tilt mechanisms)	2.1.5 2.1.9
J	Casters	for use on: 💠 c	arpet 🛛 🗌 hard surfac	es	2.1.11
L	Footrest (rotary stools only)	integrated fixed	height 🗌 adjustable	e height	2.1.12
		Backrest:	🗱 Upholstery 🛛 🛛	Non-upholstery (ie. flexible plastic)	
	Finishes	Seat:	🗱 Upholstery 🗌 N	Non-upholstery (ie. flexible plastic) Mesh Material	2.1.15
		Base Frame:	🗆 Metal 🍀 Plastic]
	Labelling and Instructions	* All chairs must	be provided with labellin	ng and instructions	1.3.2
	Accessibility	 Not applicable Adjustment leve 	ers to be equipped with	brail	1.6.3
,	Additional Criteria			o adjust 2" laterally inward while in the parallel position e independent of the back angle adjustment	

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

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".

FOR ALL INCLUSIVE PROCUREMENT REQUIREMENTS and ADJUST AS APPLICABLE

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

ALL-INCLUSIVE PROCUREMENT

Table 1: Summary of Chairs for All-inclusive procurement

Section A - IU REQUIREMENT			Section B – SUPPLIER'S BID		
Table	Title	Qty	Supplier Part Number	Firm Unit Price \$	Extended Total [Qty x Price] \$
A1	Regular chair, Upholstery, Black colour	200		\$	\$
A2	Small chair, upholstery, Grey colour	40		\$	\$
		\$			

CCC No./N° CCC - FMS No./N° VME

Table 2 – Delivery

Standard Lead time is between 6-10 weeks for furniture derivery and installatio					Section B – SUP	PLIER'S BID
Product Item # from Table 1	Location	Quantity	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	255 Albert Street, Ottawa, ON K1A 0H2	100	2023/08/01	09:30-16:30 EDT Normal	: weeks Standard Lead time is between 6-10 weeks for furniture delivery and installation.	\$
A2	255 Albert Street, Ottawa, ON K1A 0H2	20	2023/08/01	09:30-16:30 EDT Normal	: weeks Standard Lead time is between 6-10 weeks for furniture delivery and installation.	
A1	121 King Street West, Toronto, ON M5H 3T9	100	2023/08/01	18:30-23:00 EDT Outside normal	: weeks Standard Lead time is between 6-10 weeks for furniture delivery and installation.	
A2	A2 121 King Street West, Toronto, ON M5H 3T9		2023/08/01	18:30-23:00 EDT Outside normal	: weeks Standard Lead time is between 6-10 weeks for furniture delivery and installation.	
*Normal Business Hours 8:00 – 17:00, as per SA, Annex A, article 5 **The Project Authority (PA) will provide the supplier the authority to proceed prior to the finalized delivery date taking into consideration the delivery time provided by the supplier. Canada will not be responsible if the supplier chooses to proceed without the PA authorization.					Delivery Total:	\$

CCC No./N° CCC - FMS No./N° VME

Table 3 – Installation

	ird Lead time is betw		- IU REQUIREMEN		Section B – SUPF	LIER'S BID
Product Item # from Table 1	Location	Quantity	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	255 Albert Street, Ottawa, ON K1A 0H2	100	2023/08/01	Normal	: weeks from date of supply and delivery Standard Lead time is between 6-10 weeks for furniture delivery and installation.	\$
A2	255 Albert Street, Ottawa, ON K1A 0H2	20	2023/08/01	Normal	: weeks from date of supply and delivery Standard Lead time is between 6-10 weeks for furniture delivery and installation.	
A1	121 King Street West, Toronto, ON M5H 3T9	100	2023/08/01	Normal	: weeks from date of supply and delivery Standard Lead time is between 6-10 weeks for furniture delivery and installation.	
A2	121 King Street West, Toronto, ON M5H 3T9	20	2023/08/01	Normal	: weeks from date of supply and delivery Standard Lead time is between 6-10 weeks for furniture delivery and installation.	
*Normal Business Hours 8:00 – 17:00, as per SA, Annex A, article 5 **The Project Authority (PA) will provide the supplier the authority to proceed prior to the finalized installation date taking into consideration the installation time provided by the supplier. Canada will not be responsible if the supplier chooses to proceed without the PA authorization.					Installation Total:	\$

CCC No./N° CCC - FMS No./N° VME

Table 4 – Optional Product

(insert description if applicable).

