

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC

**11 Laurier St./11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776**

Request For a Standing Offer Demande d'offre à commandes

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Furniture Division/Division des produits de l'ameublement
11 Laurier St. / 11, rue Laurier
6B1, Place du Portage
Gatineau
Québec
K1A 0S5

Title - Sujet SOFT SEATING -FAUTEUIL COLLABORATIF		
Solicitation No. - N° de l'invitation EP731-123071/D		Date 2013-04-29
Client Reference No. - N° de référence du client 20123071		GETS Ref. No. - N° de réf. de SEAG PW-\$\$PQ-419-62653
File No. - N° de dossier pq419.EP731-123071	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-05-13		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein		
Address Enquiries to: - Adresser toutes questions à: Gauthier, Claire		Buyer Id - Id de l'acheteur pq419
Telephone No. - N° de téléphone (819)956-0938 ()		FAX No. - N° de FAX (819)956-5706
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes		
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.		

Instructions: See Herein

Instructions: Voir aux présentes

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

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Solicitation No. - N° de l'invitation

EP731-123071/D

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pq419

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

20123071

File No. - N° du dossier

pq419EP731-123071

CCC No./N° CCC - FMS No/ N° VME

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- | | |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses: |
| | 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Requirement, the Basis of Payment and any other annexes.

2. Summary

2.1 Requirement

To establish one Regional Master Standing Offer (RMSO) for the supply, delivery and installation of Collaborative Seating for the following locations:

22 Eddy Street, Gatineau, Quebec.
 30 Victoria Street, Gatineau, Quebec.
 90 Elgin Street, Ottawa, Ontario.

Offerors must fulfill the requirement in accordance with Annex A to be available for supply on a regional basis on behalf of Public Works and Government Services Canada (PWGSC) for the Real Property Branch (RPB) of PWGSC on the behalf of multiple end users.

2.2 Code of Conduct

Pursuant to section 01 of Standard Instructions 2006, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form.

2.3 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Canada-Peru FTA, Canada-Colombia FTA, the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2013-01-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

1.1 SACC Manual Clauses

M1004T (2011-05-16) Condition of Material

M0019T (2007-05-25) Firm Price and/or Rates

2. Submission of Offers

Offers 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 Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

2.1 Offerors resubmitting

Offerors who submitted an offer for solicitation EP731-123071/B may inform the Standing Offer Authority, in writing, if they want that offer to be evaluated for this solicitation EP731-123071/E. The Offeror must send an email to the Standing Offer Authority, by bid closing, with the following information:

- A statement declaring the offer previously submitted will remain unchanged and requesting that it be evaluated for the new solicitation.
- Both solicitation numbers representing the original solicitation and the new solicitation.

The Standing Offer Authority reserves the right to clarify any information in the email prior to bid closing.

The Standing Offer Authority will not accept any changes to the offer previously submitted in this format. Any changes to the previous offer must be submitted as a new Offer for the new solicitation.

If an Offeror does not send an e-mail or does not submit a new offer by bid closing, then no offer will be evaluated for the new solicitation.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (3 hard copies and/or 2 soft copies on CD/DVD format)

Section II: Financial Offer (1 hard copy and 1 soft copy on CD/DVD format)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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 Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Goods and Services Tax, Quebec Sales Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:
VISA _____
Master Card _____
- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada and 4t   will evaluate the offers.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

1.1.1.	Mandatory Technical Specifications Criteria (MTS)
MTS1	<p><u>MTS1</u> The Bidder must submit descriptive information* that indicates the dimensions (width, depth, height) and the seat height above finished floor for Chair #10 only including an illustration for the items listed below:</p> <p>1. Chair #3 of Annex B – Basis of Payment Lounge chair with a curved back with dimensions: min. 679mm W to max. 806mm W x min. 648mm D to max. 806mm D x min. 737mm H to max. 889mm H (min. 26¾"W to max. 31 ¾"W x min. 25½"D to max. 31¾"D x min. 29"H to max. 35"H) +/-13 mm (1/2"). The chair must represent the 'design intent' of Annex B.</p> <p>2. Chair #4 of Annex B – Basis of Payment Tablet lounge chair with dimensions: min. 711mm W to max. 813mm W x min. 610mm D to max. 806mm D x min. 737mm H to max. 806mm H (min. 28"W to max. 32"W x min. 24"D to max. 31¾"D x min. 29"H to max. 31¾"H) +/-13 mm (1/2"). The chair must represent the 'design intent' of Annex B.</p> <p>3. Chair #10 of Annex B – Basis of Payment Dining chair with arms. Seat height must be between 432mm-508mm (17"-20") +/-13mm (1/2") above finished floor. The chair must represent the 'design intent' of Annex B.</p> <p><i>*Descriptive Information can be provided in the form of a price list, specification guide, catalogue or other as long as the dimensions and illustrations required above are provided.</i></p>

1.2 Financial Evaluation

1.2.1	Mandatory Financial Criteria (MFC)
MFC1	<p><u>MFC1.1</u> The Offeror must submit the completed table at Annex B – Basis of Payment.</p> <p><u>MFC1.2</u></p>

To demonstrate MFC1.1 Offerors must submit their pricing in accordance with Part 3 Financial Offer of this solicitation in **hard copy**.

2. Basis of Selection

An offer must comply with the requirement of the RFSO and meet all mandatory specifications to be declared responsive. The responsive offer with the lowest aggregate unit price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

1.1.1 By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation hereinafter mentioned will assist Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

2.1 Federal Contractors Program - Certification

The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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 offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

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

The Offeror or the member of the joint venture

- () 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;
- () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- () 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), in which case a duly signed certificate of commitment is attached;
- () is subject to FCP, and has a valid certificate number as follows: _____ **(e.g. has not been declared an ineligible contractor by HRSDC).**

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

2.2 Product Conformance

The Offeror certifies that all the products offered conform, and will continue to conform throughout the duration of the Standing Offer, to all specifications of, and meet the testing requirements detailed in Annex A.

