



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions/Travaux publics et Services
gouvernementaux Canada
The Cambridge Building
3 Queen Street/3, rue Queen
Charlottetown
Prince Edward Island
C1A 4A2

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

All enquiries are to be submitted in writing to the Contracting Authority, Crystal Bysterveldt, either by facsimile or by e-mail at:
crystal.bysterveldt@pwgsc.gc.ca

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
The Cambridge Building
3 Queen Street/3 rue, Queen
PO Box 1268/CP 1268
Charlottetown
Prince Ed
C1A 4A2

| | |
|---|--|
| Title - Sujet Theatre Seat Replacement, Gagetown | |
| Solicitation No. - N° de l'invitation W0501-160060/A | Date 2015-11-18 |
| Client Reference No. - N° de référence du client W0501-160060 | |
| GETS Reference No. - N° de référence de SEAG PW-\$PWC-024-3747 | |
| File No. - N° de dossier PWC-5-38129 (024) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-01-06 | Time Zone Fuseau horaire Atlantic Standard Time AST |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Bysterveldt, Crystal | Buyer Id - Id de l'acheteur pwc024 |
| Telephone No. - N° de téléphone (902) 940-7122 () | FAX No. - N° de FAX (902) 566-7514 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CPO1 CFB/ASU GAGETOWN OROMOCTO New Brunswick E2V4J5 Canada | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|--|--|
| Delivery Required - Livraison exigée See Herein | Delivery Offered - Livraison proposée |
| 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 |

TABLE OF CONTENTS

| | |
|---|-----------|
| PART 1 - GENERAL INFORMATION | 3 |
| 1.1 STATEMENT OF WORK..... | 3 |
| 1.2 STATEMENT OF WORK - BID..... | 3 |
| 1.3 DEBRIEFINGS | 3 |
| 1.4 TRADE AGREEMENTS | 3 |
| PART 2 - BIDDER INSTRUCTIONS | 3 |
| 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS..... | 3 |
| 2.2 SUBMISSION OF BIDS..... | 3 |
| 2.3 ENQUIRIES - BID SOLICITATION..... | 4 |
| 2.4 APPLICABLE LAWS..... | 4 |
| PART 3 - BID PREPARATION INSTRUCTIONS..... | 4 |
| 3.1 BID PREPARATION INSTRUCTIONS | 4 |
| PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION | 5 |
| 4.1 EVALUATION PROCEDURES..... | 5 |
| 4.2 BASIS OF SELECTION..... | 6 |
| PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION | 6 |
| 5.1 CERTIFICATIONS REQUIRED WITH THE BID..... | 6 |
| 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION | 6 |
| PART 6 - RESULTING CONTRACT CLAUSES | 7 |
| 6.1 SECURITY REQUIREMENTS | 7 |
| 6.2 STATEMENT OF WORK..... | 7 |
| 6.3 STANDARD CLAUSES AND CONDITIONS..... | 7 |
| 6.4 TERM OF CONTRACT | 8 |
| 6.5 AUTHORITIES | 8 |
| 6.6 PAYMENT | 9 |
| 6.7 INVOICING INSTRUCTIONS | 10 |
| 6.8 CERTIFICATIONS | 10 |
| 6.9 APPLICABLE LAWS..... | 10 |
| 6.10 PRIORITY OF DOCUMENTS | 10 |
| 6.11 SACC <i>MANUAL</i> CLAUSES | 10 |
| 6.12 SHIPPING INSTRUCTIONS - DELIVERY AT DESTINATION | 11 |
| 6.13 WARRANTY PERIOD..... | 11 |
| ANNEX "A" | 12 |
| STATEMENT OF WORK | 12 |
| ANNEX "B" | 16 |
| BASIS OF PAYMENT | 16 |
| ANNEX "C" | 17 |
| EVALUATION CRITERIA | 17 |
| ANNEX "D" | 20 |

| | |
|---|-----------|
| COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE BIDDER..... | 20 |
| ANNEX “E” | 21 |
| DRAWING..... | 21 |

PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The requirement is detailed under the "Line Item Detail".

1.2 Statement of Work - Bid

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

(Derived from - Provenant de: B4007C, 2014/06/26)

1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 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

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2015/07/03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 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.

Your proposal can be transmitted by fax to #902-566-7514 or by mail to the following address:

Bid Receiving Unit
Public Works & Government Services Canada (PWGSC)
3 Queen Street
Charlottetown, PE
C1A 4A2

2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **7** days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

(Derived from - Provenant de: A9076T, 2007/05/25)

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

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 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

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

Section II: Financial Bid

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

3.1.1 Exchange Rate Fluctuation

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

3.1.2 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

(Mandatory Technical Criteria as specified in Annex "C")

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria

| SACC Reference | Section | Date |
|----------------|---|------------|
| A0031T | Basis of Selection - Mandatory Technical Criteria | 2010/08/16 |

Basis of Selection

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

(Derived from - Provenant de: A0069T, 2007/05/25)

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time

frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Work

Statement of Work - Contract

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

(Derived from - Provenant de: B4008C, 2014/06/26)

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010A (2015/09/03), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

Removal and disposal of 740 theatre seats to be completed no later than **31 March 2016**.

All 740 theatre chairs, related products and materials with this contract must be delivered to the 5 Canadian Division Support Base Gagetown, Base Theatre, no later than **31 March 2016**.

Installation of all 740 theatre seats to be completed no later than **31 May 2016**.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Crystal Bysterveldt
Title: A/ Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 3 Queen Street
Charlottetown, PE
C1A 4A2

Telephone: (902) 940-7122
Facsimile: (902) 566-7514
E-mail address: crystal.bysterveldt@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.

6.5.2 Project Authority

Technical Authority

The Technical Authority for the Contract is:

Details will be provided in any resulting contract

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-____
Facsimile: ____-____-____
E-mail: _____.

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.

(Derived from - Provenant de: A1030C, 2007/05/25)

6.5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

6.6 Payment

6.6.1 Basis of Payment

Basis of Payment - Firm Lot Price

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

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

6.6.2 Limitation of Price

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

6.6.3 Single Payment

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

6.6.4 SACC Manual Clauses

| SACC Reference | Section | Date |
|----------------|----------------------------------|------------|
| C2000C | Taxes - Foreign-based Contractor | 2007/11/30 |
| C2608C | Canadian Customs Documentation | 2015/02/25 |

6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

(Derived from - Provenant de: H5001C, 2008/12/12)

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2015/09/03), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____, as amended on _____" (to be completed at contract award by PWGSC)

6.11 SACC Manual Clauses

SACC Reference
G1005C

Section
Insurance

Date
2008/05/12

6.12 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

- (a) Free on Board (Destination) common carrier 5th CDSB Gagetown, Base Theatre, Building F 12, Oromocto, NB for shipments from the United States government; or
- (b) Delivered Duty Paid (DDP) 5th CDSB Gagetown, Base Theatre, Building F 12, Oromocto, NB, Incoterms 2000 for shipments from a commercial contractor.

(Derived from - Provenant de: D4001C, 2008/12/12)

6.13 Warranty Period

Section 09 of general conditions 2010A is amended by replacing the period of 12 months for **section (4.3)** of the Annex A.

All other provisions of the warranty section remain in effect.

(Derived from - Provenant de: K0029C, 2007/11/30)

Warranty - Contractor responsible for all costs

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

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

All other provisions of the warranty section remain in effect.

(Derived from - Provenant de: K0031C, 2015/02/25)

ANNEX "A"

STATEMENT OF WORK

1.0 INTRODUCTION

1.1 General

- 1.1.1 The Base Theatre at 5 Canadian Division Support Base (CDSB) Gagetown was built in 1958. It is not exactly known what the age of the current theatre seats are but the style is from the 1970s era. It is estimated that the current theatre seats are approximately 40 years old and have been showing their age. Most of the theatre seats are in disrepair, torn and the cushion foam is no longer supportive. The base theatre is a high traffic area, used by various military units on base for briefings and lectures. Additionally, on weekends the base theatre is used as a movie theatre and plays movies for military families and the general public. Currently there is not a movie theatre in the town of Oromocto, NB and this facility is of great importance not only to the military community but to the general public as well.

2.0 OBJECTIVE

2.1 General

- 2.1.1 The objective of this SOW is to provide the business and technical specifications, criteria and conditions for:
- a. Removal. The removal of the current base theatre seats (740 seats);
 - b. Disposal. The disposal of the current theatre seats (740 seats);
 - c. Procurement. The procurement of 740 new theatre seats; and
 - d. Installation. The installation of 740 new theatre seats in the Base theatre at 5 CDSB Gagetown (building F-12).

3.0 SCOPE

3.1 General

- 3.1.1 This goods procurement contract will encompass the removal and disposal of the current theatre seats, the supply and delivery of 740 new theatre seats and their installation in the base theatre, building F12.

4.0 TASKS/SPECIFICATIONS

4.1 Theatre Seats

- 4.1.1 The Contractor must supply 740 theatre seats, made out of durable materials with a life expectancy of 20 years which meets the follow criteria:
- a. **General.**
 - (1) Height. From the base of the theatre chair pedestal (floor) to the top of the seat-back, the height of the seats must be $\pm 36 \frac{1}{2}$ " (928mm);
 - (2) Floor to seat height to be $\pm 17 \frac{1}{2}$ " (445mm);
 - (3) Seat assembly and pedestal (complete installed chair) must support a load of 755lbs in the middle part of the seat without any deformation to the seat.
 - (4) Seats must be able to fold backward like a standard movie theatre chair in order to allow walking space between the rows when chairs are not in use;
 - (5) Seat mechanism must be spring loaded;
 - (6) All materials used in the construction of the chairs must be made of new materials; and
 - (7) Individual rows must be clearly labelled and identified with a letter (i.e. A, B, C) and individual seats must be labelled and identified with a number. In the event of more than 26 rows, a double letter (i.e. AA, BB, CC, DD) to be used.
 - b. **Seat Pedestal.**
 - (1) The pedestal of the theatre seats must be made out of 16 gauge steel tube; and

- (2) Colour of the pedestal must be black.

c. Back and Seat Shells.

- (1) Materials of the back of the seat and the seat shell must be made of reinforced blow molded high-density molded one piece polyethylene shell;
- (2) The seat and the back of the seat must have a width of 22 inches (558mm);
- (3) Minimum thickness of the plastic seat and back walls .125' (3.2mm);
- (4) Polyethylene materials must meet flammability standards for polyethylene plastic moulding and extrusion ASTM D 1248-78;
- (5) Seat and back of seat surfaces must have an UV inhibitor for colour fastness; and
- (6) The colour of the back of the seat and the seat shells must be black.

d. Seat.

- (1) Seat cushion foam must be constructed out of molded high-density, high quality foam and must give the user uniform support for a period up to 2 hours;
- (2) Seat cushion foam must be firm, high quality grade foam that is suitable for everyday seating. Seat foam density must be within the range of 2.5 to 2.70 lbs/Ft.3. (pounds per cubic foot (pcf)) in accordance with ASTM D3574-05.
- (3) Front of the seat cushion must have a curve (waterfall end) that reduces pressure points on the user;
- (4) Foam of the seat cushion will not be less than 3" (76mm) thick and manufactured from "HR" high resiliency polyurethane foam;
- (5) Foam cushion of the seats must be self-extinguishing, no additives (in accordance to CMVSS-302 automotive industry standard), non-allergenic, odourless and mould free. Cushion must be attached to the seat shell with non-flammable glue.

e. Backrest of seat.

- (1) The cushion foam of the backrest of the seat must be constructed out of molded high-density foam. Must be no less than 2" (51mm) thick;
- (2) The back of the seat cushion foam must be within the range of 1.8 to 1.90 lbs/Ft.3. (pounds per cubic foot (pcf)) in accordance with ASTM D3574-05.
- (3) Seat cushion foam must be constructed out of molded high-density, high quality foam and must give the user uniform back support for a period up to 2 hours; and
- (4) Foam cushion must be self-extinguishing, no additives (in accordance to CMVSS-302 automotive industry standard), non-allergenic, odourless and mould free. Cushion must be attached to the back shell with non-flammable glue.

f. Upholstery Cover (for both the seat and back of seat)

- (1) Upholstery seat cover must be of side panel construction;
- (2) Once installed, the upholstery cover must be free of wrinkles, gaps or defects of any kind;
- (3) Upholstery covers to the seat and to the back covers are to be navy-blue in colour. However, the exact colour/colour scheme will be determined from the supplier upon contract being awarded. The winning contractor must show various available options; and
- (4) Upholstery fabric must be durable for high-volume use (heavy-use) and be stain resistant.

g. Cup holder.

- (1) Seats must have a plastic injected molded cup holder with integrated armrest located on the centre armrest of the chairs; and
- (2) Colour black.

h. Arm Rest.

- (1) Arm rests on aisle seats. 160 chairs must be wood armrests (solid yellow birch).
- (2) Aisle pane must be solid yellow birch with wood armrest (on aisle ends).
- (3) The remainder of the 580 chairs must be made out of plastic with integrated plastic cup holder.

- (4) Colour of armrests must be black.
- (5) Centre armrests to be 2" (50mm) wide x 1 ¼" (32mm) thick.
- (6) Aisle armrests will be 2 ½" (64mm) wide x 1 ¼" (32mm) thick).
- (7) Armrests to be 11" (279mm) long.
- (8) All armrests must have rounded edges.

i. Anchors.

- (1) Theatre chairs must be securely installed to the theatre floor; and
- (2) Standard HDI anchors for cement.

j. Seat Identification

- (1) Seat number in plastic with metal finish;
- (2) Seat identification located securely affixed to recess in front centre of seat bottom;
- (3) Aisle letter in plastic with metal finish, recessed in wood, centred on the aisle pane; and
- (4) Exact number and letter sizes and fonts that will be used will be discussed and selected with the winning bidder. Winning contractor to provide samples.

- 4.1.2 The Contractor must remove all of the current theatre seats.
- 4.1.3 The Contractor must dispose all of the current theatre seats.
- 4.1.4 The Contractor must ensure installation of the new theatre seats. 740 seats must be fixed to the floor and securely fastened in place.
- 4.1.5 The Contractor must ensure clear sight-lines from each seat and each row in order to have an unobstructed view of the theatre stage and the movie screen.

4.2 Product Identification

- 4.2.1 Products required to have CSA, CUL or other approvals must be properly marked or labelled indicating that the product has been inspected and approved and meets all safety requirements required by Canadian law.

4.3 Warranty

- 4.3.1 The Contractor must provide a written guarantee which has been signed and issued in the name of Her Majesty the Queen in Right of Canada, stating the theatre seats are guaranteed against any defects of material for a period of one year from the date of delivery, or the manufacturer's standard warranty period, whichever is longer.
- 4.3.2 The Contractor must provide all labour, material and travel costs for the removal of the old theatre seats, the disposal of the old theatre seats and the installation of the new theatre seats.
- 4.3.3 The Contractor must provide on-site support by an authorized technician for parts replacement within the specified time period of 10 business days.
- 4.3.4 The Contractor must detail escalation procedures that will be followed if the seats cannot be repaired/replaced within the next business day of the Contractor being on-site.

5.0 CONSTRAINTS

5.1 Completion and Delivery Dates

- 5.1.1 Removal and disposal of 740 theatre seats to be completed **no later 31 March 2016**.
- 5.1.2 All 740 theatre chairs, related products and materials with this contract must be delivered to the 5 Canadian Division Support Base Gagetown, Base Theatre, no later than **31 March 2016**.
- 5.1.3 Installation of all 740 theatre seats to be completed no later than **31 May 2016**.

5.2 Packaging and Delivery

- 5.2.1 Packaging and delivery of all materials must be the responsibility of the Contractor and must comply with Canadian standards and transport regulations. It is the responsibility of the Contractor to ensure products are properly protected and secured from damages during handling and shipping.
- 5.2.2 Delivery charges must be included in the cost of this contract;
- 5.2.3 Removal of 740 theatre seats must be included in the cost of this contract; and
- 5.2.4 Installation of up to 740 theatre seats must be included in the cost of this contract.

5.3 Site Visit

5.3.1 A site visit is not mandatory but **if requested**, a one-time site visit to the Gagetown Base Theatre will be December 10, 2015 @13:30hrs.

ANNEX "B"**BASIS OF PAYMENT**

Prices are firm, all inclusive in Canadian funds, FOB destination and delivery charges included.
Customs duties are included and Applicable Taxes are extra.

| Item | Description | Qty | Price |
|------|--|--------------------|-------|
| 1 | Removal and disposal of Base Gagetown theatre chairs | 740 | |
| 2 | Theatre chairs | 740 | |
| 3 | Delivery of theatre chairs to Base Gagetown | 740 | |
| 4 | Installation of theatre chairs in the Base Gagetown theatre | 740 | |
| | | Total Price | |

ANNEX "C"

EVALUATION CRITERIA

MANDATORY REQUIREMENTS

Bids **MUST** meet the mandatory requirements specified below. To demonstrate the requirements of the technical specifications are respected bidders **MUST respond with complete specification and/or descriptive literature of the equipment being offered.**

The complete specifications and/or descriptive literature should be submitted with the proposal but may be submitted afterwards. If the complete specifications and/or descriptive literature are not submitted as requested, the Contracting Authority will so inform the bidder and provide the Bidder with a time frame within which to meet this requirement. Failure to comply with the request of the Contracting Authority and to meet the requirement within that time period will render the bid non-responsive.

Any proposal which fails to meet the mandatory requirements will be deemed non-responsive.

ATTENTION BIDDERS: WRITE BESIDE THE CRITERIA BELOW THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL WHICH ADDRESSES THE ISSUE.

| | | Page # Cross Ref | Met | Not Met | Comments |
|-----------|---|---------------------------|-----|------------|----------|
| M1 | <i>Theatre Seats</i> | | | | |
| M1.1 | Height – from the base of the theatre chair pedestal (floor) to the top of the top of the seat back, height of the seats must be between the range of 34 to 38 inches (864mm to 965mm). | | | | |
| M1.2 | Floor to seat height must be between the range of 16 to 18' (406 to 457mm). | | | | |
| M1.3 | Seat must be able to fold backwards (flip up) to allow movement between rows. | | | | |
| M1.4 | Seat mechanism must be spring loaded so that when seat is not in use it will automatically fold backwards. | | | | |
| M1.5 | Seat Identification - Individual rows and seats must be labelled as identified in the Statement of Work (SOW). | | | | |
| M1.6 | Seat Pedestal – Must be made out of 16 gauge steel tube, colour black. | | | | |
| M1.7 | Back and Seat Shells – The seat and the backrest of the seat must have a width of 22 inches. | | | | |

| | | Page # Cross Ref | Met | Not Met | Comments |
|-------|---|---------------------------|-----|------------|----------|
| M1.8 | Back and Seat Shell - Polyethylene materials must meet flammability standards for polyethylene plastic moulding and extrusion ASTM D 1248-78; | | | | |
| M1.9 | Seat cushion - Seat cushion foam must be firm, high quality grade foam that is suitable for everyday seating. Seat foam density must be within the range of 2.5 to 2.70 lbs/Ft.3. (pounds per cubic foot (pcf)) in accordance with ASTM D3574-05. | | | | |
| M1.10 | Seat cushion - Foam of the seat cushion will not be less than 3" (76mm) thick. | | | | |
| M1.11 | Backrest of seat - The cushion foam of the backrest of the seat must be no less than 2' (51mm) thick; | | | | |
| M1.12 | Backrest of seat - The back of the seat cushion foam must be within the range of 1.8 to 1.90 lbs/Ft.3. (pounds per cubic foot (pcf)) in accordance with ASTM D3574-05. | | | | |
| M1.13 | Armrests must have rounded edges. | | | | |
| M1.14 | Arm rests on aisle seats - Chairs must be wood armrests (solid yellow birch). The other arm rests (non-aisle seats) must be made out of black plastic. | | | | |
| M1.15 | Aisle pane must be in solid yellow birch with wood armrest (on aisle ends). | | | | |
| M1.16 | Centre armrests to be 2" (50mm) wide x 1 ¼" (32mm) thick. Aisle armrests will be 2 ½" (64mm) wide x 1 ¼" (32mm) thick. All armrests to be 11" (279mm) long. | | | | |
| M1.17 | Seat assembly and pedestal (complete installed chair) must support a load in the range of 725 to 775lbs (329kg to 352kg) in the middle part of the seat without any deformation to the seat structure. | | | | |
| M2 | Accessories | | | | |

| | | Page # Cross Ref | Met | Not Met | Comments |
|-----------|--|---------------------------|-----|------------|----------|
| M2.1 | <i>Cup holder. Seats must have an integrated cup holder within the armrest located on the centre armrest of the chairs (cup holder in-between chairs as part of the armrests). Colour black.</i> | | | | |
| M3 | Warranty | | | | |
| M3.1 | Steel structural standards – 5 years Component parts of operating mechanisms – 3 years Plastic components and paint finishes – 2 years Wood and other surface finishes – 1 year | | | | |
| M4 | Delivery Date | | | | |
| M4.1 | Theatre chairs must be delivered to the Base Gagetown Theatre, Building F-12 no later than 31 March 2016. | | | | |

ANNEX “E”

DRAWING

