

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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**11 Laurier/11,rue Laurier**  
**Place du Portage, Phase III**  
**Core OA1/Noyau OA1**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (613) 997-9776**

**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**

<b>Title - Sujet</b> SJAM Chairs/Soft Seating		
<b>Solicitation No. - N° de l'invitation</b> EP756-140628/D		<b>Date</b> 2014-05-29
<b>Client Reference No. - N° de référence du client</b> EP756-140628		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PPS-013-24501		
<b>File No. - N° de dossier</b> 013pps.EP756-140628		<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-07-11</b>		<b>Time Zone Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <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> Stone, Caitlin		<b>Buyer Id - Id de l'acheteur</b> 013pps
<b>Telephone No. - N° de téléphone</b> (613) 990-3849 ( )		<b>FAX No. - N° de FAX</b> (613) 990-4447
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> 144 Wellington St. Ottawa, ON Canada K1P 5T3  See instructions herein		

**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**

Parliamentary Precinct Division/Acquisitions de la Cité  
parlementaire  
222 Queen Street / 222, rue Queen  
Ottawa  
Ontario  
K1A 0S5

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur</b>	
<b>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)</b>	
<b>Signature</b>	<b>Date</b>

## **Office Chairs for the 144 Wellington Rehabilitation Project**

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement applicable to this Contract.

### 2. Requirement

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

### 3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### 4. Trade Agreements

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

## 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 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 1.1 Equivalent Products

- a. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
  - a. designates the brand name, model and/or part number of the substitute product;
  - b. states that the substitute product is fully interchangeable with the item specified;
  - c. provides complete specifications and descriptive literature for each substitute product;
  - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
- b. Products offered as equivalent in form, fit, function and quality will not be considered if:

- a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
- b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
- c. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

## 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.

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

## 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 4. Applicable Laws

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

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

# 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 and 1 soft copy on CD)

Section II: Financial Bid (2 hard copies and 1 soft copy on CD)

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 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 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 Bid**

Bidders must provide a list of the proposed products. The list must include the following information for each product:

- Manufacturer
- Model number
- Quantity

If equivalent products are being proposed, supply information requested as per Part 2 – BIDDER INSTRUCTIONS, 1.1 Equivalent Products.

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Bidders must provide prices for each proposed product.

### **1.1 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

## **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

A list of the proposed products which includes the following information for each product:

- Manufacturer
- Model number
- Quantity

## 1.2 Financial Evaluation

### 1.2.1 Evaluation of Price

1. The price of the bid will be evaluated as follows:
  - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
  - b. Foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

## 2. Basis of Selection - Mandatory Technical Criteria

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

## **PART 5 - CERTIFICATIONS**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

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

#### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement applicable to this Contract.

### **2. Requirement**

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

### **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 (2014-03-01) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### 4. Term of Contract

##### 4.1 Delivery Date

In accordance with Annex "B", all the deliverables and installation must be completed between September 23<sup>rd</sup>, 2014 and November 24<sup>th</sup>, 2014.

#### 5. Authorities

##### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Caitlin Stone  
 Title: Supply Officer  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Directorate: Parliamentary Precinct Division  
 Address: 222 Queen Street, Suite 1401  
 Ottawa, Ontario  
 K1A 0S5  
 Telephone: 613-990-3849  
 Facsimile: 613-990-4447  
 E-mail address: caitlin.stone@pwgsc-tpsgc.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:

Name: *(To be completed at Contract award)*  
 Title:  
 Organization:  
 Telephone:  
 E-mail address:



The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract 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 Technical Authority

The Technical Authority for the Contract is:

Name: *(To be completed at Contract award)*

Title:

Organization:

Telephone:

E-mail address:

The Technical Authority named above 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 Technical Authority, however the Technical 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.

### 5.4 Contractor's Representative

Name: *(To be completed at Contract award)*

Organization:

Telephone:

E-mail address:

## 6. Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex C for a cost of \$ \_\_\_\_\_ insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

### 6.2 Limitation of Price

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.

### 6.3 Single Payment

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

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

#### **6.4 Taxes – Foreign-based Contractor**

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations. Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

#### **7. 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:

- a. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### **8. Certifications**

##### **8.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if 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 \_\_\_\_\_.

#### **10. Priority of Documents**

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

- (a) the Articles of Agreement;  
 (b) 2010A (2014-03-01) General Conditions - Goods (Medium Complexity);  
 (c) Annex A, Requirement;  
 (d) Annex B, Delivery plan for furniture/components contractors supplying delivery and installation services;  
 (e) Annex C, the Contractor's bid dated \_\_\_\_\_ (To be completed at Contract award)

## ANNEX "A"

### REQUIREMENT

Descripti on	Manufacture r	Model #	Finish Specifications	Length (mm)	Width (mm)	Height (mm)	Total
24/7 Task chair	Herman Miller	AE113A WB-PJ-G 1-C7-BK- 3D01	Aeron Chair (B Width) Base / frame: Graphite G1 Armpads: Black BK Seat & Back: Pellicle Classic mesh Colour: Carbon 3D01 B width	470 (18.5")	720 (28.25")	1145 (45")	11
24/7 Task chair (stool)	Herman Miller	AE712A WB-G1-P J-NN-C7- BK-3D01	Aeron Chair (B Width) Base / frame: Graphite G1 Armpads: Black BK Seat & Back: Pellicle Classic mesh Colour: Carbon 3D01	470 (18.5")	720 (28.25")	1445 (57") max.	5
Executiv e Meeting Chair	Herman Miller	EA308SL	Eames Aluminum Group Side Chair Fabric: Herman Miller Leather: Mink 2108 With Arms Swivel Base Polished aluminum base and frame	660 (26")	620 (24.5")	970 (38.25")	8
Meeting Chair	Herman Miller	CQ51M- A-FR-G1- 5Y-BB-N NN	Setu Frame: G1 FR (Graphite Fire Retardant) Base: 5Y Semi-Polished Casters: BB 2-1/2" Hard Caster Fabric: Lyriss 2 Mesh	440D (17.25")	635 (25")	965 (37-1/8" )	18

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			Back and Seat; Fire Retardant Colour: Graphite 4W31 Arms: Ribbon Arm				
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## **ANNEX "B"**

144 WELLINGTON REHABILITATION  
OTTAWA, ONTARIO

### **DELIVERY PLAN FOR FURNITURE/COMPONENTS CONTRACTORS SUPPLYING DELIVERY AND INSTALLATION SERVICES**

#### **1.0 DELIVERY PLAN:**

- 1.1 All deliveries must have a packing slip that clearly identify the following:
  - 1.1.1 Public Works and Government Services Canada (PWGSC) Contract Number
  - 1.1.2 Description of item(s)
  - 1.1.3 Total number of item(s)
- 1.2 Specific installation locations will be provided on site by EllisDon.
- 1.3 Any deliveries made without a packing slip and specific installation locations will not be accepted and turned away
- 1.4 Goods with visible damage or damaged packaging may be refused by EllisDon and/or PWGSC.
- 1.5 Deliveries via Wellington Street loading dock at 144 Wellington Street, Ottawa, Ontario K1P 5T3 shall be completed between 9:30am and 2:30pm on regular weekdays (i.e. Monday to Friday), excluding holidays. The successful proponent must contact EllisDon in advance to make arrangements for the use of the loading dock for all deliveries. Unscheduled deliveries will be refused. (EllisDon Contact Information will be provided to the successful bidder)
- 1.6 At no time is Sparks Street to be used for removals, staging or deliveries.
- 1.7 EllisDon will provide a traffic control plan to successful bidders. Each driver coming to site must review and understand this plan prior to the delivery being made.

- 1.8 There will be no opportunity for jockeying or maneuvering the contents of the delivery vehicle while at the loading dock. The item(s) to be delivered must be the first accessible item(s) in the delivery vehicle.
- 1.9 Site Information
- 1.9.1 The site at 144 Wellington St. is considered a construction site. As the Construction Manager, EllisDon is in control of the site and will coordinate and manage all deliveries and activities on site. Contractors are required to follow EllisDon's on site instructions related to Health & Safety.
- 1.9.2 The maximum size of delivery trucks is to be limited to a five ton truck
- 1.9.3 The contractor will be responsible to take the necessary steps to ensure all interior finishes i.e., door frames, flooring finishes, elevators, etc. are protected against damage.
- 1.9.4 One loading dock serves the entire building. A staging area will be provided on the ground floor that measures approximately 17.8m x 18.0m.
- 1.9.5 The Sir John A. Macdonald building has one freight elevator (elevator #4) that will be allocated for moving components between the floors. EllisDon is responsible for scheduling the use of the elevator.
- 1.9.6 All waste is to be removed from the site by the Contractor. Under no circumstances are the on-site dumpsters to be used.
- 1.9.7 Standard 110V, 15A power will be provided inside the building.
- 1.9.8 All personnel involved with installation services must attend a site orientation provided by EllisDon (approximately 10 minutes).
- 1.9.9 At a minimum, all personnel coming to site must wear the following Personal Protective Equipment (PPE):
- 1.9.9.1 CSA eye protection
- 1.9.9.2 CSA/ANSI Class 'B' or Class 'E' (if specified by regulators) industrial hard hat
- 1.9.9.3 'Green Triangle' boots, minimum 6" in height which have full puncture resistant soles as well as steel toes
- 1.9.10 Contractors are required to provide personnel coming to site with any additional PPE that may be required, such as hearing protection, face shields, etc.
- 1.9.11 CSA approved steel toed running shoes do not comply as adequate footwear.
- 1.9.12 Long pants and t-shirts with sleeves are the minimum required clothing on site. Muscle shirts and shorts are not allowed.
- 1.9.13 Delivery & Installation Services
- 1.9.13.1 Deliver product to loading dock and move product to staging area
- 1.9.13.2 Remove product from packaging

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- |               |  |
|---------------|--|
| 1.9.13.3      | Assembling of product (if required) to occur in staging area or final location |
| depending on  | feasibility  |
| 1.9.13.4      | Assemble and/or install product as per contract                                |
| 1.9.13.5      | Clean product  |
| 1.9.13.6      | Remove packaging material from site  |
| 1.9.13.7      | Obtain acknowledgement of receipt from EllisDon or Public Works and            |
| Government    | Services Canada (PWGSC) representative (leave copy of packing slip             |
| with EllisDon | representative on site)  |