	Section A - IU REQUIREMENT	Section B – SUPPLIER'S BID			
Table	Title	Qty	Supplier Part Number	Firm Unit Price \$	Extended Total [Qty x Price] \$
A1	Regular chair, Upholstery, Black colour	200		\$	\$
A2	Small chair, upholstery, Grey colour	40		\$	\$
			S	Subtotal Products:	\$

Table 5 – Optional Delivery

	Section A - IU REQUIREMENT				Section B – SUPPLIER'S BID	
Product Item # from Table 1	Location	Quantity	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	255 Albert Street, Ottawa, ON K1A 0H2	100	N/A	09:30-16:30 EST Normal	. weeks Standard Lead time is between 6-10 weeks for furniture delivery and installation.	\$
A1	255 Albert Street, Ottawa, ON K1A 0H2	20	N/A	09:30-16:30 EST Normal	: weeks Standard Lead time is between 6-10 weeks for furniture delivery and installation.	
A2	121 King Street West, Toronto, ON M5H 3T9	100	N/A	18:30-23:00 EST Outside normal	: weeks Standard Lead time is between 6-10 weeks for furniture delivery and installation.	
A2	A2 121 King Street West, Toronto, ON M5H 3T9		N/A	18:30-23:00 EST Outside normal		
	*Normal Business Hours 8:00 – 17:00, as per SA, Annex A, article 5 **The Project Authority (PA) will provide the supplier the authority to proceed prior to the finalized delivery date taking into consideration the delivery time provided by the supplier. Canada will not be responsible if the supplier chooses to proceed without the PA authorization.					\$

Buyer ID - Id de l'acheteur

éf. du client File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

Table 6 – Optional Installation

		Section B – SUPF	LIER'S BID			
Product Item # from Table 1	Location	Quantity	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	255 Albert Street, Ottawa, ON K1A 0H2	100	N/A	Normal	: weeks from date of supply and delivery Standard Lead time is between 6-10 weeks for furniture delivery and installation.	\$
A1	255 Albert Street, Ottawa, ON K1A 0H2	20	N/A	Normal	: weeks from date of supply and delivery Standard Lead time is between 6-10 weeks for furniture delivery and installation.	
A2	121 King Street West, Toronto, ON M5H 3T9	100	N/A	Normal	: weeks from date of supply and delivery Standard Lead time is between 6-10 weeks for furniture delivery and installation.	
A2	121 King Street West, Toronto, ON M5H 3T9	20	N/A	Normal	: weeks from date of supply and delivery Standard Lead time is between 6-10 weeks for furniture delivery and installation.	
	*Normal Busine **The Project A prior to the final time provided by chooses to proc	Installation Total:	\$			

Т

CCC No./N° CCC - FMS No./N° VME

Tabl	e 7 – Standard Finishes and Canada's Facilities to Accommodate the Delivery and Certifications

1.	Standard Finishes					
1.1	IU is to 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.					
		Il deliver the products corresponding to Canada's choice of specific finishes(s). No additional charge				
_	will be applied to C					
2.	Canada's Facilities to Accommodate the Delivery The Supplier's employees and subcontractors requiring access to the site must adhere to the health and safety plans established for the site, in addition to any laws in effect in the jurisdiction where the work is being performed. During the period of the contract, a representative of Canada or a service provider(s) under contract with the Government of Canada may request the list of employees and subcontractors requiring access to the site to perform the work and their security statuses. Information must be provided in the timeframe prescribed in order to ensure that the supply, delivery and installation of the furniture aligns with the master schedule.					
2.1	Loading Dock/Loca	ation - Ottawa				
А	Location	255 Albert Street Ottawa, Ontario K1A 0H2				
В	Dock	Yes, 5-ton truck max				
С	Lift	Does not exist				
D	Door	6'6" H x 7' W				
Е	Freight Elevator Main floor, right of dock					
2.2	Loading Dock/Loca	ation - Toronto				
А	Location	121 King Street W Toronto, Ontario M5H 3T9				
В	Dock	Yes on York Street Northbound				
С	Lift	Yes on north side				
		5000lbs maximum weight capacity				
		7' L x 5' W with hinged flap (16" L)				
D	Door	15' H x 12' W				
E	Freight Elevator	Main floor, south end of building				
3.	Continuance of Ce	rtifications				
	The Bidder certifies that by submitting a bid in response to the RFB, the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, continues to comply with all of the following certifications listed in Parts 6A and 6B of the Bidder's SA for Work Spaces.					
	Canada may request copies of environmental certification(s) prior to contract award within a time period specified by the Identified User.					
3.1	Integrity Provision					
3.2		r's Program for Employment Equity				
3.3	Product Conforma					
3.4	Price Certification	(In accordance with the SA, Part 6B)				

CCC No./N° CCC - FMS No./N° VME

Table 8 - Bid Evaluation and Contract Total

(Canada may complete if not completed by the Bidder)

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

* Applicable taxes extra.

Table 9 – Bidder's Authorized Representative

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

Buyer ID - Id de l'acheteur

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

ANNEX C

ADDITIONAL SPECIFICATIONS, CERTIFICATIONS FOR NSA PRODUCT(S)

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

1. Specifications

Chair colour A1 must be black. Chair colour A2 must be grey.

2. Certifications

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

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

Supplier's Signature

Date

NSA Product Conformance Certification (applies after contract award)

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

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

FORM 1 to PART 5 OF THE BID SOLICITATION FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit <u>Employment and</u> <u>Social Development Canada (ESDC)-Labour's</u> website.

Date:_____(YYYY/MM/DD) [If left blank, the date will be deemed to be the bid solicitation closing date.]

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act.</u>
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent fulltime and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - () A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement</u> <u>Employment Equity</u> (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
- B. Check only one of the following:
- () B1. The Bidder is not a Joint Venture.

OR

 B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)