Offeror's Signature

Date

2.3 Dealer Authorization

If the Offeror is not the manufacturer of the products proposed, but is submitting an offer offering products of the manufacturer, the Offeror must be an Authorized Dealer of the manufacturer for whom the Offeror is acting.

The Offeror must also provide, as part of its offer, a letter of authorization from the Manufacturer that it claims to represent. The letter must be an original, under the letterhead of the prime Manufacturer, it confirming that the Offeror is in fact the authorized agent/distributor.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

2.1 General Conditions

2005 (2013-01-28) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a monthly basis to the Standing Offer Authority.

The data must be submitted to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period in Excel 2000-2003 compatible format (.xls).

A detailed and current record of all Call-ups must be kept and submitted with the following information:

- i) the Call-up reference number;
- ii) a title or a brief description to explain the Call-up details (this must include at a minimum the component's model number);
- iii) the amount (GST or HST extra) specified in the Call-up (as last amended, as applicable);
- v) the active status of each Call-up, as applicable.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award to 3 years after. The Offeror is to coordinate all deliveries with the Project Authority.

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) year period, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Claire Gauthier
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Commercial and Consumer Products Directorate
6B3, Place du Portage, Phase III
11Laurier St

Telephone: 819-956-0938

Facsimile: 819-956-5706

E-mail address: claire.gauthier@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

4.2 Project Authority

The Project Authority for the Standing Offer is **(will be completed at Standing Offer award)**:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

4.3 Offeror's Representative (to be completed by Offeror)

Name: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is only: Real Property Branch of Public Works and Government Services Canada (PWGSC) in the National Capital Area (NCA).

6. Call-up Procedures

6.1. Identified Users must document their procurement action based on contracting policies and procedures set in place by Treasury Board.

6.2. Authorized Call-ups against this Standing Offer must be made using duly completed forms identified in Paragraph 7, Call-Up Instrument, by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.

6.3. No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.

6.4. Only the goods identified in the Electronic price list (Annex "B" of the Standing Offer) are authorized for call-up.

6.5. If by error or omission the Identified User fails to apply the correct price as listed in the Electronic price list or applies them improperly, it will be the responsibility of the supplier to notify the Identified User of any error prior to delivery.

6.6. Any modifications to the original call-up must be supported by the issuance of a subsequent form in accordance with the Standing Offer terms and conditions in effect at the time of call-up.

6.7. Call-up documents must make reference to a unique and sequential internal requisition number.

6.8. Numbering of Call-ups paid for by Acquisition Cards.

For audit purposes, it is recommended that Identified Users number call-ups paid for by acquisition cards according to a unique and sequential numbering system. The following format is suggested (XXXX-YYMMDD-SS). XXXX represents the four last digits of the credit card number; YYMMDD represents the date of the order and; SS represents a sequential number for orders placed the same day.

7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-Up Against a Standing Offer.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Applicable Sales Tax included).

For individual call-ups against the Standing Offer exceeding \$50,000.00 (Applicable Sales Tax included), the Standing Offer Authority will issue the Call-up on the Identified Users behalf.

9. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2013-01-28), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2012-11-19) ; General Conditions - Goods (Medium Complexity)
- e) Annex A, General Statement of Requirement;
- f) Annex A-1, Requirement for Collaborative Seating
- g) Annex A-2, LEED Environmental Criteria
- h) Annex B, Basis of Payment ;
- i) Annex C, Minimal health and safety requirements for access to a construction site;
- j) the Offeror's offer dated _____

10. Certifications

10.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

10.2 Product Conformance Certification

The Contractor warrants that the Product Conformance Certification submitted by the Contractor is accurate and complete, and that the products provided under this Contract are in accordance with Annex A - Requirement. The Contractor must keep proper records and documentation relating to the product conformance and the Testing Requirements in Annex A. The Contractor must not, without obtaining the prior written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of the Contract or the expiry date of the Warranty, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts.

Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to this contract.

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

10.3 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.

11. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

12. Minimal health and safety requirements for access to a construction site

The winner Contractor must have the Minimal health and safety requirements for access to a construction site as per Annex "C"

12.1 For Quebec buildings, Annex "C" must be followed in its entirety.

12.2 For Ontario buildings, omit, Construction Health and Safety Basics program (3 days), but complete the rest of Annex "C".

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Requirement

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

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

Section 09 - Warranty of general conditions 2010A is amended as follows:

DELETE: The warranty period will be twelve (12) months.

INSERT: The warranty period will be ten (10) years, with the exception of user adjustable components, which must have a warranty of five (5) years

Section 09 - Warranty of general conditions 2010A, is amended by deleting subsection 2 in its entirety and replacing it with the following:

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.

Section 16 - Interest on Overdue Accounts of general conditions 2010A will not apply to payments made by credit cards.

All other provisions of the warranty section remain in effect.

INSERT:

Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

3. Term of Contract

3.1 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

4. Payment

4.1 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. Customs duties are included and Goods and Services Tax, Quebec Sales 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 Standing Offer Authority before their incorporation into the Work.

4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-06) Limitation of Price

4.3 Single Payment

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

4.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30) T1204 – Direct Request by Customer Department

4.5 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

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.

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.

One (1) copy must be forwarded to the Standing Offer Authority identified under the section entitled "Authorities" of the Standing Offer.

6. Shipping Instructions

Goods must be consigned to the destination specified in the Call-up and delivered:

Delivered Duty Paid (Destination), Incoterms 2000 for shipments from a commercial contractor.

There is a loading dock for a 50' (15.24m) tractor trailer, but successful offeror must inspect the loading dock prior to arranging delivery of goods, to ensure the trailer does not block street traffic.

All deliveries must be after hours e.g. 5:01pm onward.

Installation during regular business hours 8:00am to 4:00pm

Normal Working hours is defined as Monday through Friday 7:00am to 5:00pm.

After Normal Working hours is defined as Monday through Friday 5:01pm to 6:59am, Saturdays, Sundays and Statutory Holidays.

