



**REQUEST FOR PROPOSAL**

**No: 10-01-2034**

**CAMOSUN COLLEGE**

**3100 Foul Bay Road**

**Victoria, BC V8P 5J2**

CAMOSUN INVITES PROPOSALS FOR THE SELECTION OF OFFICE AND CLASSROOM FURNITURE AND OFFICE SYSTEMS FOR A THREE (3) YEAR TERM BEGINNING MARCH 1<sup>ST</sup>, 2010, TO MARCH 1, 2013, WITH THE OPTION OF ONE - TWO (2) YEAR EXTENSION TO FEBRUARY 28<sup>TH</sup>, 2015.

**SEALED** PROPOSALS MUST BE RECEIVED IN THE OFFICE OF PURCHASING SERVICES, PAUL BUILDING, ROOM 201 ON OR BEFORE **2:00 PM, MONDAY, MARCH 1<sup>ST</sup>, 2010**. PROPOSALS RECEIVED AFTER THE CLOSING TIME WILL BE RETURNED UNOPENED. FAXED AND E-MAILED PROPOSALS ARE NOT ACCEPTABLE.

PROPOSALS ARE IRREVOCABLE FOR 90 DAYS AS SET OUT IN THIS RFP UNTIL A CONTRACT HAS BEEN NEGOTIATED WITH THE SUCCESSFUL SUPPLIER OR THE RFP PROCESS IS TERMINATED.

THE RFP FORM ATTACHED AS SCHEDULE D MUST BE COMPLETED AND SUBMITTED WITH ANY PROPOSAL. **FAILURE TO DO SO WILL DISQUALIFY YOUR PROPOSAL.**

## RFP CHECKLIST

The following is a checklist intended to assist the Supplier in ensuring that its Proposal is considered by Camosun.

- \_\_\_ Does your Proposal include a completed and **signed** RFP Form in the form attached to this RFP as Schedule D?
  
- \_\_\_ Is your Proposal **sealed**?
  
- \_\_\_ Is your Proposal correctly addressed and references the RFP number on the outside envelope?
  
- \_\_\_ Have you allowed enough time for your Proposal to be delivered before the **Closing Time** stated in the RFP?
  
- \_\_\_ Was the completed Acknowledgement Sheet found on page 5 of this RFP previously forwarded by fax to 250-370-3662, Attention: RFP 10-01-2034 - Furniture? Questions and answers will not be supplied to any Supplier who has not returned the acknowledgement sheet, completed and signed.
  
- \_\_\_ Have you sent four (4) **sealed** copies of your Proposal as specified?
  
- \_\_\_ Have all prices been stated in **Canadian funds**, with all taxes extra?
  
- \_\_\_ Have all contractual or specification inquiries regarding this RFP been directed in writing by fax to Attention: Doug McCurdy at 250-370-3662 unless other instructions exist in this RFP?

See instructions on page 1 and additional instructions in the RFP.

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Schedule A –Background

Schedule B –Services and Specifications

Schedule C –Proposal Evaluation

Schedule D –Proposal Form

Schedule D-1 –Proposal Form Product Price Listing

Schedule E –Reference Documents (if applicable)

Schedule F –Workstations

Schedule G –Casegoods

Schedule H –Tables

Schedule I –Filing and Storage

Schedule J –Panels and Accessories

Schedule K –Seating

**ACKNOWLEDGEMENT SHEET**

Please complete this acknowledgement sheet and return by fax to 250-370-3662

**ATTENTION: RFP 10-01-2034 FURNITURE**

**SUPPLIER NAME:**

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**PHONE NUMBER:**

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**FAX NUMBER:**

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**EMAIL ADDRESS:**

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**SIGNING REPRESENTATIVE/  
OFFICIAL (PRINTED OR TYPED  
NAME):**

---

**TITLE:**

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**DATE:** \_\_\_\_\_

## **1. INTRODUCTION AND SCOPE**

### **1.1 RFP Terminology and Interpretation**

Throughout this RFP, terminology is used as follows:

- (a) “Acknowledgment Sheet” means the Acknowledgment Sheet at page 5 of this RFP which must be submitted by each Supplier which wishes to submit a Proposal.
- (b) “Camosun” means Camosun College, a college organized and existing under the *College and Institute Act* (British Columbia).
- (c) “Closing Time” means 2:00 PM, Monday, March 1st, 2010
- (d) “Contract” means the written agreement between Camosun and the Supplier which is selected by Camosun to provide the Services as contemplated by this RFP.
- (e) “Evaluation Team” has the meaning set out in Section 2.1 of this RFP.
- (f) “Proposal” means a proposal to provide the Services made by a Supplier to Camosun in response to this RFP.
- (g) “Reference Documents” means the documents provided by Camosun to the Suppliers for their information and to assist the Suppliers in preparing their Proposals. As of the date hereof, the Reference Documents provided to the Suppliers are as listed in Schedule E.
- (h) “RFP” means this Request for Proposal.
- (i) “Services” means the services to be rendered by the Supplier as agreed between the Supplier and Camosun in the Contract. It is expected that the Services will correspond with requirements set out in Schedule B. The Supplier will set out the scope, terms and condition of upon which the Supplier proposes to deliver the Services in the Supplier’s Proposal.
- (j) “Supplier” means an individual or firm which provides furniture and office systems in good standing who or which submits, or intends to submit, a Proposal in response to this RFP.
- (k) The terms “must”, “mandatory” or “required” mean a requirement stipulated for all Proposals in this RFP which must be met in order for any Proposal to be considered by Camosun.
- (l) The terms “should” or “desirable” means a requirement having a significant degree of importance to the objectives of the RFP.

### **1.2 Purpose and Intent**

The purpose of this RFP is to obtain Proposals for the provision of the Services from established Suppliers, as described in this RFP.

