



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government**  
**Services Canada/Réception des soumissions**  
**Travaux publics et Services gouvernementaux**  
**Canada**  
**Cabot Place, Phase II, 2nd Floor**  
**Box 4600**  
**St. John's, NL**  
**A1C 5T2**  
**Bid Fax: (709) 772-4603**

## 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**

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

**Issuing Office - Bureau de distribution**  
PWGSC / TPGSC - Nfld. Region  
Cabot Place, Phase II, 2nd Floor  
Box 4600  
St. John's, NL  
A1C 5T2

<b>Title - Sujet</b> Auditorium Seating-Supply & Install	
<b>Solicitation No. - N° de l'invitation</b> EA003-172007/A	<b>Date</b> 2016-12-02
<b>Client Reference No. - N° de référence du client</b> EA003-172007	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$XAQ-031-6747	
<b>File No. - N° de dossier</b> XAQ-6-39157 (031)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-12-21</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Newfoundland Standard Time NST
<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> Baird, Janice	<b>Buyer Id - Id de l'acheteur</b> xaq031
<b>Telephone No. - N° de téléphone</b> (709) 772-2999 ( )	<b>FAX No. - N° de FAX</b> (709) 772-4603
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA JOHN CABOT BLDG 10 BARTERS HILL P.O.BOX 4600 ST JOHNS Newfoundland and Labrador A1C5T2 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

---

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION</b>	<b>3</b>
1.1 STATEMENT OF WORK OR REQUIREMENT	3
1.2 CANADIAN CONTENT	3
1.3 DEBRIEFINGS	3
<b>PART 2 - BIDDER INSTRUCTIONS</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 SUBMISSION OF BIDS	4
2.3 FORMER PUBLIC SERVANT	4
2.4 ENQUIRIES - BID SOLICITATION	6
2.5 APPLICABLE LAWS	6
<b>PART 3 - BID PREPARATION INSTRUCTIONS</b>	<b>7</b>
3.1 BID PREPARATION INSTRUCTIONS	7
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION</b>	<b>8</b>
4.1 EVALUATION PROCEDURES	8
4.2 BASIS OF SELECTION	8
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION</b>	<b>9</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID	9
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	9
<b>PART 6 - RESULTING CONTRACT CLAUSES</b>	<b>11</b>
6.1 SECURITY REQUIREMENTS	11
6.2 STATEMENT OF WORK	11
6.3 STANDARD CLAUSES AND CONDITIONS	11
6.4 TERM OF CONTRACT	11

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

---

<b>6.5</b>	<b>AUTHORITIES</b>	<b>11</b>
<b>6.6</b>	<b>PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS</b>	<b>13</b>
<b>6.7</b>	<b>PAYMENT</b>	<b>13</b>
<b>6.8</b>	<b>INVOICING INSTRUCTIONS</b>	<b>13</b>
<b>6.9</b>	<b>CERTIFICATIONS AND ADDITIONAL INFORMATION</b>	<b>13</b>
<b>6.10</b>	<b>APPLICABLE LAWS</b>	<b>14</b>
<b>6.11</b>	<b>PRIORITY OF DOCUMENTS</b>	<b>14</b>
<b>6.12</b>	<b>INSURANCE REQUIREMENTS</b>	<b>14</b>
	<b>ANNEX A</b>	<b>15</b>
	<b>STATEMENT OF WORK</b>	<b>15</b>
	<b>ANNEX B</b>	<b>19</b>
	<b>BASIS OF PAYMENT</b>	<b>19</b>
	<b>ANNEX C</b>	<b>20</b>
	<b>INSURANCE REQUIREMENTS</b>	<b>20</b>
	<b>ANNEX D</b>	<b>22</b>
	<b>CODE OF CONDUCT AND DECLARATION/CERTIFICATIONS FORM</b>	<b>22</b>
	<b>ANNEX E</b>	<b>23</b>
	<b>PROPOSAL FORMAT AND CONTENT</b>	<b>23</b>

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

---

## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Work - Bid**

#### **NORTHWEST ATLANTIC FISHERIES CENTRE AUDITORIUM FIXED SEATING**

##### **OBJECTIVE**

The project includes the supply and installation of fixed upholstered chairs with self-rising seat mechanisms, aisle and intermediate standards, fastenings, and specified trims and accessories, at the Northwest Atlantic Fisheries Centre Auditorium (NAFC), St. John's, NL, as indicated on the seating plan provided, and as described below.

The basic scope includes 195 fixed seats. Provide unit price per extra seat in case that additional seats are required.