7. Installation Services

The Contractor must provide, as a minimum, the following installation services for the products supplied:

1. Receive, unload, store and transport all products/pieces to the staging and/or installation area;
2. Unpack all pieces and inspect products for shipping damage;
3. Install all products in accordance with the manufacturers specifications;
4. Ensure all other products function properly and make minor adjustment/repairs;
5. Touch up all minor nicks and scratches on the furniture that may have occurred during installation;
6. Clean the product once installed;
7. Clean up the installation site. The site must present a neat, orderly and workmanlike appearance at all times. This must be accomplished by the removal of scrap material, debris and the like from the site, as frequently as is necessary and;

8. Upon completion of the installation and at the request of the Project Authority, the Contractor (or the authorized representative) must walk through the installation area with the Project Authority to verify the operating condition of all product in accordance with the deficiency procedures.

8. Post Installation Procedures

The Contractor must adhere to the following Post Installation procedures:

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

9. Deficiency Procedures

If any deficiencies are discovered the following procedures must be adhered to:

1. The Project Authority in consultation with the Contractor must prepare the deficiency list documenting all problems in every area;
2. The deficiency list must be forwarded by the Project Authority to the Contractor;
3. Within three business days of receipt of this deficiency list, the Contractor must complete all minor deficiencies and make all adjustments not requiring new parts;
4. For all deficiencies other than those identified in point 7, the Contractor must submit the plan of action with delivery dates or completion dates within fourteen calendar days from receipt of the deficiency list from the Project Authority; and
5. The Contractor must notify the Project Authority when all deficiencies have been completed. If satisfied, the Project Authority must provide the Contractor a final sign-off that the deficiencies have been satisfied.

Solicitation No. - N° de l'invitation

EP731-123071/D

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pq419

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

20123071

File No. - N° du dossier

pq419EP731-123071

CCC No./N° CCC - FMS No/ N° VME

ANNEX "A"

GENERAL STATEMENT OF REQUIREMENT

The Contractor will supply, deliver and install the Work detailed in all parts of Annexes A (Annex A, A-1, A-2).

The Contractor is responsible for ensuring that its goods and services listed in its proposal fully comply with the requirements of the Standing Offer and in particular, the Contractor is responsible for ensuring that the goods fully furnish and correspond to all parts of Annex "A". In the event the Contractor omitted to include, in its offer, goods or services required to completely furnish all parts of Annex "A", the Contractor must supply, deliver and install/perform the missing goods/services at no additional cost to Canada.

Annex A-1
Requirement for
COLLABORATIVE SOFT SEATING FURNITURE

1.SCOPE OF WORK

- 1.1. This specification is for the supply, delivery and installation of soft seating & screens within open common areas, and closed offices and seating within lunch rooms.
- 1.2. Product need not all be from the same manufacturer.
- 1.3. All products must be new.

2. REFERENCES

- 2.1. American National Standards Institute (ANSI) / Business and International Furniture Manufacturers Association (BIFMA International)
 - 2.1.1. ANSI/BIFMA x 5.4 - American National Standard for Office Furnishings - Lounge Seating - Tests.
 - 2.1.2. ANSI/BIFMA X5.6 , American National Standard For Office Furnishings - Panels Systems - Tests.
 - 2.1.3. ANSI/BIFMA M7.1-, American National Standard For Office Furnishings - Standard Test Method For determining VOC Emissions From Office Furniture Systems, Components and Seating.
- 2.2. California Department of Consumer Affairs
California Technical Bulletin 117 - Requirement Test Procedure and Apparatus for Testing the Flame Retardance of Resilient Filling Materials Used in Upholstered Furniture
- 2.3. Association of Contract Textiles (ACT)
 - 2.3.1. Textiles Performance Guidelines
- 2.4. Canadian General Standards Board (CGSB)
- 2.5. Canadian Green Building Council - Commercial Interiors LEED Canada-CI Version 1.0.
- 2.6. FSC (Forest Stewardship Council)

NOTE: Reference to the above publications, or test methods, is to the latest issue unless otherwise specified.

3. PERFORMANCE REQUIREMENTS

- 3.1. The finished products must be stable, uniform in quality, style, material and workmanship and be clean and free from defects that may affect appearance, serviceability and safety.
- 3.2. External surfaces must be smooth and all edges must be rounded and/or beveled. All accessible surfaces must be free from sharp edges, burrs and any other hazards to safety.

4. TEST REQUIREMENTS

- 4.1. All ANSI/BFMA tests only must be completed at an acceptable testing facility. An independent testing laboratory and/or a company owned laboratory are acceptable provided that the laboratory has been accredited by a nationally recognized body such as Standards Council of Canada, A2LA (American Association for Laboratory Accreditation) or is listed on the Canadian General Standards Board (CGSB) Laboratory Acceptance Program.
- 4.2. Seating – All seating shall meet the requirements of this specification and the acceptance levels of the performance tests described in ANSI/BIFMA X5.4.
- 4.3. Screens – All screens must meet the acceptance criteria provided in ANSI/BIFMA X5.6 when tested in accordance with the appropriate tests from the referenced standard.
- 4.4. Flammability - All applicable components shall comply with California Technical Bulletin 117.
- 4.5. Upholstery - The fabric used to upholster the chairs shall at least meet the ACT textile performance Guidelines for upholstery and shall pass its applicable testing requirements and acceptance levels.

5. PRODUCTS

5.1. SEATING:

5.1.1. SEATING MATERIALS & COMPONENTS

5.1.1.1 Fabric:

- 5.1.1.1.1 Fabric must meet the following category requirements of the Association for Contract Textiles (ACT) Voluntary Performance Guidelines: Wet + Dry Crocking, Physical Properties, Flammability; and Colorfastness to Light.
- 5.1.1.1.2 Fabric for the chair offered must have an abrasion resistance rating of 75,000 double rubs (DR) or more.
- 5.1.1.1.3 Fabric must be a minimum of two grades above the manufacturer's lowest standard fabric grade as published in the manufacturer's price guide.
- 5.1.1.1.4 Must have the option of stain resistant fabric.
- 5.1.1.1.5 All finishes, fabric colour & pattern T.B.D. by designer from manufacturer's full range.
- 5.1.1.1.6 Patterns must align at seams.