### **1.3 Condition of Submitting a Proposal**

No Supplier is under any obligation to submit a Proposal. If a Supplier submits a Proposal for consideration by Camosun, such submission will be accepted by Camosun on the express

understanding and condition that the Supplier accepts all terms and conditions of this RFP, including all rights, discretions and privileges granted to Camosun pursuant to this RFP.

## **2. EVALUATION CRITERIA AND PROCEDURES**

### **2.1 Evaluation Team**

Camosun will establish an evaluation team (the “Evaluation Team”) to review the Proposals received. The Evaluation Team will be comprised of such individuals as Camosun, in Camosun’s unfettered discretion, deems appropriate to evaluate the Proposals in light of Camosun’s interests and the terms of this RFP.

### **2.2 Proposal Evaluation**

Proposals will be evaluated to identify the Supplier who best demonstrates an understanding of the objectives of Camosun and who best demonstrates the ability, in the opinion of the Evaluation Team, to meet or exceed the requirements of Camosun in relation to the Services. The Evaluation Team will make its recommendation for the selection of the Proposal of a Supplier based upon the qualitative judgement of the Evaluation Team for total value relative to the following criteria:

- Corporate Capability and Qualifications - 8 points
- Business Process and Application Solution– 10 points
- Technical Solutions – 18 points
- Approach and Implementation Strategy- 6 points
- Project Organization, Team and Project Management–6 points
- Environmental and Energy Management Strategies and Policies – 19 points
- Benefits and Cost – 24 points
- Value Added – 9 points

The information which should be provided by the Supplier to address the above criteria is set out in Schedule C.

### **2.3 Award by Camosun**

Camosun reserves the right to award a Contract(s) for the Services in whole or in part. The lowest priced Proposal for the Services or any part of the Services will not necessarily be accepted. In the event that no Proposal be received by Camosun which is acceptable to Camosun, in Camosun’s unfettered discretion, Camosun reserves the right to:

- Call for new Proposals based on revised scope, or
- Negotiate an agreement for the delivery of all or part of the Services on a sole source basis, or
- Discontinue the RFP process and its efforts to identify a suitable Supplier, or
- Take such other action as Camosun, in Camosun’s unfettered discretion, deems appropriate.

## **2.4 The Contract**

The Contract award will use Purchase Orders or Camosun College VISA procurement cards, subject to revision as required in light of the Proposal accepted by Camosun, and in particular, to ensure that the provisions relating indemnity, insurance and liability conform with the provisions of this RFP.

## **2.5 Negotiation Delay**

If a Contract is not settled between Camosun and any Supplier approved to deliver the Services by Camosun within 30 days of notification of approval, Camosun may, in its sole discretion, terminate negotiations with that Supplier and negotiate an agreement with another Supplier of its choice or take any of the other actions set out in Section 2.3.

## **3. PROPOSAL PREPARATION AND SUBMISSION**

This Section sets out the expectations of Camosun in relation to the preparation and submission of Proposals and related procedures which are to be followed by all Suppliers. Suppliers are cautioned to carefully read and address the expectations in this RFP, as any deviation may cause Camosun to reject their Proposals.

### **3.1 Proposal Product Listing Form**

Proponents must use Schedule D-1, Proposal Form Product Price Listing, for all items included in their proposal. The format of the Proposal Form Product Price Listing may not be adjusted; however, extra columns may be added if more relevant information is proposed.

### **3.2 Closing Time**

Four (4) sealed and completed copies of each Proposal must be received on or before the Closing Time, as shown on the clock of the Camosun Purchasing Department office on Monday, March 1<sup>st</sup>, 2010, at:

Camosun College  
Purchasing Department  
Request for Proposal # 10-01-2034  
Paul Building, Room 201  
3100 Foul Bay Road  
Victoria, BC  
V8P 5J2

It is the responsibility of the Supplier to allow sufficient time for delivery of their Proposal by the Closing Time. Camosun will, upon receipt of Proposals delivered by Canada Post or courier, make every effort to assist the Suppliers to immediately route the Proposal to the Purchasing Department. However, Camosun assumes no responsibility for Proposals that are not received by the Camosun Purchasing Department by the Closing Time, regardless of the reason.

Proposals sent via facsimile or other means of electronic transmission will not be accepted.

### **3.3 Rejection**

**Proposals will be disqualified and will be returned to the Supplier if they are:**

- (a) Not sealed;

- (b) Contain copies of Reference Documents which have been altered contrary to Section 4.13
- (c) Received at the Camosun Purchasing Department after the Closing Time;
- (d) Received without the completed Proposal Form annexed hereto as Schedule D; or
- (e) Not duly signed by an authorized officer of the Supplier.

### **3.4 Questions Arising from the Proposal Process**

Information with respect to the supply of furniture and office systems obtained from any source other than Camosun's Purchasing Services is not official and may be inaccurate. If a Supplier believes that it has questions that are important to its Proposal, such Supplier should fax such questions by 8:30 AM, Thursday, February 25<sup>th</sup>, 2010 to 250-370-3662 Attention: RFP 10-01-2034. Camosun will endeavor to provide a response to any Supplier who has submitted a question within 3 business days. Camosun will provide a copy of the question and Camosun's response thereto to all Suppliers who have been invited to submit Proposals or who have returned the completed Acknowledgement Sheet.

### **3.5 Revisions of Proposals**

Up to the Closing Time, Proposals may be amended or withdrawn by notice in writing, signed by the Supplier of record. Thereafter, a Proposal cannot be amended.

### **3.6 Additional Information**

Proposals may contain such information as the Supplier deems relevant, whether or not specifically requested by this RFP.

### **3.7 Opening of Proposals**

A public opening of Proposals will not occur. Opening of Proposals will be by Camosun Purchasing staff and may include other Camosun employees that are directly involved with the RFP. Proposals which are not disqualified pursuant to Section 3.3 will be forwarded immediately to the Evaluation Team for evaluation.

### **3.8 Samples, Product Demonstrations, Presentations and Product Testing**

Following this RFP closing, and upon request, Proponents must be prepared to provide a local addressed location(s) whereby demonstrations and inspections of product can be completed, for assessment, as part of the selection process. All expenses for the provision of the location and samples are to be borne by the Proponents. If, in Camosun's sole opinion, the samples are not satisfactory Camosun may, at its sole discretion set aside that bid and proceed to review the next low compliant and responsive proposal.

An oral presentation by one or more of the Proponents may be required, Friday, March 12<sup>th</sup>, 2010. If in the opinion of Camosun such a presentation is required, Camosun will advise no later than Friday, March 5<sup>th</sup>, 2010, with scheduled time and meeting location. Proponents required to make a presentation shall be prepared to discuss and substantiate any of the areas of their proposal.

## **4. GENERAL TERMS AND CONDITIONS**

### **4.1 Currency**

All prices are to be in Canadian funds, all taxes extra.

**4.2 Payment Discount**

The Supplier will allow a \_\_\_\_\_% discount if the Supplier’s accounts are paid within \_\_\_\_\_ days of receipt by Camosun.

**4.3 Ownership of Proposals and Freedom of Information**

Camosun acknowledges there may be commercial information and design innovation and know-how which forms part of a Proposal and, subject to this Section 4.3, Camosun agrees to hold such information in strictest confidence. After acceptance of a Proposal, the material contained in the successful Proposal will be incorporated, as applicable, into the Contract. Camosun will have the right to use such material in the future, in any way that Camosun may choose in relation to the supply of furniture and office systems. Camosun will require the successful Supplier to assign to Camosun a license to use any copyrighted items produced or provided by the Supplier for whatever purpose Camosun requires them to be used in relation to the supply of furniture and office systems.

All documents submitted become the property of Camosun. Suppliers are advised that the information contained in Proposals and subsequent Contract documents may be subject to access under provisions of the *Freedom of Information and Privacy Act* (British Columbia). Further, Camosun has a contractual requirement to provide, upon request, a copy of any Purchase Order issued as a result of this RFP to CUPE Local 2081, subject to the *Freedom of Information and Protection of Privacy Act*. In addition, Camosun is entitled to disclose all documents submitted to the Ministry of Advanced Education, the Ministry of Finance and with the professional advisors of any person with whom Camosun is authorized to disclose such documents, including Camosun’s own professional advisors.

**4.4 Notification of Changes/Addenda**

Camosun reserves the right to issue Proposal addenda at any time and from time to time up until 4:00 PM, Friday, February 26<sup>th</sup>, 2010 with respect to anything contained in the RFP, and reserves the right to issue addenda extending the Closing Time but not otherwise amending this RFP, up to and including the Closing Time. It will be the duty of each Supplier to ensure that all addenda have been obtained. Camosun will issue each addendum to all Suppliers who have submitted an Acknowledgment Sheet to Camosun. Acknowledgement is hereby made of receipt and inclusion of the following addenda to the tender documents:

- Addendum No. \_\_\_\_\_ dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_ dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_ dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_ dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_ dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

**4.5 Validity of Proposal**

All Proposals must remain valid and open for acceptance for a period of 90 consecutive days from the Closing Time.

**4.6 Suppliers’ Experience Requirements**

Camosun will only consider Proposals from Suppliers who demonstrate to the satisfaction of the Evaluation Team that such Suppliers have the ability to provide the expertise and resources to

perform the Services as required by the Contract. To this end, the Suppliers should provide particulars of instances when they previously provided services similar to the Services and produce satisfactory references in this regard

Any Supplier who is unable to satisfy these requirements will be disqualified from the RFP process.

Camosun reserves the right to disqualify from the RFP process any Supplier which has previously failed to complete its obligations under any prior contract with Camosun or which has any affiliate, shareholder, member, director or officer who or which has failed to complete their respective obligations under any prior contract with Camosun.

#### **4.7 Suppliers' Expenses**

Suppliers are solely responsible for their own expenses in preparing a Proposal and for subsequent presentations and negotiations with Camosun. In no event will Camosun will be liable to any Supplier for any claims, whether for costs or damages incurred by the Supplier in preparing its Proposal or lost profits claimed or by reason of such Supplier not having the opportunity to enter into a Contract with Camosun or by reason of Camosun terminating any Contract when permitted to do so.

#### **4.8 Limitations of Damages and Other Remedies**

In the event that, notwithstanding Section 4.8 a Supplier is entitled to make a claim against Camosun in relation to this RFP for whatever reason, in no event will the Supplier be entitled to recover an amount in excess of the reasonable costs incurred by the Supplier in preparing its Proposal, or if a Supplier is accepted as the preferred Supplier, such Supplier's reasonable costs of negotiating the Contract. The Supplier, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Supplier for any reason whatsoever or such Contract is terminated as permitted by this RFP.

In the event that a Supplier disputes the selection of another Supplier by Camosun as the party with whom Camosun will negotiate the Contract or the award of the Contract to another Supplier, such dispute will not prevent Camosun from proceeding with negotiation and finalization of the Contract with the successful Supplier, nor will the dispute prevent Camosun from proceeding to implement the Contract with such successful Supplier. The Supplier agrees that in no event will any dispute by any Supplier delay the supply of furniture and office systems.

#### **4.9 Acceptance of Proposals**

This RFP will not be construed as a contract to purchase goods or services. Camosun is not bound to accept the lowest price nor is Camosun obligated to accept any Proposal. Proposals will be assessed in light of the evaluation criteria, outlined in **2.0 Evaluation Criteria and Procedures** but will also be evaluated in light of the funding available to Camosun to purchase furniture and office systems.

Subsequent to the submission of Proposals, meetings and discussions may be undertaken with any or all Suppliers who have submitted Proposals, but Camosun will be under no obligation to receive further information, whether written or oral, from any Supplier nor to disclose the nature of any Proposal received. Camosun will not be obligated in any manner to any Supplier pursuant to this RFP until a written agreement has been executed relating to an approved Proposal.

#### **4.10 Change in Scope**

Camosun reserves the right to issue addenda modifying the terms of this RFP at any time, up to and including to 4:00 PM, Friday, February 26<sup>th</sup>, 2010 in Camosun's unfettered discretion, and in particular, Camosun reserves the right, without invalidating the RFP, to alter, add to, or deduct from the Services described in this RFP. Such changes will be advised in writing by Camosun to the Suppliers and the impact of any such changes must be addressed in each Supplier's Proposal. Subsequent to the appointment by Camosun of the preferred Supplier of the Services, Camosun reserves the right to alter, add to, or deduct from the Services as set out in such Suppliers Proposal, and the impact of any such changes will be addressed in the Contract, as negotiated and settled between such preferred Supplier and Camosun.

#### **4.11 Reference Documents**

While Camosun has used considerable effort to ensure an accurate representation of information in the Reference Documents and this RFP, the information contained in the Reference Documents and this RFP is supplied solely for the information of and as a guideline to Suppliers. Such information is not guaranteed or warranted to be accurate by Camosun, nor is it necessarily comprehensive or exhaustive. Nothing in the Reference Documents and this RFP is intended to relieve Suppliers from forming their own opinions and conclusions in respect of the matters addressed in this RFP.

#### **4.12 Alterations to Reference Documents**

A Supplier may incorporate all or any part of the Reference Documents in its Proposals. A Supplier must not alter any portion of the Reference Document, with the exception of adding the information requested in such Reference Documents or as may be explicitly disclosed in the Supplier's Proposal.

#### **4.13 Negotiation of Contract**

Notice in writing to a Supplier of the acceptance of its Proposal by the Camosun will not bind Camosun to retain the Supplier to perform the Services, but will only bind Camosun to negotiate in good faith the terms and conditions of the Contract upon which the Services will be performed by the Supplier. Any Proposal of a Supplier which is accepted by Camosun will serve as the basis for negotiations of a Contract for provision of Services by such Supplier to Camosun, but Camosun will not be bound to agree to any term or condition which may be contained in such Proposal. No Supplier will acquire any legal or equitable rights or privileges with respect to the provision of the Services to Camosun until a Contract has been signed sealed and delivered by both the Supplier and Camosun.

#### **4.14 Assignment of Contract**

No Supplier will have any rights pursuant this RFP or by virtue of having its Proposal accepted which are capable of transfer or assignment to any person. The Contract will contain provisions pursuant to which the Contract cannot be transferred or assigned without the consent of Camosun, in its unfettered discretion. The Contract will limit the subcontracting of Services without the prior written consent of Camosun, not to be unreasonably withheld.

#### **4.15 Acceptance of Terms**

By submitting a Proposal, a Supplier will be deemed to have accepted all of the terms and conditions of this RFP. Any terms and conditions contained within a Proposal which are

inconsistent with this RFP will not be binding upon Camosun, even if such Proposal is accepted by Camosun, unless Camosun expressly agrees to the contrary at the time of acceptance.

#### **4.16 Termination**

Camosun may terminate the Contract of the supplier at any time becomes bankrupt, makes an assignment of his property for the benefit of his creditors, or if a receiver or liquidator should be appointed.

Camosun may terminate the Contract in whole or in part if the Supplier defaults in the fulfillment of any or all of its obligations under the Contract provided that; except in the case where Camosun acting reasonably deems it impractical, the Supplier shall be entitled to cure the default within the 30 days period or as mutually extended by agreement between Camosun and the Supplier, shall entitle Camosun to terminate the contract immediately.

In the event that Camosun does terminate the Contract in whole or in part as specified above, Camosun may procure items or services similar to those so terminated and the Supplier may be liable to Camosun for any excess costs for such similar items or services.

Notwithstanding the provisions specified above, Camosun shall be entitled at anytime during the Contract to terminate the Contract upon written notice to the Supplier. Upon receipt of written notice of termination, the Supplier shall discontinue providing the services in accordance with the notice.

#### **4.17 Governing Law**

The Agreement will be construed under and according to the laws of the Province of British Columbia the parties irrevocably submit to the jurisdiction of the Courts of the Province of British Columbia.

#### **4.18 Internal Complaint Process**

The Purchasing Department will follow the formal protest hearing process for any complaints which may be filed in accordance with the Agreement on Internal Trade. In no event will any complaint delay the negotiation of the Contract with the Supplier selected by Camosun.

#### **4.19 No Partnership or Agency**

In no event will a Supplier be a partner or agent of Camosun. The relationship of Camosun and the Supplier will be that of independently contracting parties and subject to the limitations set out in the Contract.

### **5. CONFIDENTIALITY AND SECURITY**

#### **5.1 Non-Disclosure**

Neither this RFP nor any portion hereof nor any portion of the Reference Documents, will be used by the Supplier for any purpose other than the submission of Proposals. Information pertaining to Camosun obtained by the Supplier as a result of participation in this project is confidential and must not be disclosed without written authorization from Camosun, as applicable. Suppliers will not confer with each other in relation to this RFP or any Proposal which they may make.

#### **5.2 Security Standards**

The Supplier must maintain security standards consistent with security policies of the Government of British Columbia. These include strict control of access to data and maintaining

confidentiality of information gained while making this Proposal, negotiating a Contract and carrying out the Services.

### **5.3 Conflict of Interest/Code of Conduct**

Suppliers must comply with the Camosun Conflict of Interest Policy in all respects. Camosun Conflict of Interest Policy states in part “No conflict will exist between the private interest of employees and the discharge of their duties or the operation of Camosun.” And “Employees, in the performance of their duties, will not give preferential treatment to relatives or friends, or to organizations in which they or their relatives or friends have an interest, financial or otherwise.”

A full copy of the Conflict of Interest policy can be obtained at:

<http://www.camosun.bc.ca/about/policies/operations/o-5-human-resources/o-5.11.pdf>

or by requesting a faxed copy of this policy by calling the Purchasing Office at 250-370-3044.

The Supplier is required to fully disclose the name(s) of any Camosun employee who may be in a conflict of interest should the Supplier be successful.

### **5.4 No Lobbying**

Until Camosun announces the preferred Supplier, this RFP, Suppliers must not attempt to communicate directly or indirectly with any employee, contractor, consultant or representative of Camosun, including the Evaluation Team or with any elected officials of the Province or any person known by the Supplier to be on the Evaluation Team, other than Camosun’s Purchasing Services without written consent from Purchasing Services. In this regard, all contractual or specification inquiries must be directed in writing by fax to Doug McCurdy, Purchasing Services 250-370-3662. Camosun reserves the right to disqualify any Supplier from submitting a Proposal if such Supplier fails to adhere to the provisions of this Section 5.4. Under no circumstance will a Supplier communicate with members of the public or the media about the supply of furniture and office systems, a Proposal or a Contract, other than as expressly directed or permitted by Camosun.

### **5.5 Disqualification**

Any disclosure by a Supplier contrary to Section 5 of this RFP will entitle Camosun to disqualify the offending Supplier from the RFP process and any future business dealings with Camosun.

## **6. LICENSING, LAW, PERMITS AND TAXES**

### **6.1 Legal Compliance**

The Supplier will comply with all applicable federal, provincial and municipal laws and regulations relating to the Services and will pay for all permits and certificates required in the performance of the Services.

### **6.2 Licensing**

The Supplier must be licensed to perform the Services under all applicable acts and regulations of the Province of British Columbia. Licenses must be in good standing throughout the duration of the Contract. Failure to maintain licenses and qualifications will constitute a breach of the Contract.

### **6.3 Taxes**

The Supplier will pay in full any applicable federal, provincial and municipal taxes which are the obligation of the Supplier and which are in force for the time being, throughout the duration of the Contract.

### **6.4 WCB**

The Supplier will be registered in good standing with the Workers' Compensation Board of British Columbia for the duration of the Contract.

### **6.5 Safety and Health and Harassment/Human Rights**

Camosun has published Safety and Health and Harassment/Human Rights policies. All Suppliers must perform all work following these guidelines in addition to all applicable laws. A full copy of the Safety and Health and Harassment/Human Rights policy can be obtained by requesting a faxed copy by calling the Purchasing Office at 250-370-3044.

## **7. INSURANCE**

### **7.1 Mandatory Insurance Terms**

All the insurance policies which the Supplier is required to obtain will provide:

- (a) that the insurance will not be cancelled, or materially changed in any way without the insurer giving at least thirty days (30) prior written notice to Camosun;
- (b) will be with insurers registered in and licensed to underwrite such insurance in the Province of British Columbia;
- (c) will be at no expense to Camosun;

### **7.2 Supplier's Insurance Coverage**

The Supplier, during the term of the Contract, will provide and maintain the following insurance which will be placed with such company or companies and in such form and amounts and with such deductibles as may be acceptable to Camosun:

- (a) automobile liability coverage on all licensed vehicles owned by or leased to the Supplier, protecting against damages arising from bodily injury (including death) and from claims for property damage arising out of their use in the operations of the Supplier, the Supplier's sub-consultants and their respective servants, agents or employees under the Contract. Such insurance will be for an adequate amount acceptable to Camosun and will in any event be not less than \$1,000,000.00 inclusive of any one accident.
- (b) The Supplier will have in effect at all times during the continuation of this Agreement and during any stipulated warranty periods, an occurrence based contract of Comprehensive or Commercial General Liability (including products and completed operations, blanket or broad form contractual, personal bodily injury and broad form property damage) covering the Supplier, its servants, employee, officer, director, agents, sub-contractor or Affiliates with minimum limits of \$5,000,000 per occurrence.

The Supplier will ascertain that all sub-consultants employed by the Supplier carry insurance in the form and limits specified in this Section 7.

Evidence of insurance in such form as may be required will be lodged with Camosun prior to the commencement of any of the Supplier's services.

Any liability of the Supplier under the Contract will not be affected by the provisions of this Section 7.

### **7.3 Camosun's Insurance Coverage**

Camosun will provide for its own benefit, as well as for the benefit of the Supplier and its sub-consultants:

(a) Comprehensive General Liability coverage protecting Camosun, the Supplier, the Supplier's sub-consultants and their respective servants, agents or employees against damages arising from personal injury (including death) and claims for property damage which may arise out of the operations of the Supplier, the Supplier's sub-consultants, and their respective servants, agents or employees under this agreement. Such insurance will be for an amount of \$5,000,000.00 inclusive for any one occurrence, and will include a standard form of cross-liability clause. Camosun, the Supplier and his sub-consultants will observe and cause to be observed the terms, conditions and exclusions of such coverage and will be responsible for any failure to do so. Completed operations coverage will be maintained by Camosun for a period of not less than 24 months after the performance of the work; and

(b) All Risks Coverage covering all property of every description to be used in the purchase of furniture and office systems, including structures, equipment furnishing, temporary works, and all other property to be installed in or supplied to or purchased for the work while at the place of work or elsewhere in Canada or the continental United States of America or in storage or in transit within and between these places (excluding ocean marine transit) and until erection, testing and the work of any portion thereof is completed and finally accepted by Camosun.

The Supplier and the Supplier's sub-consultants will observe or cause to be observed, the terms, conditions and exclusions of Camosun's coverage and be responsible for any failure to do so. This insurance will not cover any tools or equipment owned or rented by the Supplier or any sub-consultant.

Certificates evidencing Camosun's insurance may be obtained upon request to Camosun.

### **7.4 Loss**

In the event of loss, the Supplier will immediately notify Camosun with full details of the incident. The Supplier will act in the best interests of Camosun and any adjustment of the loss with Insurers and repairs will be carried out subject to the instructions of Camosun. The Supplier will be entitled to such reasonable extension of time for completion of his services as Camosun may decide.

### **7.5 Indemnity**

Notwithstanding the provision of insurance coverage by Camosun, the Supplier hereby agrees to indemnify and save harmless Camosun, its successors, assigns and authorized representatives and each of them from and against losses, claims, damages, actions and causes of action (collectively referred to as "claims") that Camosun may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Supplier or the Suppliers sub-consultants, servants, agents or employees, excepting always that this indemnity does not apply to the extent, if any, to which the claims are caused by errors, omissions or the negligent acts of Camosun, its other consultants, assigns and authorized representatives or any other person.

## **8. REFERENCES**

### **8.1 References**

Proposals must include at least 3 references for similar or relevant projects (for which the Supplier provided furniture and office systems) and include a contact name (key decision-maker), address, phone

number and email address. A clear indication of the role played by the Supplier in each of these references must be included.

## **SCHEDULE A**

### **PROJECT BACKGROUND**

#### **Camosun College**

Camosun is a dynamic and innovative community college and is one of the most comprehensive public post-secondary institutions in the Province of British Columbia. Camosun offers a variety of programs including Career, Technical, Vocational, first and second year University Transfer, Adult Basic Education, Sport Education and English as a Second Language.

Camosun has two main campuses serving a diverse population of over 8000 credit students, 10,000 non-credit students and 800 to 1000 international students each year, with a budget of \$115 million. Future plans include the creation of a new Health Sciences Building as well as the addition of student residences at one or both campuses.

Additional information about Camosun can be obtained from Camosun's website at [www.camosun.bc.ca](http://www.camosun.bc.ca)

**SCHEDULE B**  
**SERVICES AND SPECIFICATIONS**

**REQUIREMENTS**

The services listed below are the minimum Services that should be addressed in your Proposal. If the Supplier has other services to offer which would benefit the supply of furniture and office systems, the Supplier is free to include them in its Proposal.

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Camosun invites Proponents to enter into a three (3) year agreement(s) with the option of one (1) two year extension, with the college for the supply, delivery and installation of Office Furniture and related accessories at various buildings at both the Lansdowne and Inteurban campuses, and including the Pacific Institute for Sport Excellence facility, as detailed in Schedules F through K. Contracts will be based on a percentage discount from the manufacturer's or wholesalers supply list or catalogue price. The College reserves the right to invite individual "bulk bids or quotations" outside of the RFP during the term of an Agreement executed pursuant to this RFP, and to make purchases outside of any agreement executed under this RFP when it deems it to be in the College's best interest.

**Warranties And Guarantees**

If within a period of one (1) year from the date of acceptance of the services by Camosun, such services or any portion thereof are found by Camosun to be defective or faulty due to imperfect or bad design, or inferior quality, the Proponent agrees to replace such defective services forthwith without expense to Camosun.

Proponents are to specify written warranty periods, from the date of acceptance of any item under the respective Camosun RFP and Agreement.

Proponents are to provide warranty details on each product. Contract will include assistance with all warranty issues, reporting, resolution, removal for repair or replacement, temporary replacement product as required and warranty tracking by supplier.

**Delivery, Installation and Closures**

Proponents must indicate response time from the date and time of services being requested on an order by order basis.

Should the Proponent contemplate any delay in delivery or installation, Camosun's representative shall be notified in order that other remedial action may be taken to prevent delay in performance.

Delivery to the installation job-site shall be coordinated with Camosun's designated representative.

Deliveries arriving unscheduled will be returned at Suppliers expense.

Proponents shall indicate the Agent that will perform subsequent warranty and/or service work if other than the supplier.

All materials shall be delivered to the site with the Manufacturer's wrappings and labels intact.

The Supplier/Installer shall perform the installation in accordance with the drawings, specifications and written instructions provided by the Camosun designated representative. To do so, the Supplier/Installer

shall use only skilled tradespersons knowledgeable of all aspects and procedures of the installation. The number of these tradespersons shall be sufficient to satisfy Camosun's designated representative that the installation will proceed and be completed in accordance with the scheduled completion date.

Seismic restraint will be required and will be included in quote for High Density File and Binder storage systems and will be performed under the direction and supervision of the college.

The Supplier/Installer shall install all components so as to give a consistent appearance of quality and good workmanship and shall do so in accordance with Manufacturers' recommendations. All products provided with leveling devices shall be made level and stable, and where mating components are joined; such joints shall be uniform and shall be flush where so intended.

### **Clean for Acceptance**

The Supplier/Installer shall leave all products dust free, grease free, and generally clean so that the representative may inspect them for preliminary acceptance.

### **Removal of Packaging and Debris**

The Supplier/Installer shall deliver all products using the most fuel efficient practices available to them. Products will be packaged with as minimal wrappings as possible while ensuring safety and avoidance of scratches and dents. Packaging will be removed from products at time of installation, from each area, as the installation progresses. The Supplier/Installer shall remove all debris materials from the installation site immediately upon completion of the installation and shall recycle of same within the laws and regulations of the local jurisdiction.

### **Final Clean-Up**

The Supplier/Installer shall be responsible, at no additional cost, for the final clean-up of all work carried out under this Contract, to the satisfaction of the representative of the college.

### **Recycling of Old Furniture**

Please provide a detailed plan for the pickup, removal and recycling of any furniture which is deemed unusable by the College and is being replaced with a newly purchased item. Note any additional documentation or costs created by this process and detail the process necessary to ensure old furniture is removed at the time of delivery.

### **Maintenance, Tools and Training**

The Supplier/Installer shall provide all necessary training and appropriate tool kits to personnel designated by the representative of the college.