The Work to be performed is detailed under Article 6.1 of the resulting contract clauses.

Delivery FOB Destination, NAFC, St. John's, Newfoundland. The supplier will be responsible for all delivery charges and risk of transport to NAFC location in St. John's Newfoundland.

### **1.2 Canadian Content**

The requirement is limited to Canadian goods and/or services.

### **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.

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days  
Insert: 90 days

### 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.

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

For the purposes of this clause "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes ( ) No ( )

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

#### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes ( ) No ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

- 
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

## **2.5 Applicable Laws**

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

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.

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

---

## **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 (4 hard copies)
- Section II:       Financial Bid (4 hard copies)
- Section III:      Certifications (1 hard copy)

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

Canada requests that Bidders follow the format instructions described in Annex E and 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) (<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.

#### **Section III:      Certifications**

Bidders must submit the certifications and additional information required under Part 5.



Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

---

## **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 and point rated technical evaluation criteria are included in Annex E.

#### **4.1.2 Financial Evaluation**

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

### **4.2 Basis of Selection**

**Please refer to Annex E – Proposal Format and Content**

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

---

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, 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 – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 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 available at the bottom of the page of the *Employment and Social Development Canada (ESDC) - Labour's* website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Status and Availability of Resources

A3005T (2010-08-16) Status and Availability of Resources

#### 5.2.3.2 Education and Experience

A3010T (2010-08-16) Education and Experience

#### 5.2.3.3 Workers Compensation

##### Workers Compensation Certification- Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within 2 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

#### 5.2.3.4 Insurance Requirements

##### Insurance - Proof of Availability Prior to Contract Award

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### 5.2.3.5 Canadian Content Certification

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

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

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

The Bidder certifies that:

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

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the [Supply Manual](#).

#### 5.2.3.5.1 SACC Manual clause

A3050T (2014-11-27) Canadian Content Definition

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

## 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 the Contract.

### 6.2 Statement of Work – Contract

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

### 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 (2016-04-04), General Conditions – Goods (Medium Complexity) and

2010C (2016-04-04), General Conditions – Services (Medium Complexity) apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of Contract

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive (*fill in end date of the period*).

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Janice Baird, Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
John Cabot Building, 7<sup>th</sup> Floor  
10 Barter's Hill  
St. John's, NL A1C 5T2

Telephone: 709-772-2999  
Facsimile: 709-772-4603  
E-mail address: [janice.baird@pwgsc.gc.ca](mailto:janice.baird@pwgsc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### 6.5.2 Project Authority

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Public Works and Government Services Canada  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

*(Insert or delete as applicable)*

In its absence, the Project Authority is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
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.

#### 6.5.3 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

#### 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

#### 6.7 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

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 \_\_\_\_\_ (insert "included", "excluded" OR "subject to exemption") 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.

##### 6.7.1 SACC Manual clauses

C6000C	(2011-05-16)	Limitation of Price
H1000C	(2008-05-12)	Single Payment
C2000C	(2007-11-30)	Taxes - Foreign-based Contractor

#### 6.8 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. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### 6.9 Certifications and Additional Information

##### 6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

##### 6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amnd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

### 6.9.3 SACC Manual Clauses

A3060C (2008-05-12) Canadian Content Certification

### 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

### 6.11 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 (2016-04-04), Goods Medium Complexity and general conditions 2010C Services Medium Complexity;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on \_\_\_\_\_ " *or* ", as amended on \_\_\_\_\_ " *and insert date(s) of clarification(s) or amendment(s).*

### 6.12 Insurance Requirements

#### Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

## **ANNEX A**

### **STATEMENT OF WORK**

#### **PART 1 GENERAL**

##### **1.1 SCOPE OF WORK**

.1 The project includes the supply and installation of fixed upholstered chairs with self-rising seat mechanisms, aisle and intermediate standards, fastenings, and specified trims and accessories, at the Northwest Atlantic Fisheries Centre Auditorium, St. John's, NL, as indicated on the seating plan provided, and as described below.

.2 The basic scope includes 195 fixed seats. Provide unit price per extra seat in case that additional seats are required.

##### **1.2 MANUFACTURER & PRODUCT STANDARDS**

.1 The standard of safety and performance for fixed seating are as specified herein and as per the relevant provisions of the latest editions of:

.1 NBC 2010

.2 ANSI/BIFMA X5.1-2011.

.3 ANSI/BIFMA X5.4-2012.

.4 Architectural Woodwork Institute: Architectural Woodwork Quality Standards – "Premium Grade" is required for material and workmanship.

.5 CAN/CSA B651.

