

RETURN BIDS TO:

Canadian Nuclear Safety Commission (CNSC)

Send by email to:

solicitation-demandedesoumission@cnsccsn.gc.ca

Bid Solicitation

Proposal to:

Canadian Nuclear Safety Commission (CNSC)

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out thereof.

Instructions: See herein

Supplier name and address:

Issuing office: CNSC

Before submitting a bid, foreign-based bidders must contact the contracting authority no later than 20 calendar days before the bid closing date, to obtain the appropriate international security clauses. Bidders from non-NATO countries or countries who have not signed a bilateral industrial security arrangement with the Canadian International Industrial Security Directorate may not be able to obtain the required security clearance(s) and, as a result, may be ineligible for award of the contract.

Title:	
Office Seating (SA) – Rotary Chairs	
Solicitation no.:	Date:
5000063085S	November 17, 2021
File No. – N° de dossier:	
5000063085	
Solicitation closes:	Time zone:
At 2 p.m. / 14 h	Eastern Standard Time (EST)
December 8th, 2021	
Address inquiries to:	
Natalie Cléroux, Contracting Officer	
Telephone:	
343-571-3100	
Destination:	
See herein	

Delivery required:	Delivery offered:
February 28, 2022	
Supplier name and address:	
Telephone:	
Fax:	
Name and title of person authorized to sign on behalf of supplier (type or print):	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1. The Contractor and/or its personnel **MUST NOT** have access to PROTECTED and/or CLASSIFIED information or assets.
2. The Contractor and/or its personnel **MUST NOT** have unescorted access to Canadian Nuclear Safety Commission facilities and/or restricted access areas.

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 PSPC 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 (PSAB)

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).

PSAB Stream Procurement

This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, refer to [Annex 9.4](#) of the Supply Manual.

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

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.

A de-brief is intended to:

1. Provide the Bidder with feedback on their proposal and the solicitation process;
2. Review the evaluation of the Bidder's proposal and explain where they met or failed to meet the criteria;
3. Identify strengths and weaknesses in the Bidder's proposal to assist them with preparing future proposals.

A de-brief is not an opportunity for the Bidder to debate the evaluation or request a re-evaluation of the proposal.

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](#) (2020-05-28) 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

Bid Receiving Unit/date

Bids must be submitted only to the CNSC Solicitation email address, by the date and time indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to CNSC 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 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 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.

2.5 COVID-19 Vaccination Requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions.

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 must be indicated in any other section of the bid.

Section I: Technical Bid

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

Section II: Financial Bid

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

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

Technical Criteria	Met / not Met
The supplier must demonstrate that the proposed good meets all technical criteria in Annex A – Requirements – Chair Builder.	

4.1.2 Financial Evaluation

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 - Mandatory Technical Criteria

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 PSPC 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 PSPC 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.

5.3 COVID-19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, _____ (first and last name), as the representative of
_____ (name of business) pursuant to _____
(insert solicitation number), warrant and certify that all personnel that _____

(name of business) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
 - (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada;
- until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below is not a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

Solicitation No. - N° de l'invitation
5000063085S
Client Ref. No. - N° de réf. du client
5000063085

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
CCC No./N° CCC - FMS No./N° VME

5.4 SACC Manual clause A3015T – Certifications – Bid

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

1. The Contractor and/or its personnel MUST NOT have access to PROTECTED and/or CLASSIFIED information or assets.
2. The Contractor and/or its personnel MUST NOT have unescorted access to Canadian Nuclear Safety Commission facilities and/or restricted access areas.
3. The Contractor must comply with the provisions of the Security Requirement Check List attached to this Contract as Annex C.

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 PSPC 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
 PSAB 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 (2020-05-28), 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.

6.3.2 Supplemental General Conditions

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

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) [insert section entitled "Default by the Contractor"] _____ or [insert section entitled "Termination for convenience"] _____ of general conditions.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

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 deliverables must be received no later than February 28th, 2022.

All the deliverables must be received on or before the date(s) indicated at Annex B.

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

6.4.3 Shipping Instructions

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

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

6.4.4 Delivery and Installation Points Location(s)

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

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____
Title: _____
Department: _____
Address: _____

Telephone: ____-____-_____
E-mail address: _____

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: _____
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: _____
Department: _____
Address: _____

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 unit price, as specified in Annex B – Basis of Payment. 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 SACC Manual Clauses

SACC Manual clause C0100C (2010-01-11) Discretionary Audit - Commercial Goods and/or Services
(applicable if only one (1) compliant bid is received with a price certification)

6.7 Invoicing Instructions

1. Invoices must be emailed to finance@cnsccsn.gc.ca
2. Original receipts are required for reimbursable travel expenses if these expenses are included in the basis of payment found in Annex B attached to this contract. The Contractor must identify the actual travel costs separately on any invoice issued pursuant to the Contract. Travel costs must be itemized by: airfare, train, car rental, personal vehicle, other transportation, accommodation, meals and other. Incidentals are not reimbursable.
3. The Contractor must clearly indicate the contract number (xxxxxx) and appropriate Applicable Taxes registration number on all invoices pertaining to the contract.
4. The last and final invoice under the contract shall be clearly marked "final invoice".

6.8 Certifications and Additional Information

6.8.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.8.2 Requirements for the Set-aside Program for Indigenous Business

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Indigenous Business" detailed in Annex 9.4 of the Supply Manual.
2. 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.
3. 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

As set out in the article "Applicable Laws" in Part 6A of the SA.

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 (*insert date*) - General Conditions: Goods (Medium Complexity);
- (d) the supplemental general conditions: 4013 - Compliance with on-site measures, standing orders, policies, and rules; 4014 - Suspension of the work;
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (g) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*).

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 Government Site Regulations

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

6.13 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

6.14 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.

6.15 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

6.16 Insurance - No Specific Requirement

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

ANNEX A REQUIREMENT



CHAIR BUILDER 2021

CHAIR TYPE	QTY: <u>400</u>
<input checked="" type="checkbox"/> Rotary Chair (up to 275 lbs) <input type="checkbox"/> Rotary Chair large occupant (up to 400 lbs) <input type="checkbox"/> Rotary Stool with backrest	

Criteria Instructions	Requirement Choices								
IMPORTANT: Canada may request additional information to confirm criteria prior to contract award within a time period specified by the Identified User (IU). Suppliers must provide products that are compliant to the selected "■" Requirement Choices									
A	Headrest choose only 1								
	<input type="checkbox"/> Yes – Adjustable and Removable (if applicable, indicate type of adjustment in additional criteria below) <i>Recommended with Standard Back Height</i> <input checked="" type="checkbox"/> No								
B	Backrest Height choose only 1								
	<input checked="" type="checkbox"/> Standard = height between 450 mm (17.7 in.) to 660 mm (26.0 in.) <input type="checkbox"/> High = height greater than 660 mm (26.0 in.) <input type="checkbox"/> No preference = minimum height of 450mm (17.0 in.)								
B	Backrest Profile choose only 1								
	<input checked="" type="checkbox"/> No preference (it is recommended to select "no preference" as profiles do not affect functionality of chair). <input type="checkbox"/> Other = _____								
C	Lumbar Support choose ALL that are acceptable								
	Adjustable <input checked="" type="checkbox"/> Up/Down = min. 50 mm (2.0 in.) height adjustment between 150mm (5.9 in.) to 250 mm (9.8 in.) <input type="checkbox"/> Other = _____ <input type="checkbox"/> Fixed = between 150 mm (5.9 in.) to 250 mm (9.8 in.) above seat								
D	Armrests choose ALL that are acceptable								
	Adjustable <input checked="" type="checkbox"/> Height adjustable = min. 63 mm (2.5 in.) adjustment between 176 mm (6.9 in.) to 289 mm (11.4 in.) <input checked="" type="checkbox"/> Width adjustable = within the range of 443 mm (17.0 in.) to 493 mm (19.4 in.) <input checked="" type="checkbox"/> Pivot adjustable = min. 20 degrees inward and min. 10 degrees outward <input type="checkbox"/> Fixed = height range between 200 mm (7.9 in.) to 250 mm (9.8 in.) <input type="checkbox"/> None								
E	Seat Depth choose ALL that are acceptable								
	<input checked="" type="checkbox"/> Adjustable = min. 50 mm (2.0 in.) adjustment within the range 420 mm (16.5 in.) to 460 mm (18.1 in.) <input type="checkbox"/> Fixed <table style="display: inline-table; vertical-align: top; margin-left: 10px;"> <tr> <td style="width: 30px;"></td> <td><input type="checkbox"/> Shallow = 380 mm (15.0 in.) to 420 mm (16.5 in.)</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Medium = greater than 420 mm (16.5 in.) to 460 mm (18.1 in.)</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Deep = greater than 460 mm (18.1 in.)</td> </tr> </table>		<input type="checkbox"/> Shallow = 380 mm (15.0 in.) to 420 mm (16.5 in.)		<input type="checkbox"/> Medium = greater than 420 mm (16.5 in.) to 460 mm (18.1 in.)		<input type="checkbox"/> Deep = greater than 460 mm (18.1 in.)		
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	<input type="checkbox"/> Medium = greater than 420 mm (16.5 in.) to 460 mm (18.1 in.)								
	<input type="checkbox"/> Deep = greater than 460 mm (18.1 in.)								
F	Seat Width								
	<u>Refer to chair type above</u> Rotary chairs and stools = min. width of 450 mm (17.7in.) Rotary Large Occupant models = min. width of 560 mm (22.0 in.)								
G	Seat Height choose ALL that are acceptable								
	<table style="width: 100%;"> <tr> <td style="width: 20%;">Rotary Chair</td> <td> <input checked="" type="checkbox"/> Adjustable <input type="checkbox"/> Standard = includes 417 mm (16.4 in.) or less to 512 mm (20.2in.) or more <input type="checkbox"/> Low = includes 376 mm (14.8 in.) to 439 mm (17.3 in.) <input type="checkbox"/> Other = _____ <input type="checkbox"/> Fixed = between 417 mm (16.4 in.) to 512 mm (20.2 in.) </td> </tr> <tr> <td>Rotary Stool with backrest</td> <td> <input type="checkbox"/> Adjustable = includes range from 580 mm (23 in.) to 840 mm (33 in.) <input type="checkbox"/> Fixed = equal or greater than 670 mm (27.5 in) </td> </tr> </table>	Rotary Chair	<input checked="" type="checkbox"/> Adjustable <input type="checkbox"/> Standard = includes 417 mm (16.4 in.) or less to 512 mm (20.2in.) or more <input type="checkbox"/> Low = includes 376 mm (14.8 in.) to 439 mm (17.3 in.) <input type="checkbox"/> Other = _____ <input type="checkbox"/> Fixed = between 417 mm (16.4 in.) to 512 mm (20.2 in.)	Rotary Stool with backrest	<input type="checkbox"/> Adjustable = includes range from 580 mm (23 in.) to 840 mm (33 in.) <input type="checkbox"/> Fixed = equal or greater than 670 mm (27.5 in)				
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Rotary Stool with backrest	<input type="checkbox"/> Adjustable = includes range from 580 mm (23 in.) to 840 mm (33 in.) <input type="checkbox"/> Fixed = equal or greater than 670 mm (27.5 in)								
H	Tilt Mechanism choose only 1								
	<input type="checkbox"/> Tilt Mechanism = seat and backrest adjust together in a ratio that falls within ≥1:1 (includes both Synchron-Tilt and Unison Tilt) <input checked="" type="checkbox"/> Tilt Independently = seat and backrest adjust independently of each other <input type="checkbox"/> No preference								
I	Seat and Backrest Locks choose ALL that are acceptable								
	<input type="checkbox"/> Setup Position = chair locks or stops at one position with seat flat and backrest straight <input checked="" type="checkbox"/> Multiple Positions = chair locks or stops at multiple positions (including setup position)								
J	Casters								
	<input checked="" type="checkbox"/> carpet <input type="checkbox"/> hard surface								
L	Foot Ring								
	Standard with stool models only								
L	Finishes (Upholstery / Non-Upholstery) choose ALL that are acceptable								
	<table style="width: 100%;"> <tr> <td style="width: 20%;">Backrest</td> <td> <input type="checkbox"/> Upholstery <input checked="" type="checkbox"/> Breathable material (Mesh) <input type="checkbox"/> Other = _____ </td> <td style="width: 20%;"></td> <td style="width: 60%;"></td> </tr> <tr> <td>Seat</td> <td> <input checked="" type="checkbox"/> Upholstery <input type="checkbox"/> Breathable material (Mesh) <input type="checkbox"/> Other = _____ </td> <td></td> <td></td> </tr> </table>	Backrest	<input type="checkbox"/> Upholstery <input checked="" type="checkbox"/> Breathable material (Mesh) <input type="checkbox"/> Other = _____			Seat	<input checked="" type="checkbox"/> Upholstery <input type="checkbox"/> Breathable material (Mesh) <input type="checkbox"/> Other = _____		
Backrest	<input type="checkbox"/> Upholstery <input checked="" type="checkbox"/> Breathable material (Mesh) <input type="checkbox"/> Other = _____								
Seat	<input checked="" type="checkbox"/> Upholstery <input type="checkbox"/> Breathable material (Mesh) <input type="checkbox"/> Other = _____								
Additional Criteria:	If applicable, can be added providing it does not contradict the RFSA Technical Specifications > IUS must define any additional criteria that are justifiable for the specific needs of their requirement. > refer to Solicitation Example on furniture web site for example wording for commonly requested additional criteria > Additional Criteria must be generic and not Supplier specific								

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".

ALL-INCLUSIVE PROCUREMENT

Table 1: Summary of Chairs for All-inclusive procurement.

Section A - IU REQUIREMENT			Section B – SUPPLIER'S BID		
Table	Title	Quantity (A)	Manufacturer/ Series/Model	Firm Unit Price (B)	Product Total (C)=(A)x(B)
A1	Rotary chair	200		\$	\$
A2	Rotary chair	200		\$	\$
	Subtotal:				\$

Table 2: Delivery (Standard Lead time is between 6-10 weeks for furniture delivery and installation)

Section A - IU REQUIREMENT				Section B – SUPPLIER'S BID	
Table	Location	Desired Date** (YY/MM/DD)	Desired Time*	Supplier will deliver on the date and at the time below**	Firm Lot Price \$
A1	280 Slater, Ottawa, ON (Multiple floors)	22-02-15	Normal Business Hours	_____ : weeks Standard Lead time is between 6-10 weeks for furniture delivery and installation.	\$
A2	280 Slater, Ottawa, ON (Multiple floors)	22-02-28	Normal Business Hours	_____ : weeks Standard Lead time is between 6-10 weeks for furniture delivery and installation.	\$
*Normal Business Hours are 8:00 – 17:00 **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.				Subtotal for Deliveries:	\$

Table 3: Canada's Facilities to Accommodate the Delivery

Canada's Facilities to Accommodate the Delivery	
Loading Dock/Location	280 Slater, Ottawa, Ontario
Dock	Ground level loading area
Lift	No lift, Truck needs lift
Door	8'h x 10'w
Freight Elevator	Near loading zone
Other (specify, if any)	53' trailer does not fit in loading area

Table 4: Installation (Standard Lead time is between 6-10 weeks for furniture delivery and installation)

All goods must be fully assembled prior to delivery at final point locations.
Contractor must remove and dispose at contractor's facilities all discarded packaging.

Section A - IU REQUIREMENT				Section B – SUPPLIER'S BID	
Table	Location	Desired Date** (YY/MM/DD)	Desired Time*	Supplier will install on the date and at the time below*	Firm Price \$
A1	280 Slater, Ottawa, ON (Multiple floors)	22-02-15	Normal Business Hours	____ : weeks Standard Lead time is between 6-10 weeks for furniture delivery and installation.	\$
A2	280 Slater, Ottawa, ON (Multiple floors)	22-02-28	Normal Business Hours	____ : weeks Standard Lead time is between 6-10 weeks for furniture delivery and installation.	\$
*Normal Business Hours are 8:00 – 17:00 **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.				Subtotal for Installations:	\$

Table 5: Bid Evaluation and Contract Total for _____
(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 4)	\$
4	Total Evaluated (Bid) Price* (1+2+4) [to be removed at contract award]	\$
5	Contract Price (1+2+4): [applicable at contract award only]	\$
6	Applicable Tax(es): [applicable at contract award only]	\$
7	Total Estimated Cost (5+6): [applicable at contract award only]	\$

*Applicable taxes extra.

Solicitation No. - N° de l'invitation
5000063085S
Client Ref. No. - N° de réf. du client
5000063085

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
CCC No./N° CCC - FMS No./N° VME

Table 6 – Bidder's Authorized Representative

1.	Bidder's Authorized Representative for the Bid and the Contract	
	Name:	Telephone:
		Email:
		SA number:
		PBN: