

National Defence

#### Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2

Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

Title/Titre

Lounge Furniture/ Mobilier de

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

Bid Receiving - PWGSC / Réception des soumissions – TPSGC

11 Laurier St. / 11 rue Laurier Place du Portage, Phase III Core 0B2 / Noyau 0B2 Gatineau Québec K1A 0S5

#### **Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

#### Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Solicitation Closes – L'invitation prend fin	
At – à : 14 :00 EDT	

On - le : 31 Aug 2017

W8474-187469 salon Date of Solicitation - Date de l'invitation 21 July 2017 Address Enquiries to – Adresser toutes questions à brooke.monette@forces.gc.ca FAX No – N° de fax Telephone No. – Nº de téléphone 819-939-8549 Destination

Solicitation No – N° de l'invitation

#### Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée		
Vendor Name and Address - Raison	n sociale et adresse du fournisseur		
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)			
Name/Nom	Title/Titre		
Signature	Date		



# PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

# 1.2 Requirement

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

# 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 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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.

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20, Further Information is deleted in its entirety.

### 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.

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

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 Ontario.

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

# **PART 3 - BID PREPARATION INSTRUCTIONS**

### 3.1 Bid Preparation Instructions

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

Section I:	Technical Bid (one (1) hard copy)

Section II: Financial Bid (one (1) hard copy)

Section III: Certifications (one (1) hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <u>Policy on Green</u> <u>Procurement</u> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policyeng.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
- 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.

# Section II: Financial Bid

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

# 3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### 3.1.2 Exchange Rate Fluctuation

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

#### Section III: Certifications

Bidders must submit the certifications and additional information 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

For the required items under Annex A, the Bidder must bid lounge furniture which conform to the Mandatory Technical Criteria.

The Bidder must submit firm all-inclusive prices, for the furniture specified in Annex A Requirement, including shipping to final destination, and installation charges, GST/HST extra if applicable.

MTC #	Mandatory Technical Criteria (MTC)		
MTC1	150 Stackable Lounge style chairs with a Ladder Back Design that meet the following specifications:		
	<ul> <li>Chairs must be of metal frame design with wooden seat, to include some type of floor protection (rubber, plastic or hard foam end)</li> <li>Chairs must be Walnut in colour (the colour requested is that of a faded medium to dark brown, <u>and must not contain any red tint</u>).</li> <li>Chairs must not have any fabric on the seat or back.</li> <li>Chair height from floor to top of chair back to be between 34" and 36".</li> <li>Height from floor to seat to be between 17" and 19".</li> <li>Seat depth to be between 16" and 21"</li> <li>Seat width to be between 16" and 19"</li> <li>The backing must be of ladder back style</li> <li>Chairs must be stackable</li> <li>All 150 chairs must be of the same specification</li> </ul>		

MTC #	Mandatory Technical Criteria (MTC)		
MTC2	<ul> <li>36 lounge style tables tops that meet the following specifications:</li> <li>Table tops must be 30" wide by 60" long.</li> <li>Table tops must be solid wood and be Walnut in colour (the colour requested is that of a faded medium to dark brown, <u>and must not contain any red tint</u>); table colour to match colour of chair seat.</li> <li>All table tops must have resin finish/coating (Industry Standard for kitchen/restaurant tables)</li> <li>All 36 lounge style tables must be of the same specification</li> </ul>		
МТС3	<ul> <li>72 Table bases that meet the following specification:</li> <li>Table bases must be made of Cast Iron.</li> <li>Table bases must be black in colour.</li> <li>Table bases must have some type of floor protection on bottom of base (rubber, plastic or hard foam).</li> <li>Table bases must be 5" in diameter at the top and 22" in length for a straight type design or 22" diameter for a cross type design. Height to conform to industry (restaurant) standard.</li> <li>All 72 table bases must be of the same specification.</li> </ul>		
MTC4	The bidder must provide with its bid, an image of the proposed lounge chairs, table tops, and table bases.		

### 4.1.2 Financial Evaluation

The price of the bid will be evaluated as follows:

Bidders must submit firm prices DDP Incoterms 2010, Canadian customs duties and excise taxes included, and the applicable taxes excluded.

The financial proposals will be evaluated in Canadian currency. Pricing submitted in foreign currency will be converted to Canadian dollars based on the exchange rate provided by the Bank of Canada at noon on the date of RFP closing.

Exchange rate fluctuation protection is not offered for this requirement. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

### 4.2 Basis of Selection

SACC Manual Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

# 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 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.

# 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

# 5.1.2 Integrity Provisions – Required Documentation

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

# 5.1.3 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 <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> website

(http://www.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_contractor\_program. page?&\_ga=1.229006812.1158694905.1413548969).

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

There is no security requirement applicable to the Contract.

# 6.2 Requirement

The Contractor must provide the items detailed under the "Requirement" 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 <u>Standard</u> <u>Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

<u>2010A</u> (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to 15 November 2017 inclusive.

### 6.4.2 Delivery Date

All the deliverables must be received on or before 6 October 2017.