.2 Manufacturers shall have a proven performance record, including at least 5 years of successful experience.

.3 Proposed products and manufacturers shall be available within 48 hours and shall be factory trained and/or certified installers.

##### **1.3 SUBMITTALS**

.1 Dimensions noted on the drawings are preferred minimums required to accommodate specific furniture and provide adequate corridor and exit widths that meet and/or exceed NBCC, latest edition, Exit Requirements. Shop drawings shall be developed based on actual site and product dimensions to ensure compliance.

##### **1.4 TOOLS**

.1 Supply two (2) sets of tools if required for disassembly, reassembly, and reupholstery for use by maintenance personnel.



Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

## **1.5 MAINTENANCE DATA**

.1 Provide two (2) copies of user maintenance instructions, including assembly, disassembly, refinishing and reupholstering and maintenance data.

## **1.6 MAINTENANCE MATERIALS**

.1 Provide maintenance material listed upon completion of installation.

.2 Provide 10 m2 of upholstery fabric used for seating surfaces.

.3 Provide 150 ml quantity of touch-up fluid for the repair of paint-type surfaces. Supply touch-up fluid in small containers.

.4 Maintenance materials to be of the same production run, and dye lot as the installed materials.

## **PART 2 PRODUCTS**

### **2.1 AUDITORIUM FIXED SEATING**

.1 General Arrangement:

.1 Seating shall be generally be arranged as shown, on the existing 10 curved, level tiers, each of approximately 914mm horizontal by 152mm vertical configuration.

.2 Configuration concept shown is based on a staggered arrangement to minimize view obstruction. Sample layout primarily uses 520mm and 550mm seat widths. Actual layout shall be based on manufacturer's actual product sizes best chosen to suit the space and objectives, including required aisle widths. Note that no more than 20% of the quantity of 508 widths will be accepted, if shown to be necessary for a successful layout, with none narrower.

.3 Two front rows only shall be provided with manufacturer's standard small collapsible tablet arms. These shall permit easy concealed folding so as not to impede required emergency egress.

.2 Supports: Seats shall be solidly supported on heavy duty metal standards and securely bolted to the concrete floor with paired stainless steel anchor bolt-washers-nut assemblies, penetration at least 64mm, so that repetitive sitting by 100kg + persons has no effect on the longevity of the system, nor disturbs nearby seats with any noise or perceptible movement.

.3 Mechanisms: Seats shall be provided with permanently reliable retraction mechanism that does not require maintenance.

.4 Metal Finishes: Standards and other metal parts shall be factory finished with a durable epoxy powder coating in a pewter grey colour to prior approval.

.5 Upholstered Seat and Back Cushioning: Ergonomically contoured urethane foam of optimal density and yield/rebound characteristics on contoured support to manufacturer's standard. Minimum average thicknesses: 75mm.

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

.6 Seat Sub-cover: Seat foam shall be covered with membrane material to stop staining, or wetting during fabric cleaning operations.

.7 Wood Trims:

.1 Arms, full chair backs, seat bottoms and aisle-end panels shall be finished with matching wood.

.2 All wood trims shall be matching, premium grade solid hardwood, 30mm thick, or premium grade solid hardwood plywood, 15mm thick.

.3 Acceptable species are oak or beech.

.4 Plywood shall be permanently bent to the required ergonomic contour.

.5 Material edges shall be eased to a 2mm radius. Exposed corners shall be milled to a 15mm minimum radius.

.6 Best quality durable multi-coat clear finish shall be provided. A very light stain application may be required for proper matching and continuity.

.8 Fabric: Upholstery fabric: Provide Absecon "Shire" or equivalent, colour to be "or equivalent. Fabric shall receive Teflon Fabric Guard treatment at the manufacturer's mill prior to shipment.

.9 Accessories: 2 front rows shall be equipped with mfr.-std. small retractable tablet arms.

.10 Warranty: Provide complete warranty for 100% of all cost for parts and for labour and any and all associated overhead, profit and disbursements to replace and or repair to new condition all chairs and accessories including but not limited to structural connections, moving parts, fabrics and flip up tables. Any repairs or replacement to be of like quality and product and are subject to the satisfactory acceptance of the Owner. Warranty period to be no less than 5 years (60 months) starting from the date of substantial completion of the work.

## 2.2 MANUFACTURERS' OPTIONS AND RECOMMENDATIONS

.1 Manufacturers are encouraged to submit additional information and suggestions that they believe will enhance the value and performance of the end product, at no obligation to the owner.