### **Recommended Maintenance**

Where applicable, the Supplier/Installer shall provide the college with two copies of the Manufacturer's printed maintenance recommendations. These shall be on the Manufacturer's letterhead and accompanied by the Supplier/ Installer's written acknowledgment of the procedures.

### **Brochures, Drawings and Product Library**

Proponents are required to provide illustrative brochures and shop/detailed drawing, in print and CD formats, that represent all products being proposed, and these must be included with your proposal response submission. All drawings or photographs are for illustrative purposes only unless stated otherwise.

It will be the Proponent's responsibility to maintain an up to date physical product library, including all specifications, fabric and colour samples on Camosun premises. The college's Supervisor – Physical Resources Projects will require duplicate sets of colour and fabric sample cards. This library will be updated on a bi-annual basis and this work will be scheduled.

### **Specifications and Drawings**

Prior to commencement of installation, the Supplier shall review all details in connection with the installation and ensure that drawings, specifications and quantities are consistent with specified requirements. Any apparent discrepancies shall be communicated to Camosun's designated representative and resolved prior to shipment and installation of the respective items of product.

### **Pricing and Project Costing**

Proponents are to provide comprehensive firm fixed prices and overall product costs for each element or component identified within their Proposal Response as illustrated in Schedule D and detailed in Schedule D-1.

Proponents must submit the percentage (%) discount off (-) the current catalogue list price for other models, makes, or brands, and optional equipment not specifically identified in the RFP. **Proponents must specify the name and date of the catalogue list pricing and include a copy with the proposal response submission.** Camosun reserves the right to purchase furniture and related items not specifically listed in this Request for Proposal at the discount price quoted on your proposal response submission, or to solicit a new quotation as deemed to be in Camosun's best interest.

Proponents are required to provide details on all elements of cost for the following categories by specific Phases of the Project where applicable:

Design Fees: Design fees where authorized by Camosun's designated representative are to be billed separately as follow:

Primary/lead designer:	\$____/hr.
Portion of hour:	\$____/hr.
Assistant:	\$____/hr.
Portion of hour:	\$____/hr.
Other (Specify)[_____]	\$____/hr.

Camosun does not allow contingency or bonus based fee structures.

Installation Charges: Dismantling and Installation fees where authorized by Camosun's designated representative are to be billed separately as follow:

Primary/lead installer: \$\_\_\_\_\_/hr.  
Portion of hour: \$\_\_\_\_\_/hr.  
Assistant: \$\_\_\_\_\_/hr.  
Portion of hour: \$\_\_\_\_\_/hr.  
Other (Specify) [\_\_\_\_\_] \$\_\_\_\_\_/hr.

Camosun does not allow contingency or bonus based fee structures.

Truck Charges: \$\_\_\_\_\_/hour or \$\_\_\_\_\_/day  
Specify min. if applicable \_\_\_\_\_  
Out of Pocket Expenses: Specify types of expenses and projected costs.

All prices shall be quoted F.O.B. installed at the job-site, location designated in this document. Show PST and GST as separate line items. Pricing to include all freight, local delivery, assembly where required, installation charges and all applicable import duties.

Camosun reserves the right to negotiate volume discounts over and above the annual volume. Camosun will therefore request further volume discounts for large volume furniture requirements during the contract term.

**SCHEDULE C**  
**PROPOSAL EVALUATION**

Please provide the following information for each evaluation factor.

Proposals meeting the mandatory requirements will be further assessed against the following desirable criteria. Note: This table and category values varies with each RFP.

<u>%</u>	<u>Criterion</u>	<u>Factor</u>	<u>Weight (1-5)</u>	<u>Rating (1-10)</u>	<u>Point Score Weight × Rating</u>	<u>Comment</u>
8%	Corporate Capability & Company Qualifications. Terms and Conditions	<ul style="list-style-type: none"> <li>- Organizational</li> <li>- Financial stability and profile</li> <li>- Marketplace credentials</li> <li>- Victoria presence</li> <li>- Corporate commitment</li> <li>- Track record - similar projects</li> <li>- Track record joint venture/prime Supplier/Service Provider</li> <li>- Assessment of the qualifications and track record of Sub-Proponents</li> <li>- Corporate profile</li> <li>- Sub-Proponents' (alliances and consortiums)</li> <li>- References</li> </ul>				
10%	Business Process & Application Solution	<ul style="list-style-type: none"> <li>- Extent which proposed solution supports the business requirements identified</li> <li>- Functional requirements expressed in Response Format Document</li> </ul>				
18%	Technical Solution  Minimum upset score - 65% of the total allotted point score	<ul style="list-style-type: none"> <li>- Extent to which the proposed solution supports the business requirement (Section 1 of the RFP)</li> <li>- Specific technical requirements expressed in the Response Format document</li> <li>- Assessment of Proponent technical qualifications</li> <li>- technical experience</li> </ul>				
6%	Approach and Implementation Strategy	<ul style="list-style-type: none"> <li>- Proponent understanding of the scope and impact of this initiative</li> <li>- Completeness of the approach and implementation</li> <li>- strategy proposed</li> </ul>				
6%	Project Organization, Team and Project Management	<ul style="list-style-type: none"> <li>- Project organization proposed</li> <li>- Background, skills and experience of personnel assigned to the project</li> <li>- Project management capability and experience of the team proposed</li> </ul>				

19%	Environmental and Energy Management Strategies and Policies	<ul style="list-style-type: none"> <li>- Green and Energy Corporate Statement</li> <li>- Delivery/Packaging Practices</li> <li>- Recycling Practices</li> <li>- Options for removal of displaced furniture</li> <li>- Product environmentally friendly manufacturing content</li> </ul>				
24%	Benefits and Costs	<ul style="list-style-type: none"> <li>- Benefit to college community</li> <li>- Sustainability benefits</li> <li>- Meet or exceed program goals (Section 1 of RFP)</li> <li>- Firm pricing</li> <li>- Completeness of pricing proposed</li> <li>- Ergonomics, Accessibility and Accommodation</li> </ul>				
9%	Value Added	<ul style="list-style-type: none"> <li>- Added value and unique offerings as determined by Camosun, in Camosun's unfettered discretion – 5 points</li> </ul>				

**SCHEDULE D**  
**PROPOSAL FORM**

**Project Title:** 10-01-2034 Furniture and Office Systems

**Location:** Victoria, British Columbia

**Submitted to:** Camosun College  
Purchasing Department  
Request for Proposal # 10-01-2034  
Paul Building, Room 201  
3100 Foul Bay Road  
Victoria, B.C.  
V8P 5J2

We, the undersigned (the “Supplier”) hereby submit our Proposal to provide the Services, in response to and subject to the terms and conditions of the Request for Proposals made by Camosun dated December 11<sup>th</sup>, 2009 and all Addenda issued to date in respect thereof (collectively, the “RFP”) in relation to the supply of Furniture and Office Systems.

**Definitions**

Unless a contrary intention is clearly indicated herein, terms and expressions used in this Proposal and not defined herein, but which are defined in the RFP, have the meanings given to them in the RFP.

**Proposal Firm and Irrevocable**

This Proposal constitutes a firm offer to Camosun, which we agree is irrevocable, binding on us, and cannot be withdrawn until 90 days after the Closing Time stipulated in the RFP (or such later Closing Time as may be extended by Camosun by addenda), or until the Contract for the Services is executed and delivered by both Camosun and a provider of the Services who is not the Supplier, whichever is earlier.

We agree that if the Supplier is accepted by Camosun, the Supplier will finalize the Contract generally in accordance with the RFP and within 8 weeks of the public announcement by Camosun of the Supplier for the Services. If the parties do not finalize the Contract to the satisfaction of Camosun during this time period, then the Supplier agrees and acknowledges that Camosun is entitled to break off negotiations with the Supplier and make alternative arrangements for the provision of the Services, if Camosun so chooses.

**Performance**

We agree to perform the Services to the quality, in the manner specified in, and in full compliance with the RFP, and agree to assume all obligations and liabilities imposed upon the Supplier by the RFP. We agree that if our Proposal varies from any terms or conditions set out in the RFP, even if we are accepted as Supplier, this does not mean that Camosun accepts any such variances.

### **Price**

We agree:

- a) to perform the Contract and to accept, as full compensation therefore, the applicable payments specified in our Proposal; and
- b) that, unless otherwise expressly stipulated in the Contract, we will receive no payment or other compensation under the Contract.

All prices stated in our Proposal, and in any submissions included with or incorporated into our Proposal, are expressed in Canadian currency and are all-inclusive, excluding GST.

### **RFP Review**

We agree that this Proposal is subject to the provisions of the RFP, including all privileges, exclusions and limitations of liability in favour of Camosun. We have notified Camosun of any deficiencies in, or omissions from the RFP. We certify that we have examined and are fully familiar with all of the provisions of the RFP and any addenda issued pursuant thereto; that we have carefully checked all the facts and figures and all statements made in this Proposal; that we have conducted such investigations as are prudent and reasonable in preparing this Proposal, including a thorough review of the Reference Documents if any and all such other matters which may in any way affect our performance of the Services.

### **No Collusion or Conflict**

In preparing and submitting this Proposal, we represent, warrant and confirm that we have not discussed or communicated, directly or indirectly, with any other person who is submitting a Proposal to supply the Services or any employee, agent or representative of any other such person regarding the content or presentation of their Proposals. This Proposal has been submitted without any connection, knowledge, collusion, comparison of figures or arrangement with any other person who is submitting a Proposal to supply the Services or any employee, agent or representative of any such person. Neither we, nor any of our partners (if we are a partnership), or any of our members (if we are a joint venture or consortium), have any interest whatsoever in the Proposal of any person who is submitting a Proposal to provide the Services, either directly or indirectly, and we have not entered into any formal or informal arrangement, agreement or understanding before the submission of this Proposal that would have such a result.

### **Evidence of Authority**

By executing this Proposal, each of the undersigned parties and persons represent and warrant that it has full authority to do so and to bind the corporation(s), joint venture(s), consortium (consortia) and partnership(s) on whose behalf they have executed this Proposal, and that the Proposal is binding and enforceable against them in accordance with its terms. If required by Camosun, the undersigned will provide evidence of good standing of the corporation(s), the joint venture(s) or the partnership(s) which constitute the Supplier, together with evidence that the person(s) signing this Proposal on their behalf is/are authorized to bind the Supplier (and also each member of any joint venture, consortium or partnership forming the Supplier) to this Proposal and to the Contract contemplated by this Proposal.

**IN WITNESS WHEREOF** we have executed this Proposal as of the \_\_\_\_ day of \_\_\_\_\_, 2009.

Supplier:

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Street Address or Postal Box Number)

(Apply Seal if Available)

\_\_\_\_\_

(City, Province & Postal Code)

**Authorized Signatory:** \_\_\_\_\_

**Name & Title:** \_\_\_\_\_

(Please Print or Type)

**Witness:** \_\_\_\_\_

**IF THE SUPPLIER IS A JOINT VENTURE:**

Executed and delivered by:

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Street Address or Postal Box Number)

(Apply Seal if Available)

\_\_\_\_\_

(City, Province & Postal Code)

**Authorized Signatory:** \_\_\_\_\_

**Name & Title:** \_\_\_\_\_

(Please Print or Type)

(Name) \_\_\_\_\_

(Street Address or Postal Box Number) \_\_\_\_\_

(Apply Seal if Available)

(City, Province & Postal Code) \_\_\_\_\_

**Authorized Signatory:** \_\_\_\_\_

**Name & Title:** \_\_\_\_\_

(Please Print or Type)

**SCHEDULE E**  
**REFERENCE DOCUMENTS**