5.1.1.2 Base/exposed frame:

5.1.1.2.1 Metal finish.

5.1.1.2.2 Painted components must be finished with powder coat paint.

5.1.1.2.3 Solid or veneer to be FSC (Forest Stewardship Council) certified requiring a FSC Chain of Custody certificate.

5.1.1.3 Seat/back Material:

5.1.1.3.1 Fabric

5.1.1.3.2 Urethane type: Seat/back material must be reinforced plastic and / or polyamide

5.1.1.3.3 Molded construction flexible polyurethane must be used for the seat.

5.1.1.3.4 Solid or veneer to be FSC (Forest Stewardship Council) certified requiring a FSC Chain of Custody certificate and must have a clear finish, and be free from open knots.

5.1.1.4 Line Drawings:

5.1.1.4.1 Refer to line drawings as shown in Annex B.

5.2 SEATING TYPES**5.2.1 Collaborative - Seat #1a & 1b****5.2.1.1 1a & 1b Description:**

5.2.1.1.1 Lounge Chair.

5.2.1.1.2 Enclosed upholstered outer frame.

5.2.1.1.3 Back and seat cushions must be fixed or have Velcro attachment.

5.2.1.1.4 Fully upholstered with stitch detailing for a tailored look.

5.2.1.1.5 Must have four legs. Legs can be rectilinear or square or other options.

5.2.1.1.6 Armrest profile must be straight on the exterior, and have a tailored profile.

5.2.1.1.7 Style must coordinate with Collaborative – Seat #2a & Seat #2b'.

5.2.1.2 1a Finishes:

5.2.1.2.1 Stain resistant fabric to meet LEED requirements.

5.2.1.2.2 Legs and frame to be metal or wood or wood veneer.

5.2.1.2.3 Finish to match Collaborative – Seat #2a

5.2.1.3 1b Finishes:

5.2.1.3.1 Upholstery to appear like leather and meet LEED requirements.

5.2.1.3.2 Legs and frame to be metal or wood or wood veneer.

5.2.1.3.3 Finish to match Collaborative – Seat #2b

5.2.1.4 1a &1b Dimensions:

- 5.2.1.4.1 Overall dimensions: min. 787mm W to max. 915mm W x min. 711mm D to max. 762mm D x min. 686mmH to max. 762mmH (min. 31"W to max. 36"W x min. 28"D to max. 30"D x min. 27"H to max. 30"H) +/-13 mm (1/2").
- 5.2.1.4.2 Seat height must be between 406mm - 508mm (16" - 20") +/-13 mm (1/2") above finished floor.

5.2.2 Collaborative - Seat #2a &2b

5.2.2.1 2a &2b Description:

- 5.2.2.1.1 Two seat lounge sofa
- 5.2.2.1.2 Enclosed upholstered outer frame.
- 5.2.2.1.3 Back and seat cushions must be fixed or have Velcro attachment.
- 5.2.2.1.4 Fully upholstered with stitch detailing for a tailored look.
- 5.2.2.1.5 Must have a minimum of four legs. Legs can be rectilinear or square or other options.
- 5.2.2.1.6 Armrest profile must be straight on the exterior, and have a tailored profile.
- 5.2.2.1.7 Style to match Collaborative – Seat #1a & Seat #1b'.

5.2.2.2 2a Finishes:

- 5.2.2.2.1 Stain resistant fabric to meet LEED requirements.
- 5.2.2.2.2 Legs and exposed frame to be metal or wood or wood veneer.
- 5.2.2.2.3 Finish must match Collaborative – Seat #1a

5.2.2.3 2b Finishes:

- 5.2.2.3.1 Leather look fabric to meet LEED requirements.
- 5.2.2.3.2 Legs and frame to be metal or wood or wood veneer.
- 5.2.2.3.3 Finish must match Collaborative – Seat #1b

5.2.2.4 2a &2b Dimensions:

- 5.2.2.4.1 Overall dimensions: min. 1562mm W to max. 1981mm W x min. 711mm D to max. 762mm D x min. 686mm H to max. 762mm H (min. 61.5"W to max. 78"W x min. 28"D to max. 30"D x min. 27"H to max. 30"H) +/-13mm (1/2").
- 5.2.2.4.2 Seat height must be between 406mm - 508mm (16" - 20") +/-13 mm (1/2") above finished floor.

5.2.3 Collaborative - Seat #3

5.2.3.1 Description:

- 5.2.3.1.1 Lounge chair with a curved back.
- 5.2.3.1.2 Back and seat cushions must be fixed or have Velcro attachment.
- 5.2.3.1.3 Fully upholstered with stitch detailing for a tailored look.

- 5.2.3.1.4 Base can be exposed. If base is exposed, the base must be a cylindrical or square or X shape base or four legs. Can have the option to swivel. Swivel return to 0 degrees.
- 5.2.3.1.5 Armrest profile must be straight on the exterior, and have a tailored profile.
- 5.2.3.2 Finishes:
 - 5.2.3.2.1 Stain resistant fabric to meet LEED requirements.
 - 5.2.3.2.2 Base/legs to be polished or brushed metal finish
- 5.2.3.3 Dimensions:
 - 5.2.3.3.1 Overall dimensions: min. 679mm W to max. 806mm W x min. 648mm D to max. 806mm D x min. 737mm H to max. 889mm H (min. 26¾"W to max. 31 ¾"W x min. 25½"D to max. 31¾"D x min. 29"H to max. 35"H) +/-13 mm (1/2").
 - 5.2.3.3.2 Seat height must be between 406mm - 508mm (16" - 20") +/-13mm (1/2") above finished floor.
- 5.2.4 Collaborative - Seat #4
 - 5.2.4.1 Description:
 - 5.2.4.1.1 Tablet lounge chair
 - 5.2.4.1.2 Enclosed upholstered outer frame.
 - 5.2.4.1.3 Back and seat cushions must be fixed or have Velcro attachment.
 - 5.2.4.1.4 Fully upholstered for a tailored look.
 - 5.2.4.1.5 Must have a minimum of two casters and two legs or four casters of which two must be locking.
 - 5.2.4.1.6 Armrest profile must be straight on the exterior, and have a tailored profile.
 - 5.2.4.1.7 Must have a universal, left or right hand tablet arm that must be adjustable or rotate.
 - 5.2.4.2 Finishes:
 - 5.2.4.2.1 Stain resistant fabric to meet LEED requirements.
 - 5.2.4.2.2 When legs are provided legs must be metal finish, or wood or wood veneer.
 - 5.2.4.2.3 Tablet arm surface must be wood, wood veneer or laminate finish with coordinating edge material.
 - 5.2.4.3 Dimensions:
 - 5.2.4.3.1 Overall dimensions: min. 711mm W to max. 813mm W x min. 610mm D to max. 806mm D x min. 737mm H to max. 806mm H (min. 28"W to max. 32"W x min. 24"D to max. 31¾"D x min. 29"H to max. 31¾"H) +/-13 mm (1/2").
 - 5.2.4.3.2 Seat height must be between 406mm - 508mm (16" - 20") above finished floor.

5.2.5 Collaborative - Seat #5

5.2.5.1 Description:

- 5.2.5.1.1 Tablet chair with a curved back.
- 5.2.5.1.2 Enclosed upholstered outer frame.
- 5.2.5.1.3 Back and seat cushions must be fixed or have Velcro attachment.
- 5.2.5.1.4 Fully upholstered for a tailored look.
- 5.2.5.1.5 Must have a minimum of two casters and two legs or four casters of which two must be locking.
- 5.2.5.1.6 Must have a universal, left or right hand tablet arm that must be adjustable or rotate.
- 5.2.5.1.7 Must have fixed back, seat and armrests.

5.2.5.2 Finishes:

- 5.2.5.2.1 Stain resistant fabric to meet LEED requirements.
- 5.2.5.2.2 Exposed base/legs to be metal finish, or wood or wood veneer.
- 5.2.5.2.3 Tablet arm surface must be wood, wood veneer or laminate finish with coordinating edge material.

5.2.5.3 Dimensions:

- 5.2.5.3.1 Overall dimensions: min. 711mm W to max. 813mm W x min. 610mm D to max. 806mm D x min. 737mm H to max. 889mm H (min. 28"W to max. 32"W x min. 24"D to max. 31¾"D x min. 29"H to max. 35"H) +/-13 mm (1/2").
- 5.2.5.3.2 Seat height must be between 406mm - 508mm (16" - 20") above finished floor.

5.2.6 Collaborative - Seat #6

5.2.6.1 Description:

- 5.2.6.1.1 Ganging banquette seating.
- 5.2.6.1.2 Upholstered backrest or bolster & seat with stitch detailing for a tailored look.
- 5.2.6.1.3 Upholstery on seat and backrest or bolster must allow for contrasting fabrics.
- 5.2.6.1.4 Front edge of seat must feature a radius or waterfall edge minimum 25mm R (1"R).
- 5.2.6.1.5 Clean architectural lines to create a bold, modern aesthetic.
- 5.2.6.1.6 No arms.
- 5.2.6.1.7 Wide, flat surface on seats, and backs.
- 5.2.6.1.8 Patterns must align at seams.
- 5.2.6.1.9 Must have a minimum of four legs with leveling glides adjust for installations on uneven floors. Legs can be rectilinear, or square or round or other options. Adjustability range to be a minimum +/-13 mm (1/2").

5.2.6.2 Finishes:

- 5.2.6.2.1 Stain resistant fabric to meet LEED requirements.

5.2.6.2.2 Legs must be metal.

5.2.6.3 Dimensions:

- 5.2.6.3.1 Overall width: overall width to be consistent, but total seat arrangement width to be min. 1676mm W to 1905mm W (min. 66" W to max 75" W). Individual units can be ganged together to create total overall width. Individual dimensions must range between min. 610mm W to max. 1929mm W (min. 24" W to 75" W). Tolerance of +/-13mm (1/2").
- 5.2.6.3.2 Overall seat depth must be between 483mm D to 584mm D. (min. 19" D to max. 23" D). Tolerance of +/-13mm (1/2").
- 5.2.6.3.3 Overall height must be between 737mm H to max. 1321mm H (min. 29" H to max. 52" H) +/-13mm (1/2") above finished floor.
- 5.2.6.3.4 Seat height must be between 406mm - 508mm (16" - 20") +/-26mm (1") above finished floor.

5.2.7 Collaborative - Seat #7

5.2.7.1 Description:

- 5.2.7.1.1 Ganging banquette with high back/screen.
- 5.2.7.1.2 Design criteria must match Collaborative – Seat #6
- 5.2.7.1.3 Seating to have high back or add on screen option to create privacy.
- 5.2.7.1.4 Must have corner units to create an 'L' shape.
 - 5.2.7.1.4.1 Corner unit to be square.
 - 5.2.7.1.4.2 No back/screen is required.
 - 5.2.7.1.4.3 Overall seat depth to match Seat #6.

5.2.7.2 Finishes:

- 5.2.7.2.1 Finishes criteria must match Collaborative – Seat #6.

5.2.7.3 Dimensions:

- 5.2.7.3.1 Width, depth and seat height must match Collaborative – Seat #6 and;
- 5.2.7.3.2 Overall height must be between 1092mm H to max. 1321mm H (min. 43" H to max. 52" H) +/-26mm (1") above finished floor.

5.2.8 Collaborative - Seat #8a & 8b

5.2.8.1 8a & 8b Description:

- 5.2.8.1.1 Bar stool
- 5.2.8.1.2 One piece back and seat.
- 5.2.8.1.3 Must have sled base or four legs (rectilinear, square or round).
- 5.2.8.1.4 No arms.
- 5.2.8.1.5 Must have foot rest.
- 5.2.8.1.6 Waterfall edge.

5.2.8.2 8a Finishes:

- 5.2.8.2.1 Non-perforated molded plastic seat and back. Urethane type: Seat/back material must be reinforced plastic and / or polyamide. Colour T.B.D by designer from manufacturer's full range.
- 5.2.8.2.2 Base or legs and frame must be metal.
- 5.2.8.3 8b Finishes:
 - 5.2.8.3.1 Seat and back to be molded FSC wood veneer. Veneer T.B.D by designer from manufacturer's full range.
 - 5.2.8.3.2 Base or legs and frame must be metal.
- 5.2.8.4 Dimensions 8a&8b:
 - 5.2.8.4.1 Seat height must be between min. 711mm H to max. 813mm H (min. 28" H to max. 32" H).
- 5.2.9 Collaborative - Seat #9a &9b
- 5.2.9.1 9a & 9b Description:
 - 5.2.9.1.1 Dining Chairs
 - 5.2.9.1.2 One piece back and seat.
 - 5.2.9.1.3 Must have 4 legs (rectilinear, square or round).
 - 5.2.9.1.4 No arms.
 - 5.2.9.1.5 Must be stackable.
 - 5.2.9.1.6 Waterfall edge.
 - 5.2.9.1.7 Seat #9a must coordinate with Collaborative – Seat #8a.
 - 5.2.9.1.8 Seat #9b must coordinate with Collaborative – Seat #8b.
- 5.2.9.2 9a Finishes:
 - 5.2.9.2.1 Non-perforated molded plastic seat and back. Urethane type: Seat/back material must be reinforced plastic and / or polyamide. Colour T.B.D by designer from manufacturer's full range.
 - 5.2.9.2.2 Base or legs and frame must be metal.
 - 5.2.9.2.3 Finishes must match Collaborative – Seat #8a.
- 5.2.9.3 9b Finishes:
 - 5.2.9.3.1 Seat and back to be molded FSC wood veneer. Veneer T.B.D by designer from manufacturer's full range.
 - 5.2.9.3.2 Base or legs and frame must be metal.
 - 5.2.9.3.3 Finishes must match Collaborative – Seat #8b.
- 5.2.9.4 9a&9b Dimensions:
 - 5.2.9.4.1 Seat height must be between 432mm-508mm (17"-20") +/- 13mm (1/2") above finished floor.
 - 5.2.9.4.2 Overall seat depth must be between 406mm D to 508mm D. (min. 16" D to max. 20" D). Tolerance of +/-13mm (1/2").
- 5.2.10 Collaborative - Seat #10

5.2.10.1 Description:

- 5.2.10.1.1 Dining chair with arms.
- 5.2.10.1.2 Upholstered or non-upholstered backrest must be one continuous rounded surface that wraps around the back to incorporate the armrest.
- 5.2.10.1.3 Must be upholstered or may have an upholstered seat pad supported by a molded seat shell.
- 5.2.10.1.4 Base can be: X shape base, or pedestal base, or four legs (rectilinear, or square, or round).

5.2.10.2 Finishes:

- 5.2.10.2.1 When upholstered, upholstery must be stain resistant fabric to meet LEED requirements.
- 5.2.10.2.2 Molded Plastic or plywood shell finish/ colour T.B.D. by designer from manufacturer's full range.
- 5.2.10.2.3 Legs and frame must be metal.

5.2.10.3 Dimensions:

- 5.2.10.3.1 Seat height must be between 432mm-508mm (17"-20") +/- 13mm (1/2") above finished floor.
- 5.2.10.3.2 Armrest height must not interfere with tables with surface height of 737 mm - 787 mm (29" - 31") above finished floor.

5.2.11 Collaborative - Seat #11

5.2.11.1 Description:

- 5.2.11.1.1 Solid round or elliptical stool.
- 5.2.11.1.2 Fully upholstered with stitch detailing for a tailored look.
- 5.2.11.1.3 No legs or visible base.

5.2.11.2 Finishes:

- 5.2.11.2.1 Upholstered with stain resistant fabric to meet LEED requirements.

5.2.11.3 Dimensions:

- 5.2.11.3.1 Seat height must be between 432mm-508mm (17"-20") +/- 13mm (1/2") above finished floor.
- 5.2.11.3.2 508mm diameter or 445mm W to 686mm W x min. 343mm D to 483mm D x min. 381mm H to max. 686mm H (20" diameter or min. 17½"W to max. 27"W x min. 13½"D to max. 19"D x min. 15"H to max. 27"H) +/-25mm (1").

5.2.12 Collaborative - Seat #12

5.2.12.1 Description:

- 5.2.12.1.1 Modular benching unit with square side table.

- 5.2.12.1.2 Configuration to include a bench and one side table.
- 5.2.12.1.3 Bench to form minimum of 66% of total configured unit width.
- 5.2.12.1.4 Benches and side table must connect one to the other with concealed linking bracket.
- 5.2.12.1.5 Fully upholstered with stitch detailing for a tailored look.
- 5.2.12.1.6 Metal base.
- 5.2.12.1.7 Back rest may be provided.

5.2.12.2 Finishes:

- 5.2.12.2.1 Upholstered with stain resistant fabric to meet LEED requirements.
- 5.2.12.2.2 Side table must be laminate, or FSC wood or FSC wood veneer. Colour T.B.D. by designer from manufacturer's full range.

5.2.12.3 Dimensions:

- 5.2.12.3.1 Overall Dimensions: min.2362mm W to max. 2642 mm W (min. 93" W to max. 104" W). Min. 483mm D to max. 660mm D (min. 19" D to max. 26" D).
- 5.2.12.3.2 Seat height must be between 381mm-508mm (15"-20") +/- 13mm (1/2") above finished floor.
- 5.2.12.3.3 Side table to fully align with bench unit in depth and seat height.

5.3 MISCELLANEOUS

5.3.1 Collaborative - Screen #1

5.3.1.1 Description:

- 5.3.1.1.1 Lounge screen must have L-shape in plain view or combine two straight screens with a linking mechanism to create an L-shape in plan view.
- 5.3.1.1.2 Metal frame with mesh fabric or metal frame with whiteboard.
 - 5.3.1.1.2.1 When with mesh fabric, it must have Velcro strips or be self-closing. Seams of mesh fabric must be straight and aligned with frame. No puckering or pulling in the mesh fabric. Mesh fabric cover must be replaceable.
 - 5.3.1.1.2.2 Frames must be metal.
- 5.3.1.1.3 Must feature leveling glides with minimum 13mm (1/2") adjustment for application on uneven floors, or casters.
- 5.3.1.1.4 Left-and right-hand versions must be available in L-shaped.
- 5.3.1.1.5 Framework must be metal rods welded together with metal bottom support plate(s), or legs, which must feature threaded holes for adjustable glides or casters.

5.3.1.2 Finishes:

- 5.3.1.2.1 Metal frame with fabric mesh or white board.

5.3.1.3 Dimensions:

- 5.3.1.3.1 Overall dimensions for L-shaped screen: 978mm W x 978mm D x 1372mm H
(38 1/2"W x 38 1/2"W x 54"H) +/-51mm (2").
- 5.3.1.3.2 Overall dimensions for straight screen: 915mm W x 1321mm H
(36"W x 52"H) +/-51mm (2").

5.4 REQUIRED SAMPLES AND FINISHES

- 5.4.1 Four fabric cards must be available for showing complete range of colours. Three of these cards must be stain resistant fabric and the fourth card must be 100% recycled fabric.
- 5.4.2 One mesh fabric card or one white board surface must be available for item – Miscellaneous Screen 1.
- 5.4.3 Four non-perforated molded plastic cards must be available and one of the cards must be a white finish.
- 5.4.4 Four molded plastic or two plywood shell sample cards must be available.
- 5.4.5 Four wood or wood veneer samples must be available.

5.5 MARKING

- 5.5.1 All components must be permanently and legibly marked with the product code and the date of manufacture or alternatively the expiry date of the warranty.

ANNEX A-2**LEED ENVIRONMENTAL CRITERIA**

Within 5 days of Standing Offer award, the Contractor must provide the Project Authority with documentation that indicates how the Contractor's products assist, or do not assist, in scoring points for LEED – CI (Commercial Interiors), in the following categories. If the documentation does not pertain to LEED or does not assist in scoring points for LEED, the Contractor is to indicate 'Not Applicable' or explain the difference for each category.

The documentation must be provided in CD/DVD format, written in Adobe Acrobat PDF version 7 or older, or hard copy.

Categories**Materials & Resources**

4.1 Recycled Content, 10%

4.2 Recycled Content, 20%

6 Rapidly Renewable materials; and

7 Certified Wood

Indoor Environmental Quality

4.1 Low-emitting Materials, Adhesives and Sealants;

4.2 Low-emitting Materials, Paints and Coatings; and

4.4 Low-emitting Materials, Composite Wood and Laminate Adhesives**4.5** Low-emitting Materials, Systems Furniture

Solicitation No. - N° de l'invitation

EP731-123071/D

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

20123071

Amd. No. - N° de la modif.

File No. - N° du dossier

pq419EP731-123071

Buyer ID - Id de l'acheteur

pq419

CCC No./N° CCC - FMS No/ N° VME

ANNEX "B"

BASIS OF PAYMENT

SEE ATTACHED

Solicitation No. - N° de l'invitation

EP731-123071/D

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pq419

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

20123071

File No. - N° du dossier

pq419EP731-123071

CCC No./N° CCC - FMS No/ N° VME

ANNEX "C"

MINIMAL HEALTH AND SAFETY REQUIREMENTS FOR ACCESS TO A CONSTRUCTION SITE

SEE ATTACHED

MINIMAL HEALTH AND SAFETY REQUIREMENTS FOR ACCESS TO A CONSTRUCTION SITE.

The Safety Code for the construction industry (S-2.1, r.6) stipulates in article 2.4.2 the obligation for minimal health and safety course. Extract as follows:

2.4.2 The employer shall ensure that: i) management and control staff mainly and usually on a construction site and workers working on a construction site have taken a safety course and hold a certificate issued by the Commission or by an organization it recognizes. The mandatory course is entitled Construction Health and Safety Basics. The recognized body is the "Association paritaire pour la santé et la sécurité du travail du secteur de la construction (ASP)". There is a partnership between the Quebec and Ontario governments for construction sites in the Outaouais region.

There are 2 possible scenarios:

- 1) The worker has the certificates on hand and requests mutual recognition of the health and safety training.

Following is the list of required courses in order to obtain an equivalence letter from Mrs. Sylvie Leblond, "CCQ" liaison agent:

- WHMIS (1/2 day);
- Fall protection (1/2 day);
- Construction Health and Safety Basics program (3 days).

When meeting with Mrs. Sylvie Leblond, all training must be completed and hold valid certificates. You must get an appointment by calling (819) 243-6065 ext. 6036.

- 2) Workers that have not had the required training must register for such through the "ASP", supply proof of registration and complete the courses on the dates indicated on the document. The course is offered by school boards and certain unions.

Training in English is offered by the Western Quebec School Board:

Western Quebec School Board

Adult education and continuing education professional training centers

Western Quebec Career Centre (Aylmer)

100 Frank Robinson, Gatin

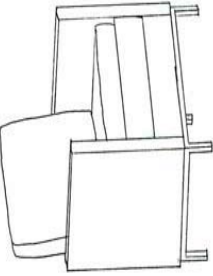
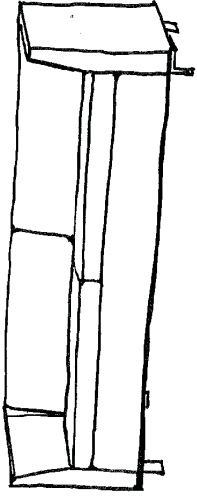
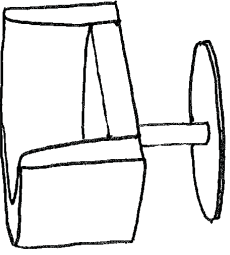
Gatineau (Aylmer), Quebec, J9H 4A6

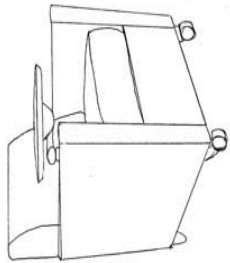
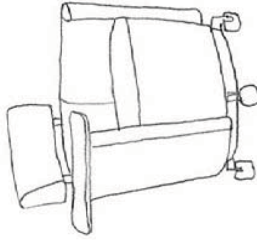
819.694.1770, 819.684.5350, mailto : wqcc@wqsb.qc.ca

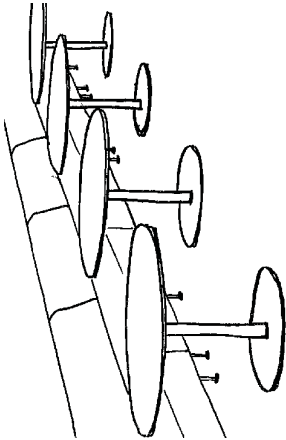
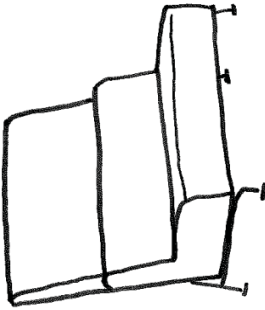
Broccolini Construction Inc.

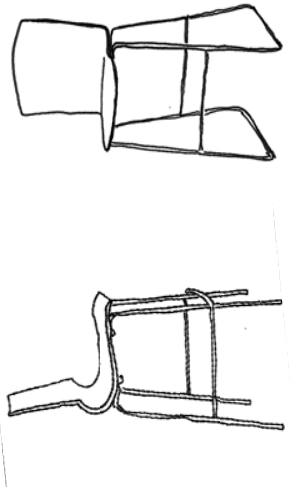
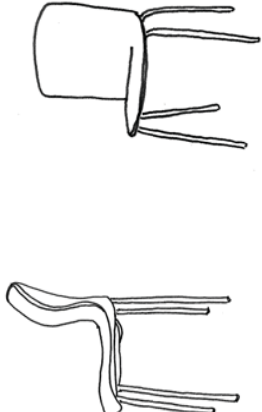
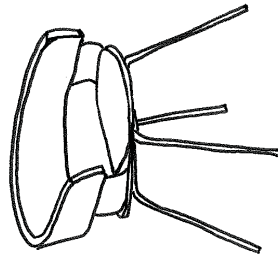
16740, Transcanadienne, 3^e étage, Kirkland (Québec) • Tél. : 514-737-0076 • Fax : 514-737-2728

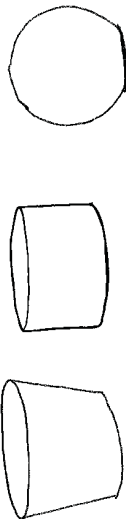
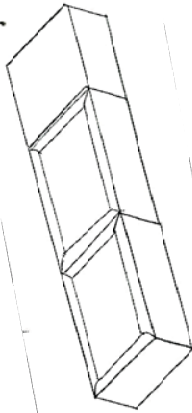
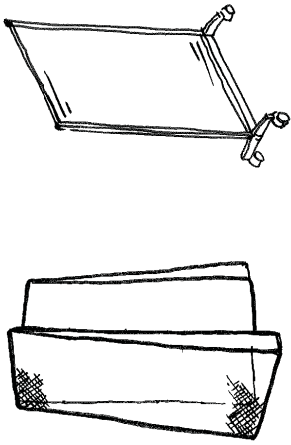
www.broccolini.com

ANNEX B Basis of Payment				
Collaborative Seating		FIRM Unit Prices for Year 1-3 - Inclusive of freight, delivery and installation	Image (line drawing) - Note that line drawing is generic and represents the design intent.	
Item no.	TOTAL Estimated Quantities*			
Seating 1a	59			
Seating 1b	12			
Seating 2a	32			
Seating 2b	3			
Seating 3	158			

Collaborative Seating			
New Item no.	TOTAL Estimated Quantities*	FIRM Unit Prices for Year 1-3 - Inclusive of freight, delivery and installation	Image (line drawing) - Note that line drawing is generic and represents the design intent.
Seating 4	257		
Seating 5	94		

Collaborative Seating			
New Item no.	TOTAL Estimated Quantities*	FIRM Unit Prices for Year 1-3 - Inclusive of freight, delivery and installation	Image (line drawing) - Note that line drawing is generic and represents the design intent.
Seating 6	98		
Seating 7	358		

Collaborative Seating				
New Item no.	TOTAL Estimated Quantities*	FIRM Unit Prices for Year 1-3 - Inclusive of freight, delivery and installation	Image (line drawing) - Note that line drawing is generic and represents the design intent.	
Seating 8a	66			
Seating 8b	44			
Seating 9a	60			
Seating 9b	168			
Seating 10	426			

Collaborative Seating		FIRM Unit Prices for Year 1-3 - Inclusive of freight, delivery and installation	Image (line drawing) - Note that line drawing is generic and represents the design intent.
New Item no.	TOTAL Estimated Quantities*		
Seating 11	100		
Seating 12	156		
Miscellaneous - Screen 1	146		
The sum of the unit prices for items seating 1a to miscellaneous Screen 1			
* The quantities provided are only an approximation of requirements given in good faith. They are not to be interpreted as a commitment on the part of the Government. Quantities could increase up to at least triple the TOTAL estimated quantities.			