## PART 3 EXECUTION

### 3.1 INSTALLATION

.1 Install fixed upholstered chair system in accordance with manufacturer's installation instructions and final shop drawings. Provide accessories, anchors, fasteners, inserts and other items for installation of seating and for permanent attachment to adjoining construction.

.2 After installation completion, adjust all equipment is to be adjusted for smooth and proper operation.

.3 Supply maintenance inventory parts list.

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

.4 Replace all damaged items or repair to the approval of the Owner's Representative. Obtain approval to repair in each instance before beginning repair work, and at completion of repair work.

.5 Provide Owner's Representative with maintenance material at the time of Certificate of Final Completion.

### **3.2 CLEANING**

.1 Perform cleaning after installation to remove construction and accumulated environmental dirt.

.2 Clean surfaces after installation using manufacturer's recommended cleaning procedures.

.3 Upon completion of installation remove surplus materials, rubbish, tools and equipment.

### **3.3 PROTECTION**

.1 Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer to ensure audience seats are without damage or deterioration at time of substantial completion.

Sollicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

## ANNEX B

### BASIS OF PAYMENT

(To be submitted in a separate sealed envelope)

#### Basis of Payment

Subject as hereinafter provided, you will be paid the cost reasonably and properly incurred in performance of the work; Harmonized Sales tax extra and to be shown as a separate item on all claims for payment; in accordance with the following:

Supply and install 195 fixed seats:

Firm Lot Price: \$ \_\_\_\_\_

Option to Purchase Extra Seats:  
(Not included in calculation of total bid)

Provide unit price to supply and install extra seat(s) (in the event additional seats are required)

Unit Price per Seat: \$ \_\_\_\_\_

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

## ANNEX C

### INSURANCE REQUIREMENTS

#### Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
  - r. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

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**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

**ANNEX D**  
**INFORMATION FOR CODE OF CONDUCT CERTIFICATION**  
**(TO BE COMPLETED BY OFFEROR AND SUBMITTED WITH THE BID)**

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

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2. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

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3. For a Joint Venture - the names of all current members of the Joint venture;

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4. For an individual - the full name of the person

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Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

### DECLARATION/CERTIFICATIONS FORM

(This Form is to be submitted with the bid)

**Project Title:** **NAFC Auditorium Fixed Seating**

**Name of Bidder:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_ **Mailing Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone Number:** (    )

**Fax Number:** (    )

**E-Mail:** \_\_\_\_\_

**Procurement Business Number:** \_\_\_\_\_

<b>Type of Organization:</b>  _____ Sole Proprietorship  _____ Partnership  _____ Corporation  _____ Joint Venture	<b>Size of Organization:</b>  Number of Employees _____  Graduate Architects / Professional Engineers _____  Other Professionals _____  Technical Support _____  Other _____
--	---

B. Check only one of the following:

( ) B1. The Bidder is not a Joint Venture.

**OR**

( ) B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the General Instructions)



Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

**Name of Bidder:**

**DECLARATION:**

I, the undersigned, being a principal of the bidder, hereby certify that the information given on this form and in the attached proposal is accurate to the best of my knowledge. If any proposal is submitted by a partnership or joint venture, then the following is required from each component entity.

..... name	..... signature
..... title	
I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture	
..... name	..... signature
..... title	
I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture	
..... name	..... signature
..... title	
I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture	

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

## ANNEX E PROPOSAL FORMAT AND CONTENT

### 1 PROPOSAL REQUIREMENTS

#### 1.1 Requirement for Proposal Format

The following proposal format information should be implemented when submitting the proposal.

- Submit hard copy by envelope submission.
- Page size should be - 216mm x 279mm (8.5" x 11")
- Minimum font size - 11 point Times or equal
- Minimum margins - 12 mm left, right, top, and bottom
- 279mm x 432 mm (11" x 17") sheets for spreadsheets, organization charts etc. will be counted as two pages.
- The order of the proposals should follow the order established in the Request for Proposal section

#### 1.2 Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under 3.2 is ten (10).

The following are not part of the page limitation mentioned above;

- Front page
- Front page of revision(s) to the RFP
- Price Proposal Form (Appendix C of the RFP)

### 2 SUBMISSION REQUIREMENTS AND EVALUATION

#### 2.1 MANDATORY REQUIREMENTS

Failure to meet the mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out.