### 6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

#### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Brooke Monette Title: DES Proc 4-2-3 Department of National Defence Directorate: DES Proc Address: 101 Colonel By Drive, Ottawa ON, K1A 0A2

Telephone:819-939-8549Facsimile:819-994-0248E-mail address:brooke.monette@forces.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 Technical Authority (Information to be provided at contract award)

The Technical Authority for the Contract is:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Organization: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone:	 	
Facsimile:	 	
E-mail address:	 	

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

# 6.5.3 Contractor's Representative (Information to be provided at contract award)

# 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 <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

### 6.7 Payment

### 6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm 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.

### 6.7.2 Limitation of Price

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

# 6.7.3 Payment – Multiple Payment

SACC Manual clause H1001C (2008-05-12) – Multiple Payments

### 6.7.4 SACC Manual Clauses

SACC Manual clause C2000C (2007-11-30) Taxes – Foreign-based Contractor

# 6.7.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### 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:

1. The original and one (1) copy must be forwarded to the following address for certification and payment.

Department of National Defence 101 Colonel By Drive Ottawa, ON K1A 0A2 ATTN: Brooke Monette DES Proc 4-2-3, HDV

### 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.

### 6.10 Applicable Laws

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

# 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 <u>2010A</u> (2016-04-04), Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) 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 Shipping Instructions – Delivery at Destination

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

Delivered Duty Paid (DDP) Destination to the delivery address specified in Annex "A", as per the Incoterms 2000 for shipments from a commercial contractor.

### 6.13 Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

#### 6.14 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance - No Specific Requirement

# ANNEX "A"

### REQUIREMENT

# LOUNGE STYLE CHAIRS & TABLES

# 1.0 SCOPE

1.1 Purpose

1.1.1 The Department of National Defence (DND) has a requirement for stackable lounge chairs, table tops and bases at the Canadian Forces Station (CFS) Leitrim All Ranks Mess (ARM) located at: 3545 Leitrim Rd, Ottawa, ON.

### 2.0 REQUIREMENTS

2.1 Tasks

2.1.1 The supplier shall provide specific lounge chairs and tables with the specifications stated in the Technical Requirements (2.2).

#### 2.2 Technical Requirements

2.2.1 A total of 150 lounge style chairs with a Ladder Back Design that meet the following specifications:

- a. Chairs must be of metal frame design with wooden seat, to include some type of floor protection (rubber, plastic or hard foam end).
- b. Chairs must be Walnut in colour (the colour requested is that of a faded medium to dark brown, and must not contain any red tint.
- c. Chairs must not to have any fabric on the seat or back.
- d. Chair height from floor to the top of chair back to be between 34" and 36". Height from floor to seat to be between 17" and 19".
- e. Seat depth to be between 16" and 21".
- f. Seat width to be between 16" and 19".
- g. The backing must be a of ladder back style.
- h. Chairs must be stackable.
- i. All 150 chairs must be of the same specification.
- 2.2.2 A total of 36 lounge style tables that meet the following specifications:
  - a. Table tops must be 30" wide by 60" long.
  - b. Table tops must be solid wood and be Walnut in colour (the colour requested is that of a faded medium to dark brown, <u>and must not contain any red tint</u>); table colour to match colour of chair seat.
  - c. All table tops must have resin finish/coating (Industry Standard for kitchen/restaurant tables).
  - d. All 36 lounge style tables must be of the same specification.

2.2.3 A total of 72 table bases that meet the following specification:

- a. Table bases must be made of Cast Iron.
- b. Table bases must be black in colour.
- c. Table bases must have some type of floor protector on bottom of base (rubber, plastic or hard foam).
- d. Table bases must be 5" in diameter at the top and 22" in length for a straight type design or 22" diameter for a cross type design. Height to conform to industry (restaurant) standard.
- e. All 72 table bases must be of the same specification.

### 2.3 Constraints

2.3.1 The contractor must deliver, assemble and install all of the deliverables at the location detailed under 4.0.

2.3.2 Cost of delivery and assembly/installation of all chairs and tables to be included in total price.

### 3.0 DELIVERABLES

3.1 The supplier must provide the following deliverables:

ltem	Title	Quantity	Reference
1	Lounge Style Chair (stackable)	150	2.2.1
2	Lounge Style Table Top	36	2.2.2
3	Table Base	72	2.2.3

### 4.0 DELIVERY:

Delivery Address

Building 273 3545 Leitrim Road Ottawa, ON K1A 0K4 <u>Ives.Bowman@forces.gc.ca</u> 613-945-6414 Attn: MWO I Bowman

# ANNEX "B"

# **BASIS OF PAYMENT**

The Bidder must submit firm all-inclusive prices, for the furniture specified in Annex "A" Requirement, including shipping to final destination, and installation charges, GST/HST extra if applicable.

Item	Qty	Lot Price
Lounge Style Chair (stackable)	150	\$
Lounge Style Table Top	36	\$
Table Base	72	\$
Total Evaluated Price		\$

# ANNEX "C" to PART 3 OF THE BID SOLICITATION

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- () VISA Acquisition Card;
- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only);
- () Large Value Transfer System (LVTS) (Over \$25M)