

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**800 Burrard Street, 12th Floor**  
**800, rue Burrard, 12e étage**  
**Vancouver, BC V6Z 2V8**  
**Bid Fax: (604) 775-7526**

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

### Comments - Commentaires

This procurement is set aside under the Federal Government Procurement Strategy for Aboriginal Business

|   |   |
|---|---|
| <b>Title - Sujet</b><br>Soft Seating  |   |
| <b>Solicitation No. - N° de l'invitation</b><br>EP707-132371/A  | <b>Date</b><br>2012-11-28   |
| <b>Client Reference No. - N° de référence du client</b><br>EP707-132371   |   |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$VAN-531-6852  |   |
| <b>File No. - N° de dossier</b><br>VAN-2-35255 (531)  | <b>CCC No./N° CCC - FMS No./N° VME</b>                                    |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2012-12-14</b>  | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Pacific Standard Time<br>PST |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>   |   |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Mak, Goretti M.  | <b>Buyer Id - Id de l'acheteur</b><br>van531                              |
| <b>Telephone No. - N° de téléphone</b><br>(604) 775-7649 ( )  | <b>FAX No. - N° de FAX</b><br>(604) 775-7526                              |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA<br>RCMP E DIVISION HEADQUARTERS<br>14200 GREEN TIMBERS WAY<br>SURREY<br>British Columbia<br>V3T6P3<br>Canada |   |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

### Vendor/Firm Name and Address

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

### Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific  
Region  
800 Burrard Street, 12th Floor  
800, rue Burrard, 12e étage  
Vancouver, BC V6Z 2V8

|  |  |
|--|--|
| <b>Delivery Required - Livraison exigée</b><br>See Herein  | <b>Delivery Offered - Livraison proposée</b> |
| <b>Vendor/Firm Name and Address</b><br><b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>   |  |
| <b>Telephone No. - N° de téléphone</b><br><b>Facsimile No. - N° de télécopieur</b>   |  |
| <b>Name and title of person authorized to sign on behalf of Vendor/Firm</b><br><b>(type or print)</b><br><b>Nom et titre de la personne autorisée à signer au nom du fournisseur/<br/>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b> |  |
| <b>Signature</b>   | <b>Date</b>                                  |

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

Public Works and Government Services Canada (PWGSC), on behalf of its Client, Royal Canadian Mounted Police (RCMP), E Division in Surrey, B.C. requires to supply, delivery and installation of soft seating lounge chairs in accordance with the requirement at Annex A.

The requirement is detailed under Article 2 of the resulting contract clauses.

### 3 Set-aside Under the Federal Government's Procurement Strategy for Aboriginal Business (PSAB)

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business as detailed in Annex 9.4 Requirements for the Set-Aside Program for Aboriginal Business, of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

### 4. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 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>) 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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

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

Delete: sixty (60) days

Insert: ninety (90) days

1.1 SACC Manual Clauses  
B3000T (2006-06-16) Equivalent Products

1.2 Salvage  
All scrap and waste material will become the property of the Contractor who must remove it from the site.

## 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### 2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make

suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 4. Applicable Laws

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

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.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>)

). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### 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. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

##### 1.1 Exchange Rate Fluctuation

C3011T (2010-01-11), Exchange Rate Fluctuation

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **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.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

The mandatory technical criteria are identified in Annex A.

##### **1.1.2 Compliance Testing**

The Bidder offering the lowest priced technically compliant products may be requested to supply a sample chair for evaluation and or for testing prior to the award of Contract, to determine whether the ordered Product(s) will meet RCMP's requirements.

#### **1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, Incoterms 2000 DDP "Delivered Duty Paid", and Canadian customs duties and excise taxes included.

1.2.1 For evaluation purposes only, the total assessed bid price will consist of:

- + Quantity of 32 Group A
- + Quantity of 72 Group B
- + Quantity of 26 Group C

##### **1.2.2 Pricing**

Bidders must provide individual prices for each item and/or destination in accordance with Annex "B".

##### **1.2.3 SACC Manual Clause**

A0222T (2010-01-11), Evaluation of Price

### **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. It is anticipated that multiple Contracts will be awarded as a result of this Request for Proposal.

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

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 award of a contract. 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.

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

- 1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html) form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.



## 2. Additional Certifications Precedent to Contract Award

### 2.1 Federal Contractors Program - Certification

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Web site.

### 2.2 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4, Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.

2. The Bidder:

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

- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Bidder must check the applicable box below:

- i. ☐ The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- ii. ☐ The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Bidder must check the applicable box below:

- i. ☐ The Aboriginal business has fewer than six full-time employees.

OR

- ii. ☐ The Aboriginal business has six or more full-time employees.

5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

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

3. Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am \_\_\_\_\_ (insert "an owner" and/or "a full-time employee") of \_\_\_\_\_ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_

Printed name of owner and/or employee

\_\_\_\_\_  
Signature of owner and/or employee

\_\_\_\_\_  
Date

#### 4. Canadian Content Definition

This procurement is conditionally limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidder acknowledge that only bids with a certification that the goods and services offered are Canadian goods and Canadian services , as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the goods and services offered being treated as non-canadian goods and non-canadian services.

The Bidder certifies that:

( ) a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

##### 4.1 SACC Manual clause A3059T (2010-01-11) Canadian Content Definition

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

#### 2.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "A" of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

### 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>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010A (2012-11-19), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Delivery Date

While delivery is required on or before February 15, 2013, the best delivery that could be offered is \_\_\_\_\_.

#### 4.2 Shipping Instructions

Goods must be consigned and delivered to each destination site specified in the contract Incoterms 2000 "DDP Delivered Duty Paid".

#### 4.3 Performance (FILL IN.)

Installation of the equipment shall commence within \_\_\_\_\_ days of delivery and be completed within \_\_\_\_\_ days from commencement.

#### 4.4 Inspection and Acceptance

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

#### 4.5 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the Contract for a one 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 30 calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Goretti Mak  
Public Works and Government Services Canada  
Pacific Region, Acquisitions  
800 Burrard Street St  
Vancouver, BC V6Z 2V8  
Telephone: 604-775-7649  
Facsimile: 604-775-7526  
E-mail address: goretti.mak@pwgsc.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.

#### 5.2 Project Authority

The Project Authority for the Contract is: (to be determined)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work.

Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.3 Contractor's Representative (Fill in or delete as applicable)

Name and telephone number of the person responsible for :

#### General enquiries

Name: \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 Facsimile No. \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

#### Delivery follow-up

Name: \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 Facsimile No. \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment - firm price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" for a cost of \$ \_\_\_\_\_ (amount to be inserted at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

### 6.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

### 6.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Payment

### 6.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
 C2000C (2007-11-30), Taxes - Foreign-based Contractor

## 7. Invoicing Instructions

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

7.2 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.

## 8. Certifications

8.1 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.

## 9. Applicable Laws

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

## 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.

10.1 the Articles of Agreement;

10.2 the general conditions 2010A (2012-11-19), General Conditions - Goods (Medium Complexity);

10.3 Annex A, Requirement;

10.4 Annex B, Basis of Payment;

10.5 the Contractor's bid dated \_\_\_\_\_ .

## 11. SACC Manual Clauses

11.1 Work Site Access (A1009C, 2008-05-12)

11.2 Identification Badge (A9065C, 2006-06-16)

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

11.4 Government Property (B6802C, 2007-11-30)

11.5 Access to Facilities and Equipment (B9028C, 2007-05-25)

## 12. Insurance

Solicitation No. - N° de l'invitation

EP707-132371/A

Amd. No. - N° de la modif.

File No. - N° du dossier

VAN-2-35255

Buyer ID - Id de l'acheteur

van531

Client Ref. No. - N° de réf. du client

EP707-132371

CCC No./N° CCC - FMS No/ N° VME

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SACC Manual Clause G1005C Insurance (2008-05-12)



## **Annex A Requirement**

### **1.0 SCOPE**

1.1 This purchase description applies to the supply and delivery of :

#### **GROUP A**

- 24 (twenty four) upholstered arm chairs
- 8 (eight) upholstered sectional 3 seat sofas

#### **GROUP B**

- 22 (twenty two) upholstered lounge chairs with left hand tablet
- 22 (twenty two) upholstered lounge chairs with right hand tablet
- 24 (twenty four) upholstered lounge chairs without tablet
- 4 (four) upholstered three seat sofas

#### **GROUP C**

- 26 (twenty six) upholstered armless side chairs

### **2.0 General Requirements**

- 2.1 The finished chairs must be uniform in quality, clean and free from any defects that may affect their appearance and serviceability.
- 2.2 External surfaces must be smooth and all edges must be rounded and beveled. All accessible surfaces must be free from sharp edges, burns and other hazards to safety. All exposed wood must be clear cut and free of knots and splits.
- 2.3 The vendor must mark all chairs permanently and legibly on the underside of the seat with the name of the recognized trademark of the manufacturer, the product number, the contract number, and the date of manufacture.
- 2.4 The vendor must indicate the Room# of each chair on the packaging or delivery slips so it is clear to those delivering the chairs, the location that each piece will be installed. See Appendix A for Room Numbers.
- 2.5 All components must have the same finish and design details.
- 2.6 All furniture or component parts must be exposed at least 24 hours prior to packaging and distribution to allow for any off gassing.

### **3.0 Standards**

- 3.1 All fabrics and materials must meet applicable ANSI/BIFMA Standards for safety and performance.
- 3.2 Fabrics to meet abrasion standards for Heavy Duty Contract: minimum 50,000 cycles Martindale Method or minimum 95,000 double rubs Wyzenbeek Abrasion Test.
- 3.3 All fabrics and materials are to conform to ANSI/BIFMA e3-2011e Furniture Sustainability Standard.
- 3.4 All fabrics and materials are to conform to GGPS.001 Greenguard IAQ Standard for Building, Materials, and Furnishing Units

#### 4.0 Detailed Requirements

- 4.1 Upholstered Arm Chair Style A1
- 4.2 Upholstered Sectional 3 (three) seat sofa Style A2
  - 4.2.1 Style A1 & A2 are to be the same style/family
  - 4.2.2 If sectional is not joined, ganging devices are to be included.
- 4.3 Upholstered Lounge Chairs with left hand tablet Style B1
  - 4.3.1 Tablet to extend no more than 2" outside of arm
  - 4.3.2 Rectangular wood tablet approx. 11" x 17"
- 4.4 Upholstered Lounge Chairs with right hand tablet Style B2
  - 4.4.1 Tablet to extend no more than 2" outside of arm
  - 4.4.2 Rectangular wood tablet 11" x 17"
- 4.5 Upholstered Lounge chairs with no tablet Style B3
- 4.6 Upholstered 3 (three) seat Sofa Style B4
  - 4.6.1 Style B1, B2, B3 & B4 are to be same style/family
- 4.7 Upholstered Armless Side Chair Style C1

## 4.8 Dimensions + Fabrics:

## 4.8.1 Group A

| Style                           | Quantity | Fabric     | Width | Depth | Seat Height | Overall Height |
|---------------------------------|----------|------------|-------|-------|-------------|----------------|
| Figure A1 Arm Chair             | 4        | Figure I   | 34"   | 30"   | 16.5"       | 29"            |
| Figure A1 Arm Chair             | 8        | Figure II  | 34"   | 30"   | 16.5"       | 29"            |
| Figure A1 Arm Chair             | 4        | Figure III | 34"   | 30"   | 16.5"       | 29"            |
| Figure A1 Arm Chair             | 8        | Figure IV  | 34"   | 30"   | 16.5"       | 29"            |
| Figure A2 Sectional 3 seat soft | 2        | Figure I   | 66"   | 30"   | 16.5"       | 29"            |
| Figure A2 Sectional 3 seat soft | 2        | Figure II  | 66"   | 30"   | 16.5"       | 29"            |
| Figure A2 Sectional 3 seat soft | 2        | Figure III | 66"   | 30"   | 16.5"       | 29"            |
| Figure A2 Sectional 3 seat soft | 2        | Figure IV  | 66"   | 30"   | 16.5"       | 29"            |

## 4.8.2 Group B

| Style   | Quantity | Fabric    | Width                       | Depth | Seat Height | Overall Height |
|---|----------|-----------|-----------------------------|-------|-------------|----------------|
| Figure B1 Lounge Chair with Left hand Tablet  | 12       | Figure V  | 36" Does not include Tablet | 33"   | 16"         | 28.75"         |
| Figure B1 Lounge Chair with Left hand Tablet  | 10       | Figure VI | 36" Does not include Tablet | 33"   | 16"         | 28.75"         |
| Figure B2 Lounge Chair with Right hand Tablet | 12       | Figure V  | 36" Does not include Tablet | 33"   | 16"         | 28.75"         |
| Figure B2 Lounge Chair with Right hand Tablet | 10       | Figure VI | 36" Does not include Tablet | 33"   | 16.5"       | 28.75"         |
| Figure B3 Lounge Chair with NO Tablet         | 24       | Figure V  | 36"                         | 33"   | 16.5"       | 28.75"         |
| Figure B4 Three (3) Seat sofalet              | 4        | Figure V  | 84"                         | 33"   | 16"         | 28.75"         |

### 4.8.3 Group C

| Style                | Quantity | Fabric                          | Width | Depth | Seat Height | Overall Height |
|----------------------|----------|---------------------------------|-------|-------|-------------|----------------|
| Figure C1 Side Chair | 26       | Figure VII<br>100%PU<br>Leather | 28"   | 30"   | 17"         | 30"            |

4.9 There shall be a tolerance of +/- 51mm (+/- 2") for all dimensions above.

## 5.0 Design

5.1 Fully upholstered cushion, back, front, sides, arms & seat.

5.2 Seat - Seat must be upholstered with cushion and the stitching on the seat must have a waterfall edge, not visible.

### 5.3 Legs

5.3.1 Style A1, A2 & C1 to have four (4) cold rolled steel legs; epoxy powder coat: soft chrome.

5.3.2 Style B1, B2, B3 & B4 legs to be fourteen (14) gauge cold rolled steel tubes complete with carpet glides. Soft chrome finish on legs.

### 5.4 Style

5.4.1 Arm Chair similar to Figure A1

5.4.2 Sectional 3 Seat Sofa similar to Figure A2

5.4.3 Lounge Chair with right tablet similar to Figure B2

5.4.4 Lounge Chair with left tablet similar to Figure B2 but tablet on opposite arm.

5.4.5 Lounge Chair without tablet similar to Figure B3.

5.4.6 Three Seat Sofa similar to Figure B4

5.4.7 Side Chair similar to Figure C1.

5.4.8 Figure A1 & A2 are to be the same style. Figure B1, B2, B3 & B4 are to be the same style.

## 6.0 Finish

6.1 All finishes must be durable and suitable for a commercial environment.

## 7.0 Upholstery

7.1 Fabrics must be of a stain resistant material and meet or exceed the ACT Voluntary Performance Guidelines for Upholstery.

7.2 Padding shall be adequate in quality and quantity such that the seat maintains proper shape with typical office use of 8 hours/day.

- 7.3 Foam shall be high density, CFC free polyurethane open cell cut foam. Foam thickness minimum 5" on seat of Styles A1 & A2; minimum 3" back & 3.5" seat on Styles B1, B2, B3, B4; minimum 3" back & 3" seat on Style C1.
- 7.4 All upholstery material including polyurethane foam, webbing and other padding used in the construction of the seat will comply with Canadian Flammability of Textiles Regulations.
- 7.5 All upholstery tailoring will be performed with accepted best industry practice. Appearance shall be typical of results obtained by such tailoring techniques.
- 7.6 Seams will not be placed on heavy wear locations. Any double seam stitching should be tape reinforced.

## 8.0 Construction

- 8.1 Type of joinery acceptable must be capable of supporting user and still maintain the integrity of the chair and the warranty.
- 8.2 Dowels, tenons, chucking and boring with adequate glue applied will be used when applicable, with appropriate mechanical reinforcements used when necessary and practical. Reinforcing cleats and and/or corner blocks, glued and screwed will be used when necessary for secure fastening.
- 8.3 All joints and joining of furniture shall be fabricated in a rigid manner in accordance with good industry practice, glue shall be of good commercial quality, and gluing process will ensure joints of maximum strength equal to ASTM D905 (standard test method for strength properties of adhesive bonds in shear by compression loads)
- 8.4 Dry joints, poorly fitted joints or joints where glue appears on a finished surface will not acceptable.
- 8.5 All exposed screws and bolts that are not decorative will be countersunk and plugged for finished appearance
- 8.6 Wood frame must be constructed of solid hardwood free of any defects that may affect the structural integrity of the furniture.
- 8.7 Side chair C1 seat decks - engineered hardwood.
- 8.8 Style A1 & A2 to include 2" webbing woven with 1" spacing.
- 8.9 Style B1, B2, B3 & B4 to include rolled steel plate frame and heat treated latex webbing.

## 9.0 Environmental Attributes

- 9.1 The contractor must remove all packaging and installation waste from the site.
- 9.2 Products and finishes must not emit VOC's or formaldehyde resulting in indoor air concentrations of more than 0.25 mg/m<sup>3</sup>
- 9.3 Only woods, either in solid or veneer form that have been harvested or traded in accordance with the Convention on International Trade in Endangered Species (CITES) must be used.

## 10.0 Warranty

- 10.1 All soft seating is to have a Lifetime warranty on structure except side chair C1 to have minimum 10 year warranty.

## 11.0 Cleaning

- 11.1 Provide adequate cleaning instructions with each product and fabric.

## 12.0 Submittal

- 12.1 Provide complete photographs with detailed chair specification with complete detailed drawings.
- 12.2 Provide product testing summaries for strength and environmental attributes.
- 12.3 A sample chair may be requested for evaluation.

## ANNEX B BASIS OF PAYMENT

- The quoted prices are all-inclusive firm unit prices including ALL necessary labour, tools, equipment, materials, manuals, travel and living costs, transportation, and parts required to do the work. No other charges will be allowed.
- Firm Unit Prices do not include GST/HST. GST/HST will be applied as a separate line item to any invoice issued as a result of a Contract.
- Firm Unit Prices are quoted Incoterms 2000 "DDP Delivered Duty Paid" to each destination site specified, and include all delivery charges, Customs duties and Excises taxes, if applicable.
- **While delivery is required by February 15, 2013, the best delivery that could be offered is \_\_\_\_\_.**

**For the supply, delivery and installation of:**

### 1. Group A

| Item             | Style                           | Qty | Unit of Issue | Firm Unit Price | Extended Price (Qty. x Firm Unit Price) |
|------------------|---------------------------------|-----|---------------|-----------------|---|
| 1                | Figure A1 Arm Chair             | 4   | Each          |                 |   |
| 2                | Figure A1 Arm Chair             | 8   | Each          |                 |   |
| 3                | Figure A1 Arm Chair             | 4   | Each          |                 |   |
| 4                | Figure A1 Arm Chair             | 8   | Each          |                 |   |
| 5                | Figure A2 Sectional 3 seat soft | 2   | Each          |                 |   |
| 6                | Figure A2 Sectional 3 seat soft | 2   | Each          |                 |   |
| 7                | Figure A2 Sectional 3 seat soft | 2   | Each          |                 |   |
| 8                | Figure A2 Sectional 3 seat soft | 2   | Each          |                 |   |
| <b>Sub Total</b> |                                 |     |               |                 |   |

**2. Group B**

| Item             | Style   | Qty | Unit of Issue | Firm Unit Price | Extended Price (Qty. x Firm Unit Price) |
|------------------|---|-----|---------------|-----------------|---|
| 1                | Figure B1 Lounge Chair with Left hand Tablet  | 12  | Each          |                 |   |
| 2                | Figure B1 Lounge Chair with Left hand Tablet  | 10  | Each          |                 |   |
| 3                | Figure B2 Lounge Chair with Right hand Tablet | 12  | Each          |                 |   |
| 4                | Figure B2 Lounge Chair with Right hand Tablet | 10  | Each          |                 |   |
| 5                | Figure B3 Lounge Chair with NO Tablet         | 24  | Each          |                 |   |
| 6                | Figure B4 Three (3) Seat sofalet              | 4   | Each          |                 |   |
| <b>Sub Total</b> |   |     |               |                 |   |

**3. Group C**

| Item             | Style                | Unit of Issue | Qty. | Firm Unit Price | Extended Price (Qty. x Firm Unit Price) |
|------------------|----------------------|---------------|------|-----------------|---|
| 1                | Figure C1 Side Chair | each          | 26   |                 |   |
| <b>Sub Total</b> |                      |               |      |                 |   |

Group A + Group B + Group C = \$ \_\_\_\_\_

HST (12%) \$ \_\_\_\_\_

Total Cost: \$ \_\_\_\_\_



## Annex C

### Soft Seating Location

#### 1. Group A

| Style                             | Code | Quantity | Fabric     | Room #   |
|-----------------------------------|------|----------|------------|----------|
| Figure A1 Arm Chair               | CH4  | 2        | Figure I   | A-2-6-01 |
| Figure A1 Arm Chair               | CH4  | 2        | Figure I   | A-2-6-03 |
| Figure A1 Arm Chair               | CH5  | 4        | Figure II  | A-2-6-01 |
| Figure A1 Arm Chair               | CH5  | 4        | Figure II  | A-2-6-03 |
| Figure A1 Arm Chair               | Ch11 | 4        | Figure III | A-2-6-03 |
| Figure A1 Arm Chair               | CH12 | 8        | Figure IV  | A-2-6-09 |
| Figure A2 Sectional 3 seat Sofa   | SF2  | 1        | Figure I   | A-2-6-01 |
| Figure A2 Sectional 3 seat Sofa   | SF2  | 1        | Figure I   | A-2-6-03 |
| Figure A2 Sectional 3 Seat Sofa   | SF3  | 1        | Figure II  | A-2-6-01 |
| Figure A2 Sectional 3 Seat Sofa   | SF3  | 1        | Figure II  | A-2-6-03 |
| Figure A2 Sectional 3 Seat Sofa 4 | SF   | 2        | Figure III | A-2-6-03 |
| Figure A2 Sectional 3 Seat Sofa   | SF5  | 2        | Figure IV  | A-2-6-09 |

#### 2. Group B

| Style                 | Code  | Quantity | Fabric    | Room #    |
|-----------------------|-------|----------|-----------|-----------|
| Figure B1 Lounge Left | CHL   | 2        | Figure V  | A-15-2-10 |
| Figure B1 Lounge Left | CHL   | 2        | Figure V  | A-15-3-07 |
| Figure B1 Lounge Left | CHL   | 2        | Figure V  | A-15-4-10 |
| Figure B1 Lounge Left | CHL   | 2        | Figure V  | A-15-5-10 |
| Figure B1 Lounge Left | CHL   | 2        | Figure V  | A-15-6-10 |
| Figure B1 Lounge Left | CHL   | 2        | Figure V  | A-15-7-10 |
| Figure B1 Lounge Left | CH14L | 2        | Figure VI | A-19-3-02 |
| Figure B1 Lounge Left | CH14L | 2        | Figure VI | A-19-4-02 |
| Figure B1 Lounge Left | CH14L | 2        | Figure VI | A-19-5-02 |
| Figure B1 Lounge Left | CH14L | 2        | Figure VI | A-19-6-02 |
| Figure B1 Lounge Left | CH14L | 2        | Figure VI | A-19-7-02 |
| Figure B2 Lounge Rt   | CHR   | 2        | Figure V  | A-15-2-10 |
| Figure B2 Lounge Rt   | CHR   | 2        | Figure V  | A-15-3-07 |
| Figure B2 Lounge Rt   | CHR   | 2        | Figure V  | A-15-4-10 |
| Figure B2 Lounge Rt   | CHR   | 2        | Figure V  | A-15-5-10 |
| Figure B2 Lounge Rt   | CHR   | 2        | Figure V  | A-15-6-10 |
| Figure B2 Lounge Rt   | CHR   | 2        | Figure V  | A-15-7-10 |
| Figure B2 Lounge Rt   | CH14R | 2        | Figure VI | A-19-3-02 |

|                               |       |   |           |           |
|-------------------------------|-------|---|-----------|-----------|
| Figure B2 Lounge Rt           | CH14R | 2 | Figure VI | A-19-4-02 |
| Figure B2 Lounge Rt           | CH14R | 2 | Figure VI | A-19-5-02 |
| Figure B2 Lounge Rt           | CH14R | 2 | Figure VI | A-19-6-02 |
| Figure B2 Lounge Rt           | CH14R | 2 | Figure VI | A-19-7-02 |
| Figure B3 Lounge No Tablet    | CH1   | 4 | Figure V  | A-15-2-10 |
| Figure B3 Lounge No Tablet    | CH1   | 4 | Figure V  | A-15-3-07 |
| Figure B3 Lounge No Tablet    | CH1   | 4 | Figure V  | A-15-4-10 |
| Figure B3 Lounge No Tablet    | CH1   | 4 | Figure V  | A-15-5-10 |
| Figure B3 Lounge No Tablet    | CH1   | 4 | Figure V  | A-15-6-10 |
| Figure B3 Lounge No Tablet    | CH1   | 4 | Figure V  | A-15-7-10 |
| Figure B4 Three (3) Seat Sofa | SF1   | 1 | Figure V  | A-2-7-05  |
| Figure B4 Three (3) Seat Sofa | SF1   | 3 | Figure V  | A-15-2-10 |

## 3. Group C

| Style                | Code | Quantity | Fabric     | Room #     |
|----------------------|------|----------|------------|------------|
| Figure C1 Side Chair | CH2  | 4        | Figure VII | A-1-1-3-7  |
| Figure C1 Side Chair | CH2  | 8        | Figure VII | A-2-7-01   |
| Figure C1 Side Chair | CH2  | 2        | Figure VII | A-2-7-05   |
| Figure C1 Side Chair | CH2  | 8        | Figure VII | A-14-1-301 |
| Figure C1 Side Chair | CH2  | 4        | Figure VII | A-15-2-10  |

**NOTE TO BIDDERS:** Please use ONE of the two mailing labels below and affix it securely to the outside of the envelope or package containing your bid submitted by mail or courier. For bids submitted by facsimile (Bid receiving fax (604) 775-7526), use this sheet as the cover sheet. Always ensure your company name, return address, open bidding solicitation number and closing date appear legibly on the outside of your bid submission.

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**Solicitation Closes at : December 14, 2012**  
**on : 2:00pm**

-----  
**Réception des soumissions**  
**Travaux publics et services gouvernementaux Canada**  
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**N° de l'invitation : EP707-132371/A**

**La réception des soumissions prend fin le : 14 decembre, 2012**  
**à : 2:00pm**  
-----

ANNEX A-1  
SOFT SEATING

**GROUP A**

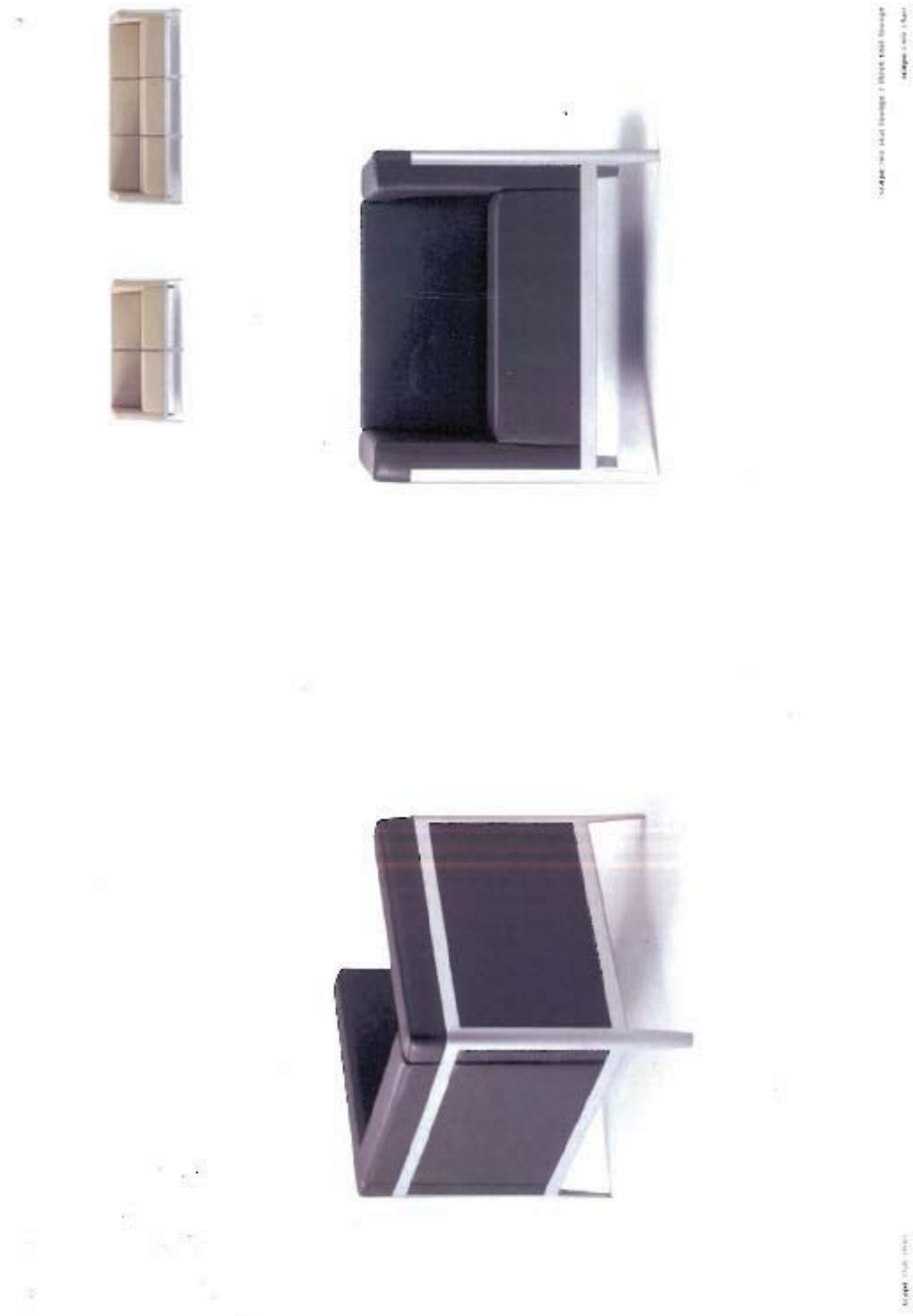


FIGURE A1 – Arm Chair

ANNEX A-1  
SOFT SEATING



Figure A2 – Sectional Three (3) Seat Sofa

**GROUP B**



Figure B2 – Lounge Chair with Tablet (Right Tablet shown)  
(Figure B1 will have Tablet on Left Side)

ANNEX A-1  
SOFT SEATING



Figure B3 – Arm Chair/no tablet

ANNEX A-1  
SOFT SEATING



Figure B4 – Three (3) Seater Sofa (Seat Pan to be metal)

**GROUP  
C**



ANNEX A-1  
SOFT SEATING

Figure C1 – Side Chair



Figure I Upholstery - Charcoal



Figure II Upholstery - Green



ANNEX A-1  
SOFT SEATING

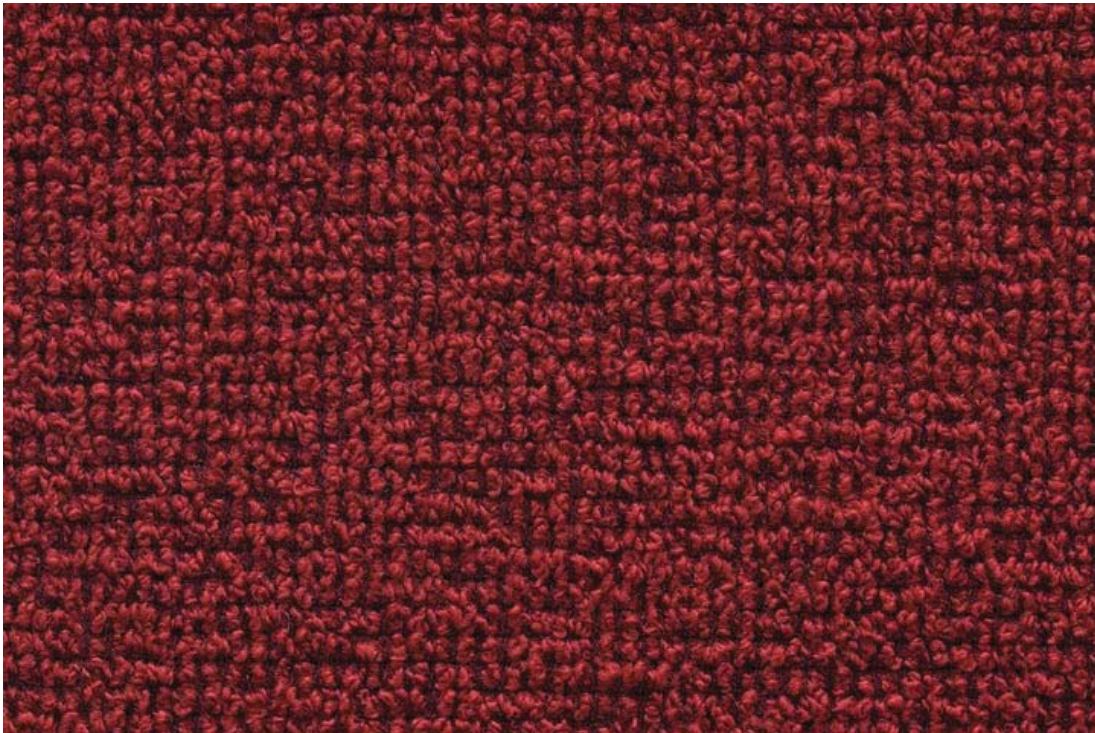


Figure III Upholstery - Red

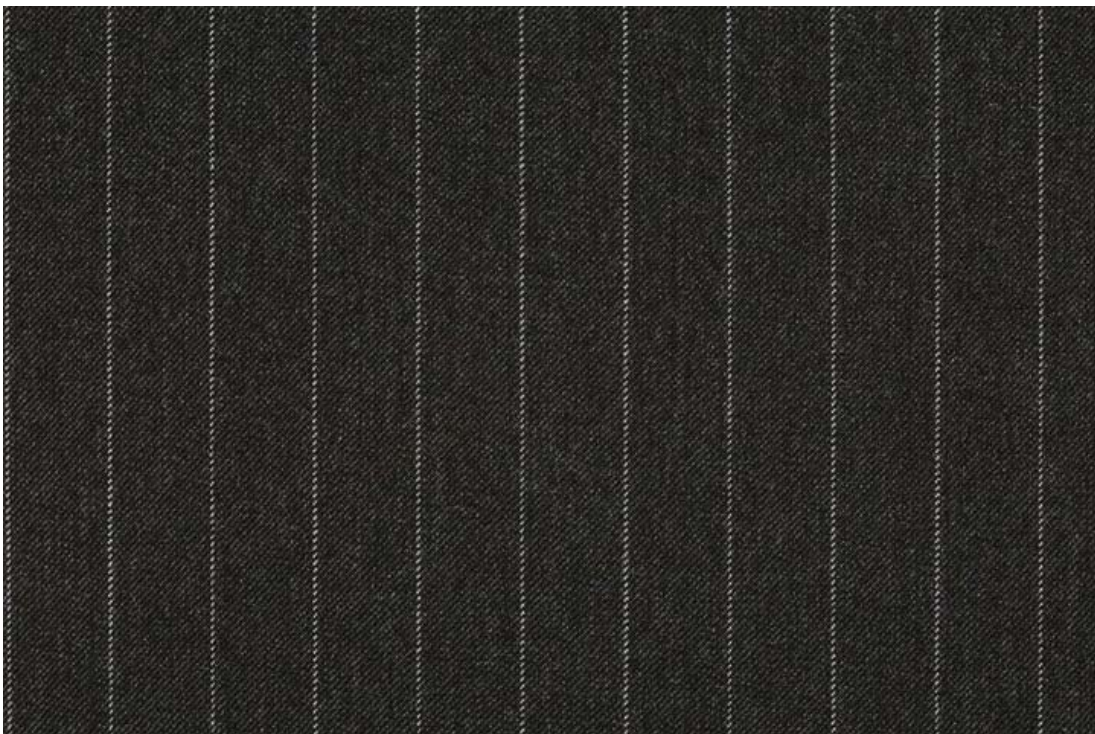


Figure IV Upholstery – Charcoal Pinstripe

ANNEX A-1  
SOFT SEATING

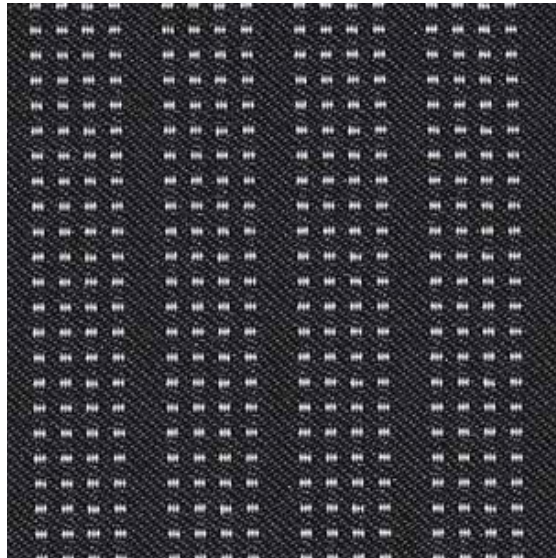


Figure V Upholstery – Charcoal Mini Stripe

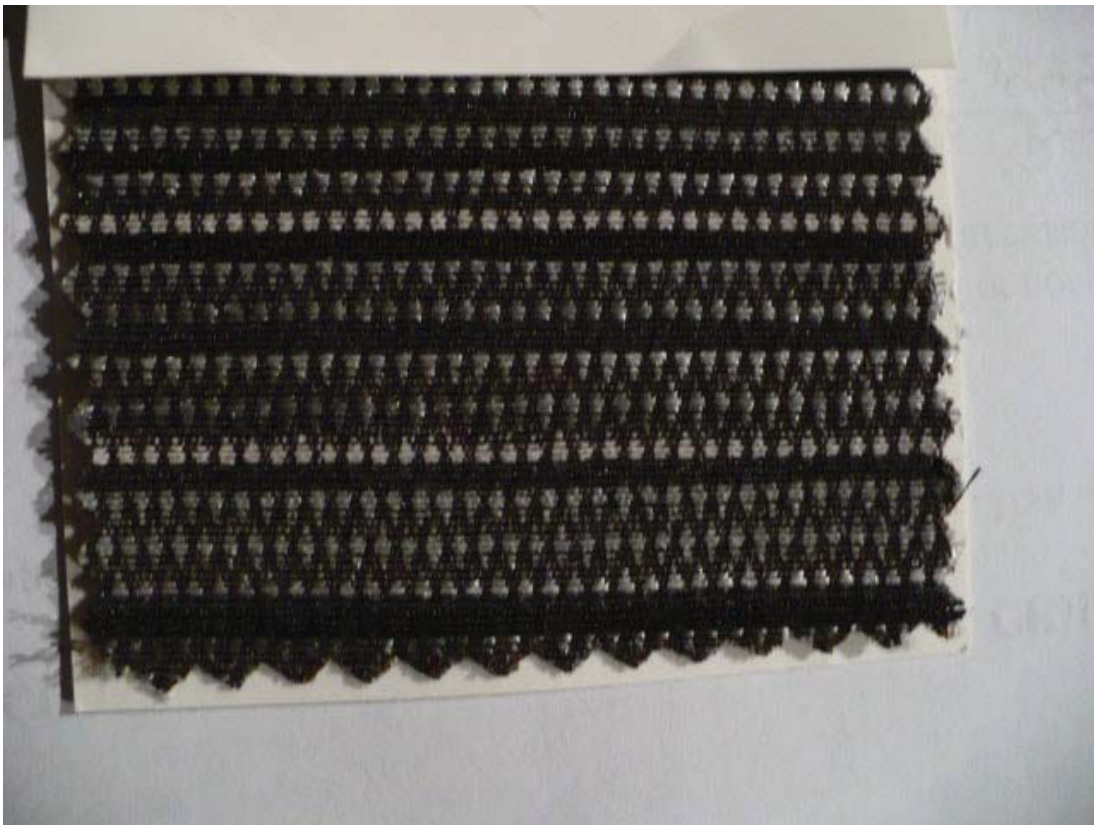


Figure VI Upholstery – Charcoal Multi Stripe



ANNEX A-1  
SOFT SEATING



Figure VII  
PU Leather Similar to:  
Maharam, Alloy 466064, Colour: 018 Mercury