##### 2.1.1 Compliance

1. The submission must comply with all aspects of the specifications; **MET: Yes** \_\_\_\_ **No** \_\_\_\_
2. Warranty: Provide complete warranty for 100% of all cost for parts and for labour and any and all associated overhead, profit and disbursements to replace and or repair to new condition all chairs and accessories including but not limited to structural connections, moving parts, fabrics and flip up tables. Any repairs or replacement to be of like quality and product and are subject to the satisfactory acceptance of the Owner. Warranty period to be no less than 5 years (60 months) starting from the date of substantial completion of the work; **MET: Yes** \_\_\_\_ **No** \_\_\_\_

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amend. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

3. Provide in the technical submission an 11"x17" furniture plan drawing complete with dimensions. Label seats with numbers and indicate seating widths. Identify special seats that include collapsible tablet arms. A CAD file is provided to accommodate provision of the furniture layout drawing; MET: Yes ☐ No ☐
4. Sample layout to use seats of no less than 520mm and 550mm widths except as noted; MET: Yes ☐ No ☐
5. For the first two (full length of the auditorium) rows, closest to the stage, provided manufacturer's standard collapsible tablet arms, as specified, for each seat; MET: Yes ☐ No ☐
6. Noted: Where space is limited the bidder may use up to and no more than 20% of the quantity of 508 mm widths in seating, and only if shown to be necessary for a successful layout, including the providing of required aisle clearances. None shall be narrower. MET: Yes ☐ No ☐

## 2.2 RATED REQUIREMENTS

### 2.2.1 Achievements of Bidder on Projects: (20 Points)

Describe the Bidder's accomplishments, achievements and experience on other projects as suppliers and installers of the type of seating being proposed.

Select a maximum of 3 installations undertaken within the last 5 years. Only the first 3 projects listed in sequence will receive consideration and any others will receive none as though not included.

Information that should be supplied:

- Clearly indicate how this furniture selection was appropriate for the requested project.
- budget control and management - i.e. contract price & final construction cost - explain variation
- project schedule control and management - i.e. initial schedule and revised schedule - explain variation
- client references - name, address, phone and fax of client contact at working level - references may be checked
- Warranty items that necessitated intervention, repair and or replacement. Explain occurrence and action that was taken to resolve.

The Bidder must possess the knowledge on the above projects. Past project experience from entities other than the Bidder will not be considered in the evaluation.

### 2.2.2 Understanding of the Project: (50 Points)

The bidder should demonstrate understanding of the goals of the project, the functional/technical requirements, the constraints and the issues that will shape the completed project.

Information that should be supplied in the proposal to describe:

- The functional and technical requirements
- Significant issues, challenges and constraints
- Project schedule.

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

### 2.2.3 Approach / Methodology: (30 Points)

The bidder should elaborate on aspects of the project considered to be a major challenge which will illustrate approach and methodology.

Information that should be supplied:

- Approach / Methodology
- Describe the major challenges and how your team approach will be applied to those particular challenges.

## 2.3 EVALUATION AND RATING

Technical proposal will be evaluated in accordance with the generic evaluations table following and multiplied by ten (10) points to determine the technical rating score.

Financial proposals will remain sealed and only the technical components of the proposals which are responsive will be reviewed, evaluated and rated by a PSPC Evaluation Board in accordance with the following to establish Technical Ratings:

Criterion	Weight Factor	Rating	Weighted Rating
3.2.1 Achievements of Bidder	2	0 - 20	0 – 20
3.2.2 Understanding of the Project	5	0 - 50	0 – 50
3.2.3 Approach / Methodology	3	0 -30	0 –30
Technical Rating	10.0		0 – 100

### Evaluation Criteria

PSPC Evaluation Board members will evaluate the Bidder's submission based on the Board's assessment of the rated requirements. Utilizing the evaluation criteria in the following table, submissions will be scored and rated as per the proceeding table. Only even number scores will be assigned to each category (i.e. 0, 2, 4, 6, 8, and 10). A mandatory minimum score of sixty (60) points is required. Submission's that do not achieve a minimum score of 60/100 will receive no further consideration.

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

Bidder do not possess qualifications and experience	Bidder lacks qualifications and experience	Bidder has an acceptable level of qualifications and experience	Bidder is qualified and experienced	Bidder is highly qualified and experienced
Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

### 3 FINANCIAL PROPOSALS

All financial proposal envelopes corresponding to responsive proposals which have achieved the pass mark of sixty (60) points will be opened upon completion of the technical evaluation. An average price is determined by adding all the price proposals together and dividing the total by the number of price proposals being opened. **All financial proposals which are greater than twenty-five percent (25%) above the average price will be set aside and receive no further consideration.**

### 4 BASIS OF SELECTION - HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 50% for the technical merit and 50% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 50%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 50%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

Solicitation No. - N° de l'invitation  
EA003-172007/A  
Client Ref. No. - N° de réf. du client  
EA003-172007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39157

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table following illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd