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## **REQUEST FOR SUPPLY ARRANGEMENTS**

### **OFFICE FURNITURE FOR CATEGORY "OFFICE SEATING" Covering Rotary & Side Chairs**

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information; provides a general description of the requirement;
- Part 2 Supplier Instructions; provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions; provides Suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection; indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement, the security requirement, if applicable, and the basis of selection;
- Part 5 Certifications, includes the certifications and other information to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
  - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
  - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
  - 6C, includes General Information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Requirement under the Supply Arrangement, the Supplier's Products & Pricing.

### **2. Summary**

- 1. The RFSA covers two procurement streams:
  - i. Aboriginal Suppliers wishing to submit an arrangement under the Procurement Strategy for Aboriginal Business (PSAB). For the purpose of the RFSA, this stream is titled "PSAB" or "PSAB Suppliers" or "PSAB stream".
  - ii. Any Supplier wishing to submit an arrangement not pursuant to the PSAB. For the purpose of the RFSA, this stream is titled "General" or "General Suppliers" or "General stream".

2. Public Works and Government Services Canada (PWGSC) intends to establish Supply Arrangements for the supply, delivery and installation of Office Seating as set out in the RFSA to any authorized representative of a government department, agency or Crown corporation listed in Schedules I, I.1, II, III of the *Financial Administration Act*, R.S., 1985, c. F-11 on an "as and when requested" basis.

General Suppliers must be able to provide the goods and services across Canada (nationally). PSAB Suppliers must be able to provide the goods and services either across Canada (nationally) or across at least one region of Canada.

3. Office Seating (OS) is comprised of the following three Sub-categories:

1. Rotary Office Chair;
2. Rotary Conference Chair; and;
3. Side Chair.

4. Two streams of SAs may be issued pursuant to this solicitation, as follows:

- a. a General stream
- b. a PSAB stream.

1. General Suppliers may offer:

- a. up to three Sub-categories of Office Seating;
- b. up to four Series of chairs for the Rotary Office Chair Sub-category;
- c. up to two Series of chairs for the Rotary Conference Chair Sub-category;
- d. up to two Series of chairs for the Side Chair Sub-category; and
- e. up to three models of chairs per Series.

Only one arrangement containing any combinations of a., b., c., d and e. above may be submitted per Supplier.

2. PSAB Suppliers may offer:

- a. up to three Sub-categories of Office Seating;
- b. up to six Series of chairs for the Rotary Office Chair Sub-category;
- c. up to four Series of chairs for the Conference Chair Sub-category;
- d. up to four Series of chairs for the Side Chair Sub-category; and
- e. up to three models of chairs per Series.

Only one arrangement containing any combinations of a., b., c., d and e. above may be submitted per Supplier.

### 5. Green Office Seating

The chairs offered may be recognized as a "Green Chair" provided the chairs meet the requirements of the Green Chair Recognition, Environmental Record for Green Office Seating and certain mandatory criteria of the RFSA.

### 6. Period of the Supply Arrangement

The resulting SA has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it.

### 7. Trade Agreements

#### a. For the PSAB stream:

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4 Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

#### b. For the General stream:

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

### 8. Suppliers must provide a list of names, or other related information, as needed, pursuant to section 01 of the Standard Instructions 2008.

## 3. Security Requirement

There is no security requirement associated with the issuance of the SA. However, the delivery and installation of the goods procured under this SA may be subject to security requirements. Any security requirements will be indicated in the bid solicitation and the appropriate clauses incorporated into the resulting contract.

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#### 4. Canadian Content

For the PSAB stream only:

Bid solicitations valued at \$25,000.00 (GST/HST included) or more and issued by PWGSC during the period of the SA may be conditionally limited to Canadian goods as defined in clause A3050T. In order for PSAB suppliers to bid a chair during the period of the SA that satisfies the Canadian Content Definition, PSAB suppliers must offer, with their arrangement, at least one model of chair that satisfies the Canadian Content Definition.

SACC Manual Clause A3050T (2010-01-11) - Canadian Content Definition

#### 5. Debriefings

After issuance of a Supply Arrangement, Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority (SAA) within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

#### 6. Key Terms

The following key terms are used throughout the RFSA and have the definition assigned to them below.

**Series (of chairs):** Refer to Annex A, Purchase Description - 8 (PD-8) paragraph 5.1 and Government Purchase Description - 6 (GPD-6) paragraph 5.1.

**Acquisitions Branch (AB):** Refers to the procurement offices of the Acquisitions Branch of Public Works and Government Services Canada (PWGSC) within PWGSC headquarters located in Gatineau, Quebec. The Supply Arrangement Authority forms part of AB.

**Acquisitions Program (AP):** Refers to the regional and headquarters procurement offices of PWGSC located throughout Canada.

**AB/P:** Refers to both AB and AP.

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## **PART 2 - SUPPLIER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSa) 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.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSa and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 (February 2013) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSa.

Subsection 5.4 of 2008, Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: sixty (60) days  
Insert: two hundred forty (240) calendar days

#### **1.1 SACC Manual Clauses**

SACC Manual Clause S2003T (12-12-2008) Ceiling Price

### **2. Submission of Arrangements**

Arrangements must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Supply Arrangement.

Due to the nature of the Request for Supply Arrangement, transmission of arrangements by facsimile or by electronic mail to PWGSC will not be accepted.

#### **2.1 Suppliers' Conference**

A Suppliers' conference will be held in Gatineau on May 2, 2013. The English conference will begin at 9:00 a.m. and end at 12:00 p.m. and the French conference will begin at 1:00 p.m. and end at 4:00 p.m. Suppliers also have the ability to attend the conference via teleconference. (The teleconference number will be available 3 working days before the conference). An amendment to the RFSa will be published on GETS on or before April 30, 2013 to advise on the exact location. The scope of the requirement outlined in the RFSa will be reviewed during the

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conference and questions will be answered. It is recommended that Suppliers who intend to submit an arrangement attend or send a representative.

Suppliers are requested to communicate with the Supply Arrangement Authority (SAA) before the conference to confirm their attendance either in person or by teleconference, provide in writing the name of the person(s) who will be attending the conference either in person or by teleconference and include a list of issues they wish to table at least 5 working days before the scheduled conference. Suppliers are requested to communicate with the SAA only by email at [francine.frigon@pwgsc-tpsgc.gc.ca](mailto:francine.frigon@pwgsc-tpsgc.gc.ca).

Any clarifications or changes to the RFSA resulting from the Suppliers' conference will be included as an amendment to the RFSA. Suppliers who do not attend will not be precluded from submitting an arrangement.

### **3. Enquiries - Request for Supply Arrangements**

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than twenty (20) calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by Suppliers 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 questions or may request that Suppliers do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Suppliers. Enquiries not submitted in a form that can be distributed to all Suppliers may not be answered by Canada.

### **4. Applicable Laws**

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 Suppliers.

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## **5. Descriptive Product Information on PWGSC Electronic Mediums**

Reference is made to Part 6A, section 14 “Descriptive Product Information on PWGSC Electronic Mediums”.

The Supplier is encouraged to add the pictures to a copy of the Excel spreadsheet that the Supplier will provide to Canada with its arrangement but may use another CD or DVD. Alternatively, the Supplier may add these pictures to its arrangement by bid closing date but is not required to do so.

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## **PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS**

### **1. Arrangement Preparation Instructions**

Canada requests that Suppliers provide the arrangement in separately bound sections as follows:

Sections I & II:

Technical Arrangement and Financial Arrangement: two (2) soft copies on CD or DVD (more than one CD or DVD may be submitted, if necessary, to accommodate the storage capacity of the CD or DVD)

Section III:

Certifications: one (1) hard copy

Canada requests that Suppliers follow the format instructions described below in the preparation of the arrangement.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Supply Arrangements.

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

To assist Canada in reaching its objectives, Suppliers should:

- 1) use 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, duo tangs or binders.

**Sections I and II:**

#### **1. Technical Arrangement**

In the technical arrangement, unless otherwise instructed in this RFSA, Suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

## **2. Financial Arrangement**

2.1 Suppliers must submit the financial arrangement in accordance with Part 4, section 1.2.1. Mandatory Financial Criteria. The total amount of Goods and Services Tax and/or Harmonized Sales Tax must be shown separately.

2.2 Exchange Rate Fluctuation

SACC Manual Clause C3011T (2010-01-11) – Exchange Rate Fluctuation

### **Section III:**

#### **Certifications and Other Information**

Suppliers must submit the certifications, related documentation and other information required under Part 5.

## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements, including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the arrangements.

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

- a) Responses to all mandatory technical criteria must be submitted with the arrangement no later than the closing date and time of the Request for Supply Arrangements.

1.1.1.A	Mandatory Technical Criteria (MTC)
	<p><u>MTC 1.1 – Maximum Chair Offer</u></p> <p>FOR THE GENERAL STREAM</p> <p>General Suppliers may offer:</p> <ol style="list-style-type: none"> <li>a. up to three Sub-categories of Office Seating;</li> <li>b. up to four Series of chairs for the Rotary Office Chair Sub-category;</li> <li>c. up to two Series of chairs for the Rotary Conference Chair Sub-category;</li> <li>d. up to two Series of chairs for the Side Chair Sub-category; and</li> <li>e. up to three models of chairs per Series.</li> </ol> <p>Only one arrangement for the General Stream containing any combinations of a., b., c., d. and e. above may be submitted per Supplier.</p>

	<p><b>FOR THE PSAB STREAM</b></p> <p>PSAB Suppliers may offer:</p> <ol style="list-style-type: none"> <li>a. up to three Sub-categories of Office Seating;</li> <li>b. up to six Series of chairs for the Rotary Office Chair Sub-category;</li> <li>c. up to four Series of chairs for the Rotary Conference Chair Sub-category;</li> <li>d. up to four Series of chairs for the Side Chair Sub-category; and</li> <li>e. up to three models of chairs per Series.</li> </ol> <p>Only one arrangement for the PSAB Stream containing any combinations of a., b., c., d. and e. above may be submitted per Supplier.</p>
	<p><b><u>MTC 1.2 – Describe Offered Chairs</u></b></p> <p>The Supplier must describe each chair being offered by completing and submitting Part 4 – Products and Pricing – Attachment 2 as per the instructions contained in Attachment 2. Failure to complete Part 4 – Products and Pricing – Attachment 2 as per the instructions in Part 4 will render the arrangement non-responsive.</p>
	<p><b><u>MTC 1.3 – Submit Description</u></b></p> <p>Suppliers must submit the completed Attachment 2 – Products and Pricing of Part 4 in an Excel version 2003 or older document in accordance with MTC 1.2. The CD or DVD must be readable and editable by the SAA.</p>
<b>MTC2</b>	<p><b><u>MTC 2.1 – Identify Upholstery</u></b></p> <p>For each model of chair offered, Suppliers must identify the upholstery type(s) (i.e. fabric and/or breathable material) by completing and submitting Part 4 – Products and Pricing – Attachment 2 as per the instructions contained in Attachment 2. Failure to complete Part 4 – Products and Pricing – Attachment 2 as per the instructions in Part 4 will render the arrangement non-responsive.</p>
<b>MTC3</b>	<p><b><u>Chairs Comply with all Specifications</u></b></p> <p><b><u>MTC 3.1 – Rotary Office Chair and Rotary Conference Chair.</u></b></p> <p>For Suppliers offering rotary chairs, the Supplier must offer rotary chairs that meet all specifications of PD-8 for rotary chairs listed in Annex A-1. In addition, by no later than the closing date of the RFSAs, all chairs offered must have undergone and successfully passed all of the applicable testing stipulated in Annex A-1 and including, as a minimum, the tests listed in Annex A-1 Tables I through IV.</p>

	<p><b><u>MTC 3.2</u></b> – Side Chair</p> <p>For Suppliers offering side chairs, the Supplier must offer side chairs that meet all specifications of GPD-6 for side chairs listed in Annex A-1. In addition, by no later than the closing date of the RFSA, all chairs offered must have undergone and successfully passed all of the applicable testing stipulated in Annex A-1 and including, as a minimum, the tests listed in Annex A-1 Tables I, III and IV.</p>
	<p><b><u>MTC 3.3</u></b></p> <p>To demonstrate compliance with MTC3.1 and MTC 3.2, Suppliers must complete and submit the Product Conformance Certification in Part 5 that correspond to the type of chair offered.</p>
<b>MTC4</b>	<p><b>Authorized Dealer</b></p> <p><b><u>MTC 4.1</u></b></p> <p>If the Supplier is not the manufacturer of the chairs offered but is submitting an arrangement offering the chairs of a manufacturer(s), the Supplier must</p> <ol style="list-style-type: none"> <li>i. be an authorized dealer of the manufacturer(s) for the chairs offered; `</li> <li>ii. submit a letter of authorization from each manufacturer whose products are being offered. The letter must: <ul style="list-style-type: none"> <li>• be an original version signed by the manufacturer and be under the letterhead of the manufacturer;</li> <li>• list the chair(s) Series name offered;</li> <li>• list the model number offered; and</li> <li>• confirm that the Supplier is in fact an authorized dealer for the chair(s) specified in the letter.</li> </ul> </li> </ol>
<b>MTC5</b>	<p><b><u>Work Coverage – National (across Canada excluding areas subject to the Comprehensive Land Claims Agreement(s) (CLCAs))</u></b></p> <p>This criterion applies to</p> <ol style="list-style-type: none"> <li>i. PSAB Suppliers who are offering National Coverage only; and</li> <li>ii. all General Suppliers.</li> </ol> <p><b><u>MTC 5.1</u></b></p> <p>For all chairs offered, the Supplier must perform the Work in all regions listed in Table 1 in section 12.3.1-N National Coverage of Part 6A. To demonstrate compliance, the Supplier must complete and submit Attachment 1- Work Coverage section 1.1 in Part 4.</p>

<b>MTC6</b>	<p><u>Work Coverage – Regional (covering one or more regions across Canada excluding areas subject to CLCAs)</u></p> <p>This criterion applies to PSAB Suppliers who are offering Regional Coverage instead of National Coverage.</p> <p><u>MTC 6.1</u></p> <p>For all chairs offered, the Supplier must perform the Work in all the region(s) identified by the Supplier in Table 1 section 12.3.1-R Regional Coverage of Part 6A. To demonstrate compliance, the Supplier must complete and submit Attachment 1 Work Coverage section 1.2 in Part 4.</p>
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## 1.2 Financial Evaluation

### 1.2.1 Mandatory Financial Criteria

- a) Responses to all mandatory financial criteria must be submitted with the arrangement no later than the closing date and time of the Request for Supply Arrangements.

1.2.1.A	Mandatory Financial Criteria (MFC)
<b>MFC1</b>	<p><u>MFC 1.1</u></p> <p>The Supplier must offer a ceiling unit price for each chair model offered. Each ceiling unit price must comply with the following:</p> <ol style="list-style-type: none"> <li>a. be in Canadian funds;</li> <li>b. be valid for the period listed in Part 6A, article 3.1.1.(b)(i) from the issuance of the SA;</li> <li>c. be inclusive of all upholstery types and colours to be offered in the resulting bid solicitations during the period of the resulting SA;</li> <li>d. be inclusive of all aspects of Annex A-1;</li> <li>e. be exclusive of delivery;</li> <li>f. be exclusive of installation services; and</li> <li>g. be exclusive of GST/HST.</li> </ol> <p><u>MFC 1.2</u></p> <p>The Supplier must list its ceiling unit price for each chair model offered in the “Unit Ceiling Price” column in Attachment 2 – Products and Pricing of Part 4 that was provided by the SAA in the CD with the solicitation package.</p> <p>Attachment 2 – Products and Pricing of Part 4 was created by PWGSC in Microsoft Excel version 2003. The Supplier must submit its completed Attachment 2 in</p>

Microsoft Excel version 2003 or older on CD or DVD that must be readable and editable by the SAA.

## 2. Basis of Selection

- a) An arrangement must comply with the requirements of the Request for Supply Arrangements and meet all mandatory technical evaluation criteria and financial evaluation criteria to be declared responsive.
- b) Responsive arrangements will be determined and recommended for issuance of a SA for responsive chairs on a per Supplier basis up to the limits listed below.

Supplier Stream	Limit for Rotary Office Chairs	Limit for Rotary Conference Chairs	Limit for Side Chairs
General	Up to four Series	Up to two Series	Up to two Series
	Up to three models per Series	Up to three models per Series	Up to three models per Series
PSAB	Up to six Series	Up to four Series	Up to four Series
	Up to three models per Series	Up to three models per Series	Up to three models per Series

## 3. Green Chair Recognition

Responsive arrangements recommended for issuance of a SA may include recognition of Office Seating as “Green Chair(s)” in the resulting SA if the chairs identified by the Supplier as “Green Chair” comply with the following as set out in Part – 4 Attachment 3 “Green Chair Recognition – Environmental Record for Green Office Seating”:

- a. a minimum of five criteria for the Sub-category “Materials”, and
- b. a minimum of four criteria for the Sub-category “Human and Ecosystem Health”.

Failure to meet the above minimum required criteria and submit the duly completed certification of the Product Conformance Certification in Part 5 – Section 2.4 will result in the responsive chair(s) not receiving Green Chair Recognition. Canada has the right to modify Attachment 2 – Products and Pricing of Annex B - Attachment 1 of the resulting SA.

## PART 4 – ATTACHMENT 1 WORK COVERAGE

### 1. Work Coverage

#### 1.1 National Coverage

The following applies to PSAB Suppliers offering national coverage and to all General Suppliers.

The Suppliers must complete the information about the Supplier and/or the authorized dealer(s) who will meet the requirements of section 12.3.1-N of Part 6A. The regions are defined in section 12.3.1-N of Part 6A.

The Supplier must provide the information required in columns B, C and D in each of the six regional tables listed below and these completed tables must be provided on a CD or DVD in Microsoft Word version 2000 or older. The CD or DVD must be readable and editable by the SAA. Failure to provide a readable and editable CD or DVD will render the arrangement non-responsive.

<b>Region: Pacific</b>			
<b>Business performing the Work:</b>		<b>Business Location:</b>	<b>Contact Information:</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
Supplier	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Authori- zed Dealer (s) (if applicab le)	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Add blocks of same requested information for as many dealers as you are offering.			

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Buyer ID - Id de l'acheteur

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<b>Region: Western</b>			
<b>Business performing the Work:</b>		<b>Business Location:</b>	<b>Contact Information:</b>
A	B	C	D
Supplier	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Authorized Dealer (s) (if applicable)	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Add blocks of same requested information for as many dealers as you are offering.			

<b>Region: Ontario</b>			
<b>Business performing the Work:</b>		<b>Business Location:</b>	<b>Contact Information:</b>
A	B	C	D
Supplier	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Authorized Dealer (s) (if applicable)	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Add blocks of same requested information for as many dealers as you are offering.			

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<b>Region: National Capital Region</b>			
<b>Business performing the Work:</b>		<b>Business Location:</b>	<b>Contact Information:</b>
A	B	C	D
Supplier	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Authorized Dealer (s) (if applicable)	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Add blocks of same requested information for as many dealers as you are offering.			

<b>Region: Quebec</b>			
<b>Business performing the Work:</b>		<b>Business Location:</b>	<b>Contact Information:</b>
A	B	C	D
Supplier	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Authorized Dealer (s) (if applicable)	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Add blocks of same requested information for as many dealers as you are offering.			

Solicitation No. - N° de l'invitation

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CCC No./N° CCC - FMS No/ N° VME

<b>Region: Atlantic</b>			
<b>Business performing the Work:</b>		<b>Business Location:</b>	<b>Contact Information:</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
Supplier	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Authorized Dealer (s) (if applicable)	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Add blocks of same requested information for as many dealers as you are offering.			

## 1.2 Regional Coverage

The following applies to PSAB Suppliers who are offering Regional Coverage only.

The Suppliers must complete the information about the Supplier and/or the authorized dealer(s) who will meet the requirements of section 12.3.1-R of Part 6A. The regions are defined in section 12.3.1-R of Part 6A.

The Supplier must provide the information required in columns B, C and D in each covered region table(s) listed below and this(these) completed table(s) must be provided on a CD or DVD in Microsoft Word version 2000 or older. The CD or DVD must be readable and editable by the SAA. Failure to provide a readable and editable CD or DVD will render the arrangement non-responsive.

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File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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<b>Region: Pacific</b>			
<b>Business performing the Work:</b>		<b>Business Location:</b>	<b>Contact Information:</b>
A	B	C	D
Supplier	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Authorized Dealer (s) (if applicable)	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Add blocks of same requested information for as many dealers as you are offering.			

<b>Region: Western</b>			
<b>Business performing the Work:</b>		<b>Business Location:</b>	<b>Contact Information:</b>
A	B	C	D
Supplier	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Authorized Dealer (s) (if applicable)	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Add blocks of same requested information for as many dealers as you are offering.			

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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<b>Region: Ontario</b>			
<b>Business performing the Work:</b>		<b>Business Location:</b>	<b>Contact Information:</b>
A	B	C	D
Supplier	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Authorized Dealer (s) (if applicable)	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Add blocks of same requested information for as many dealers as you are offering.			

<b>Region: National Capital Region</b>			
<b>Business performing the Work:</b>		<b>Business Location:</b>	<b>Contact Information:</b>
A	B	C	D
Supplier	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Authorized Dealer (s) (if applicable)	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Add blocks of same requested information for as many dealers as you are offering.			

Solicitation No. - N° de l'invitation

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Client Ref. No. - N° de réf. du client

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Amd. No. - N° de la modif.

File No. - N° du dossier

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Buyer ID - Id de l'acheteur

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CCC No./N° CCC - FMS No/ N° VME

<b>Region: Quebec</b>			
<b>Business performing the Work:</b>		<b>Business Location:</b>	<b>Contact Information:</b>
A	B	C	D
Supplier	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Authorized Dealer (s) (if applicable)	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Add blocks of same requested information for as many dealers as you are offering.			

<b>Region: Atlantic</b>			
<b>Business performing the Work:</b>		<b>Business Location:</b>	<b>Contact Information:</b>
A	B	C	D
Supplier	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Authorized Dealer (s) (if applicable)	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
	Name:		A. For General Enquiries Name: Tel. #: Facs #: E-mail:
Add blocks of same requested information for as many dealers as you are offering.			

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## **PART 4 – ATTACHMENT 2**

### **Products and Pricing**

The Products and Pricing – Attachment 2 was provided by the SAA on a CD as part of the solicitation package. During the RFSA period, Suppliers are to obtain the CD from GETS.

The Supplier must submit its completed Attachment 2, as per the instructions below, in Microsoft Excel version 2003 or older on CD or DVD that must be readable and editable by the SAA.

The instructions apply to both worksheets in the Attachment, respectively.

1. Add the required information below only to the blank fields in the CD. Do not alter any Government of Canada information, coding or formatting in the application.
2. Each basic chair feature contains one or more attributes. Where there are two or more attributes, Suppliers are to select and identify one attribute per model offered.
3. Add the chair's Series name for each Series offered.
4. Add the chair's model number for each chair offered within the Series offered. The model number must represent the combination of all basic features and selected attributes for the respective chair.
5. Ceiling Unit price, as instructed in Part 4, article 1.2.1 a), 1.2.1.A, MFC1.

In Attachment 2 – Products and Pricing of Part 4, Suppliers may, at their discretion indicate the model(s) meeting the Canadian Content Certification (PSAB only), and the Green Chair Recognition. If not indicated, the SAA may add the information to Attachment 2 – Products and Pricing using the information supplied by the Suppliers in response to other applicable instructions of the RFSA.

**PART 4 – ATTACHMENT 3**  
**Green Chair Recognition**  
**Environmental Record for Green Office Seating**

For every chair offered that the Supplier wishes to have recognized as a “Green Chair”, the Environmental Record for Green Office Seating must be completed.

The Supplier must submit its completed Attachment 3, as per the instruction below, in Microsoft Word version 2000 or older on CD or DVD that must be readable and editable by the SAA.

The Supplier must also indicate the name of the chair Series and the model number for each chair offered.

For every Environmental Record criterion the offered chair meets, the Supplier must place a mark or an “X” in the “Meets” column corresponding to the applicable criterion.

Environmental Record information for the responsive Green Chairs will be added to the resulting Supply Arrangement for the Identified User’s information under Annex C - Attachment 1 in Part 6C.

<b>ENVIRONMENTAL RECORD FOR GREEN OFFICE SEATING</b>		
Chair Series:		
Chair Model No.:		
<b>Reference*</b>	<b>Criteria</b>	<b>Meets</b>
<b>Category: Materials</b>		
<i>Materials prerequisite</i>		
5.1	The manufacturer of the product has implemented a Design for Environment (DFE) Program that includes the series submitted. The DFE program must, at a minimum, consist of the following elements: use of renewable materials; use of recycled materials; use of recyclable and biodegradable materials; end of life management; water management and energy efficiency.	
<i>Life Cycle Assessment</i>		
5.3.1	The Life Cycle Assessment (LCA) framework is incorporated into product design by applying the first two of the four LCA components in ISO 14040 and ISO 14044. The first two components are: 1) Goal and scope definition, and 2) Life cycle inventory.	
<i>Bio-based Renewable Materials – Sustainable Wood</i>		
In order to qualify for this criterion, the product must contain at least 5% wood by weight.		
5.6.1	A minimum of 20% of the total wood weight of the product is certified under the Program for the Endorsement of Forest Certification (PEFC) (Example: Forest Stewardship Council (FSC), Sustainable Forestry Initiative (SFI), Canadian Standards Association (CSA) ).	
5.7.2	The recovered content of the product exceeds the levels specified in the recovered materials content requirements listed in Table One by minimum 20 percent in each material category, relevant to the product. (Table One is reproduced below)	

<i>Extended Product Responsibility</i>		
5.9.1	The product is designed for <i>durability and/or upgradeability</i> . In order to accomplish this, the manufacturer of the product must adopt and publicize a policy stating that it will design and manufacture products that have a long useful life; can withstand repeated service, repair, and handling; and has standardized product parts and components available to facilitate maintenance, servicing, and reassembly. The policy may allow for the replacement of design components and reuse of functional components.	
5.9.2	The product is designed for <i>remanufacturing</i> . In order to accomplish this, the manufacturer of the product must conform to all three of the requirements below: <ul style="list-style-type: none"> <li>- Product disassembly instructions are publicly available;</li> <li>- Disassembly is possible with standard tools and does not require special training;</li> <li>- Disassembly can occur in a reasonable amount of time.</li> </ul>	
5.9.3	The product is designed for recycling. In order to accomplish this, the manufacturer of the product must conform to all four of the requirements below in its design for recycling: <ul style="list-style-type: none"> <li>i. Product disassembly instructions are publicly available;</li> <li>ii. Disassembly is possible with standard tools and does not require special training;</li> <li>iii. Disassembly of the product can occur in a reasonable amount of time;</li> <li>iv. Product parts are labeled, or otherwise identified, to facilitate separation by material content, and identification of any materials that may require special handling.</li> </ul>	
<i>Other Facilitation Efforts</i>		
5.9.4.1	The manufacturer of the product researches and publishes information on the highest value recovery opportunities for its submitted product lines and the materials that comprise them. This information must be available throughout the life of the product.	
5.9.4.2	There is a buy-back or take-back program for products. The Supplier may involve a third party in the buy-back/take-back program. The Supplier must ensure that the program is managed consistently with its own environmental programs. This information must be provided with the chair by a semi-permanent method. Examples of this might be a sticker, label or tag that references publicly available literature for this program.	
<b>Category: Human and Ecosystem Health</b>		
<i>Human and Ecosystem Health Prerequisites</i>		
7.1.1	The manufacturer of the product demonstrates compliance with all applicable environmental health and safety regulations.	
7.1.2	The manufacturer of the product has a chemical management policy that includes a statement of how the company assesses and reduces human and ecosystem health impacts.	
<i>ISO 14001 or Equivalent</i>		
7.2	The manufacturer of the product has ISO 14001 certification for the facility where the product is manufactured, or meets equivalent internationally recognized environmental management system standards, such as Eco-Management and Audit Scheme (EMAS) accreditation.	
<i>Chemical Management Plan</i>		
7.3	The manufacturer of the product has a system in place to acquire, use, store, transport and dispose of chemicals.	
<i>Effects of Product, Process and Maintenance Chemicals</i>		
7.4.1.1	Identify and assess all Material Safety Data Sheets (MSDS) reportable chemicals as defined by Occupational Safety and Health Administration (OSHA) 29 Code of Federal Regulations (CFR) 1910.1200 for human and ecosystem impact.	

PWGSC-i	The manufacturer of the product provides evidence that no halogenated flame retardants have been used in the padding, fabrics or surface treatments of metals. This must be supported with test reports when tested in accordance with the State of Washington Environmental Chamber Protocol for the Measurements of Pollutant Outgassing from Office Furniture based on ASTM D5116 Standard Guide for Small-Scale Environmental Chamber Determinations of Organic Emissions from Indoor Material/Products, or thorough extrapolation from the above test results for components or similar products using computer modeling.	
PWGSC-ii	The manufacturer of the product provides evidence that no ozone-depleting gases have been used to foam padding, including Bromochlorofluorocarbons, Hydrochlorofluorocarbons and Hydrofluorocarbons. Acceptable evidence includes full documentation of products used.	
PWGSC-iii	The manufacturer of the product provides evidence that no chloro-organic bleaching agents were used in the production of padding. Acceptable evidence includes full documentation of products used.	
<i>Low Emitting Furniture</i>		
7.6.1	Furniture emissions do not exceed the individual Volatile Organic Chemical (VOC) concentration criteria listed in the Individual Volatile Organic Chemical Concentration Limits Table at 336 hours when determined in accordance with the standard test method ANSI/BIFMA M7.1-2011 Standard Test Method for Determining VOC Emissions from Office Furniture Systems, Components, and Seating. (Individual Volatile Organic Chemical Concentration Limits table is reproduced below.)	
Reference numbers refer to ANSI/BIFMA E3-2011-E Furniture Sustainability Standard sections. Where no reference numbers are provided, the criteria were developed by PWGSC (PWGSC - i, ii, iii).		

**ANSI/BIFMA E3-2011-E Furniture Sustainability Standard  
Table One – Recovered Materials Content Requirements**

Product	Material	Post-consumer Content (%)	Total Recycled Content
Furniture structure	Steel	16	25
Furniture structure	Aluminum <sup>1</sup>	--	75
Cellulose Loose-Fill and Spray-On	Post-consumer Paper	75	75
Particleboard/ Fiberboard component <sup>2</sup>	Wood or wood Composite	--	80
	Agricultural fiber		90
Fabric	PET	See Note <sup>3</sup> Below	100
Plastic furniture component	Various (non-fabric)		20
Remanufactured or Refurbished Furniture	Various	25	25
Acoustical Material	Various		20
<ol style="list-style-type: none"> <li>This limit does not apply to extruded aluminum.</li> <li>Particleboard and fiberboard used in the wood components of office furniture may also contain other recovered cellulosic materials, including, but not limited to, paper, wheat straw, and bagasse. The percentages of these materials contained in the product would also count toward the recovered materials content level of the item.</li> <li>The 100% post-consumer content requirement of the CPG for PET fabric is not replicated here.</li> </ol>			
<i>Note: Post consumer and total recycled percentages are expressed as weight percent of total material specified.</i>			

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### Individual Volatile Organic Chemical Concentration Limits

Compound Name	Maximum Allowable Concentration ( $\mu\text{g}/\text{m}^3$ )
Ethylbenzene	500
Styrene	225
1,4-Dichlorobenzene	200
Epichlorohydrin	0.75
Ethylene Glycol	100
1-Methoxy-2-propanol (Propylene glycol monomethyl ether)	1750
Vinyl Acetate	50
Toluene	75
Chlorobenzene	250
Phenol	50
2-Methoxyethanol	15
Ethylene glycol monomethyl ether acetate	22.5
n-Hexane	1750
2-Ethoxyethanol	17.5
2-Ethoxyethyl acetate	75
1,4-Dioxane	750
Tetrachloroethylene	8.75
Formaldehyde	8.25
Isopropanol	1750
Chloroform	75
N,N-Dimethyl Formamide	20
Benzene	15
1,1,1-Trichloroethane	250
Acetaldehyde	35
Methylene Chloride	100
Carbon Disulfide	200
Trichloroethylene	150
1-Methyl-2-Pyrrolidinone	80
Naphthalene	2.25
Xylenes (m-,o-,p-Xylene combined)	175

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## **PART 5 – CERTIFICATIONS AND OTHER INFORMATION**

Suppliers must provide the required certifications, related documentation and other information to be issued a SA. Canada will declare an arrangement non-responsive if the required certifications, related documentation and other information requirements are not completed and submitted as requested.

Compliance with the certifications Suppliers provide to Canada is subject to verification by Canada during the arrangement evaluation period (before issuance of a SA) and after issuance of a SA. The SAA will have the right to ask for additional information to verify Suppliers' compliance with the certifications before issuance of a SA. The arrangement will be declared non-responsive if any certification made by the Supplier is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation and to comply with the request of the SAA for other information will also render the arrangement non-responsive.

### **Certifications**

#### **1. Mandatory Certifications Required Precedent to Issuance of a Supply Arrangement**

##### **1.1 Code of Conduct and Certifications – Related documentation**

1.1.1 By submitting an arrangement, the Supplier certifies as per section 01 of Standard Instructions 2008, for itself and its affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard Instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

#### **2. Additional Certifications and Other Information Precedent to Issuance of a Supply Arrangement**

The certifications and the other information listed below should be completed and submitted with the arrangement but may be submitted afterwards. If any of these required certifications and other information is not completed and submitted as requested, the SAA will so inform the Supplier and provide the Supplier with a time frame within which to meet the requirement. Failure to comply with the request of the SAA and meet the requirements within that time period will render the arrangement non-responsive.

##### **2.1 Federal Contractors Program for Employment Equity - Certification**

1. The Federal Contractors Program requires that some Suppliers, including a Supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment

equity. This is a condition precedent to the issuance of a Supply Arrangement. If the Supplier, or, if the Supplier is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a supply arrangement.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contract Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any arrangements from ineligible contractors, including an arrangement from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Supplier does not fall within the exceptions enumerated in 3(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Supplier must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity to the Labour Branch of HRSDC.

3. The Supplier, or, if the Supplier is a joint venture, the member of the joint venture, certifies its status with the FCP, as follows:

The Supplier or the member of the joint venture

(a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

(b) ( ) is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;

(c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

(d) ( ) is subject to the FCP, and has a valid certificate number as follows:  
 \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the [HRSDC Web site](#).

## 2.2 Set-Aside for Aboriginal Business – Certification

This provision applies only to PSAB Suppliers.

1. This procurement is set aside under the federal government's PSAB, as detailed in Annex 9.4 Requirements for the Set-aside Program for Aboriginal Business", of the *Supply Manual*.

2. The Supplier:

i. certifies that it meets, and will continue to meet throughout the duration of the Supply Arrangement, the requirements described in the above-mentioned annex.

ii agrees that any subcontractor it engages under the Arrangement must satisfy the requirements described in the above-mentioned annex.

iii agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Supplier must check the applicable box below:

i  The Supplier is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

**OR**

ii  The Supplier is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Supplier must check the applicable box below:

i  The Aboriginal business has fewer than six full-time employees.

**OR**

ii  The Aboriginal business has six or more full-time employees.

5. The Supplier must, upon request by Canada, provide all information and evidence supporting this certification. The Supplier must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Supplier must provide all reasonably required facilities for any audits.

6. By submitting an arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

**2.3 Canadian Content Certification – For PSAB Suppliers Only**

1. SACC Manual clause A3050T (2010-01-11) - Canadian Content Definition

2. Bid solicitations set-aside under the PSAB during the period of the resulting SA may be conditionally limited to Canadian goods, but only for the bid solicitations in Tiers 3 and 4 for which PWGSC is the Contracting Authority. (See Part 6B for definition of Tiers.)

3. PSAB suppliers wishing to be eligible to submit a bid in response to bid solicitations at sub-section 2. above must offer, with their arrangement in response to this RFSA, one or more chair models meeting the Canadian Content Definition and submit the Canadian Content Certification below with their arrangement. The Supplier must validate its Canadian Content Certification if and as requested by Canada; and Canada's request may occur at any time.

4. Not all chair models offered are required to meet the Canadian Content Definition. For example, if the arrangement includes three models, the Supplier could offer a single chair model and it is this model that the Supplier would bid in response to the bid solicitation during the period of the SA.

5. For each chair model that the Supplier has identified as meeting the Canadian Content Definition, the Supplier should complete the certification below and submit it with its arrangement. If the certification is not completed and submitted with the arrangement, the SAA will so inform the Supplier and provide the Supplier with a time frame within which to submit this completed certification. Failure to comply with the request of the SAA will render the chair model(s) of the arrangement as not meeting the Canadian Content Definition and the supplier can not bid this (these) model(s) as meeting the Canadian Content Definition for bid solicitations during the period of the SA.

“The Supplier certifies that:

( ) the good(s) offered are Canadian goods as defined in paragraph 1 in clause A3050T and the good(s) will continue to be Canadian goods as defined in paragraph 1 in clause A3050T throughout the duration of the Supply Arrangement.

This certification applies to the following chair model(s). (List only the chairs meeting the Canadian Content Definition and add more rows if necessary):

1. Model Number: \_\_\_\_\_  
Series Name: \_\_\_\_\_

2. Model Number: \_\_\_\_\_  
Series Name: \_\_\_\_\_

3. Model Number: \_\_\_\_\_  
Series Name: \_\_\_\_\_
4. Model Number: \_\_\_\_\_  
Series Name: \_\_\_\_\_
5. Model Number: \_\_\_\_\_  
Series Name: \_\_\_\_\_
6. Model Number: \_\_\_\_\_  
Series Name: \_\_\_\_\_ ”

## 2.4 Green Chair Recognition Product Conformance

For products identified by the Supplier as “Green Chair Recognition”: "The Supplier certifies that all of the chairs offered conform, and will continue to conform throughout the duration of the SA, to all of the Environmental Record criteria selected by the Supplier in Part 4 Attachment 3.

## 2.5 Other Information

### 2.5.1 Supplier Contacts & Official Language

Suppliers must complete the information requested below and should submit with the arrangement.

<b>A</b>	<b>For General Inquiries</b> regarding the Supply Arrangement, how to contact Authorized Dealers (if any), etc.	
	Name:	
	Telephone No.:	
	Facsimile No.:	
	E-mail:	
<b>B</b>	<b>For Receiving Bid Solicitations pursuant</b> to the resulting Supply Arrangement (only one contact is to be given and only one contact will be used by Canada):	
	Name:	
	Telephone No.:	
	Facsimile No.:	
	E-mail:	

C	<b>Supplier's Website address:</b>	
D	<b>Supplier's Official Language:</b> The Supplier's preferred official language(s) for receiving Bid Solicitations pursuant to the resulting Supply Arrangements. Supplier must place a mark or an "x" in the choice below.	
	French: _____ / English: _____	

### 2.5.2 Payment by Credit Card

Canada requests that Suppliers complete one of the following:

- (i)  Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices. The following credit card(s) are accepted:
- VISA
  - Master Card

OR

- (ii)  Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

The Supplier is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of invoices will not be considered as an evaluation criterion.

### 3. Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications with their arrangement.

#### 3.1 Product Conformance

Suppliers must complete the certification(s) corresponding to the product Sub-categories offered in their arrangement.

- a) ( ) For the Sub-categories Rotary Office Chair and Rotary Conference Chair: "The Supplier certifies that all of the chairs offered conform, and will continue to conform throughout the duration of the SA, to all specifications of, and meet the testing requirements detailed in, Part 6, Annex A including but not limited to the tests listed in Annex A-1 – Tables I through IV."
  
- b) ( ) For the Sub-category Side Chairs offered: "The Supplier certifies that all of the chairs offered conform, and will continue to conform throughout the duration of the SA, to all specifications of, and meet the testing requirements detailed in, Part 6, Annex A including but not limited to the tests listed in Annex A-1 - Tables I, III and IV."

**OFFICE FURNITURE  
FOR CATEGORY “OFFICE SEATING”  
Covering Rotary & Side Chairs**

**PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES**

**A. SUPPLY ARRANGEMENT**

1. Arrangement
2. Security Requirement
3. Standard Clauses and Conditions
4. Supply Arrangement Reporting
5. Term of Supply Arrangement
6. Authorities
7. Identified Users
8. On-going Opportunity for Qualification
9. Priority of Documents
10. Certifications
11. Applicable Laws
12. Supplier's Information
13. Supply through Authorized Dealers
14. Descriptive Product Information on PWGSC Electronic Mediums
15. AB Furniture Division Website
16. Combined Requirements
17. Marking for Warranty Tracking

**B. BID SOLICITATION**

1. Definitions
2. Establishing the Tier
3. Bid Solicitation on a Tier Basis
4. Bid Solicitation Documents

**C. RESULTING CONTRACT CLAUSES**

1. General

**List of Annexes (of the Supply Arrangement)**

Annex A	Requirement
Annex B	Products and Pricing - Attachment 1
Annex C	Environmental Record for Green Office Seating - Attachment 1

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## PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

### PART 6A. SUPPLY ARRANGEMENT

#### 1. Arrangement

1.1 The Supply Arrangement (SA) covers the Work described in the Requirement at Annex A.

#### 1.2 Key Terms

The following key terms are used throughout the SA and have the definition assigned to them below.

**Series (of chairs):** Refer to Annex A, Purchase Description - 8 (PD-8) paragraph 5.1 and Government Purchase Description - 6 (GPD-6) paragraph 5.1.

**Acquisitions Branch (AB):** Refers to the procurement offices of the Acquisitions Branch of Public Works and Government Services Canada (PWGSC) within PWGSC headquarters located in Gatineau, Quebec. The Supply Arrangement Authority forms part of AB.

**Acquisitions Program (AP):** Refers to the regional and headquarters procurement offices of PWGSC located throughout Canada.

**AB/P:** Refers to both AB and AP.

**Ceiling Price:** Refer to Part 6C, Annex B, Section B.

#### 2. Security Requirement

There is no security requirement associated with the issuance of a Supply Arrangement (SA). However, the delivery and installation of the goods procured under this SA may be subject to security requirements. Any security requirements will be indicated in the bid solicitation and the appropriate clauses incorporated into the resulting contract.

#### 3. Standard Clauses and Conditions

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

### 3.1 General Conditions

2020 (2012-11-19) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

3.1.1 Section 05- Modifications 2020 (2012-11-19) - General Conditions - Supply Arrangements - Goods or Services: Canada further reserves the right to modify the SA as follows:

(a) Canada may modify the SA to permit additional chairs and/or additional Sub-categories.

(b) Ceiling Prices – Modification Opportunity.

(i) The Supplier's ceiling prices set out in Annex B will remain in effect until June 15, 2015. Prior to June 15, 2015 the SAA will offer the Supplier the choice of holding or modifying the amount of its ceiling prices for the then next 24-month period. This cycle will be repeated during the life of the SA.

(ii) Under the Ceiling Prices modification opportunity, if an existing Supplier chooses not to revise its ceiling prices, the Supplier must provide a statement to the Supply Arrangement Authority (SAA) stating no change in prices and that the existing SA prices will remain in effect for the next price period. The SAA may suspend or cancel the Supplier's SA if the Supplier does not respond to the modification opportunity.

## 4. Supply Arrangement Reporting

4.1 The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases paid for by the Government of Canada Acquisition Card.

4.2 At the end of each month, the Supplier must submit a copy of all invoices either by mail or electronic mail to the AB Invoice Authority indicated below for its provision of goods and/or services to the federal government under contracts resulting from the Supply Arrangement including invoices for purchases paid for by the Government Acquisition Card:

Public Works and Government Services Canada

Furniture Division

Place du Portage, Phase III, 6B3

11 Laurier Street

Hull, Quebec K1A 0S5

Attention: Senior Purchasing Assistant (AB Invoice Authority)

E-mail : ncrfurniture.rcnameublement@tpsgc-pwgsc.gc.ca

4.3 In the event the Supplier has not been awarded a contract during any calendar month, the Supplier must provide the AB Invoice Authority with a "NIL Activity" report for the respective month. The report can be in the form of an e-mail to the Furniture Division at [ncrfurniture.rcnameublement@tpsgc-pwpsc.gc.ca](mailto:ncrfurniture.rcnameublement@tpsgc-pwpsc.gc.ca).

4.4 Failure to provide fully completed reports and invoices in accordance with the above instructions may result in Canada suspending or cancelling the SA, the removal of the Supplier from the list of qualified Suppliers and the application of a vendor performance corrective measure.

AB encourages the submission of reports and invoices in electronic format.

## **5. Term of Supply Arrangement**

### **5.1 Period of the Supply Arrangement**

The SA has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it.

The period for awarding contracts under the SA begins upon the date of issuance of the SA by AB.

## **6. Authorities**

### **6.1 Supply Arrangement Authority**

The Supply Arrangement Authority for CATEGORY "OFFICE SEATING" is as below.

Francine Frigon  
Public Works and Government Services Canada  
Acquisitions Branch (AB)  
CASMS/CCPD/Furniture Division  
11 Laurier St., 6B3  
Gatineau, Quebec K1A 0S5  
Telephone: 819-956-7331 Facsimile: 819-956-5706  
E-mail address: [francine.frigon@pwpsc-tpsgc.gc.ca](mailto:francine.frigon@pwpsc-tpsgc.gc.ca)

The SAA is responsible for the issuance of the SA, its administration and its revision, if applicable.

## 6.2 Supplier's Representative

See Section 12 of Part 6A.

## 7. Identified Users

The Identified Users (IUs) include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

## 8. On-going Opportunity for Qualification

A Notice and a Request for Supply Arrangement will be posted on the Government Electronic Tendering Service (GETS) to allow new suppliers to become qualified. Existing Suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

## 9. 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 the Supply Arrangement;
- (b) The general conditions 2020 (2012-11-19), General Conditions - Supply Arrangement - Goods or Services;
- (c) Annex "A", Requirement;
- (d) Annex "B", Products & Pricing and Attachment 1;
- (e) Annex "C", Environmental Record for Green Office Seating - Attachment 1; and
- (f) The Supplier's arrangement dated \_\_\_\_\_ .

## 10. Certifications

### 10.1 Compliance

Compliance with the certifications and related documentation provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

## 10.2 Product Conformance Certification

The Supplier warrants that the Product Conformance Certification(s) submitted by the Supplier with its arrangement is accurate and complete, and that the products provided under any Contract under the SA are in accordance with the Supplier's SA and in particular with Annex A. The Supplier must keep proper records and documentation relating to the product conformance and the Testing Requirements in Annex A. The Supplier must not, without obtaining the prior written consent of the SAA, dispose of any such records or documentation until the expiration of the Contract or the expiry date of the Warranty, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts.

In addition, the Supplier must provide representatives of the SAA access to all locations where any part of the Work is being performed at any time during working hours. Representatives of the SAA may examine and test the Work as they see fit. The Supplier must provide all assistance and access to facilities, test pieces, samples and documentation that the representatives of the SAA may reasonably require for the carrying out of the inspection, which may also include the submission of test reporting documentation as listed in Annex A or other documentation to substantiate "Green Chairs. The Supplier must forward such test pieces, samples and/or documentation to such person or location as the representatives of the SAA specifies.

Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to any Contract resulting from the SA.

## 10.3 PSAB - Certificate of Compliance

This clause applies to Aboriginal Business Suppliers who submitted a duly completed Set-Aside for Aboriginal Business Certification with their arrangement. This clause will not be included in the SAs to be issued to the General Suppliers. This paragraph of information will also not be included in all resulting SAs.

- (a) The Supplier warrants that its certification of compliance is accurate and complete in accordance with the "Requirements for the set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.
- (b) The Supplier must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Supplier must obtain the written consent of the SAA before disposing of any such records or documentation before the expiration of six (6) years after final payment under each Contract, or until settlement of all outstanding claims and disputes, under each Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make

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copies and take extracts. The Supplier must provide all reasonably required facilities for any audits.

(c) Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the SA and resulting Contracts.

#### 10.4 Canadian Content

This clause applies to Aboriginal Business Suppliers who submitted the Canadian Content Certification with their arrangement. This clause will not be included with the SAs to be issued to the General Suppliers and to the PSAB Suppliers who have not offered products meeting the Canadian Content Certification Definition.

(a) The Supplier warrants that the certification of Canadian Content submitted by the Supplier is accurate and complete, and that the goods to be provided under the resulting Contract are in accordance with the definition contained in clause A3050T.

(b) The Supplier must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Supplier must not, without obtaining the prior written consent of the SAA, dispose of any such records or documentation until the expiration of six (6) years after final payment under each Contract, or until settlement of all outstanding claims and disputes under each Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Supplier must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

(c) Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the SA and resulting Contracts.

#### 11. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### 12. Supplier's Information

##### 12.1 Supplier's Representatives - General

1. The Supplier's representatives listed below must be available to Canada at all times during Normal Business Hours to carry out the responsibilities listed below.

Information from the Supplier's arrangement will be added by the SAA to the table below upon issuance of the SA.

<b>A</b>	<b>For General Inquiries</b> regarding the Supply Arrangement, how to contact Authorized Dealers (if any), etc.	
	Name:	
	Telephone No.:	
	Facsimile No.:	
	E-mail:	
<b>B</b>	<b>For Receiving Bid Solicitations pursuant</b> to the resulting Supply Arrangement (only this contact will be used by Canada):	
	Name:	
	Telephone No.:	
	Facsimile No.:	
	E-mail:	

## 12.2 Supplier's Website & Official Language

12.2.1 **The Supplier's website address is:** \_\_\_\_\_ (The SAA will add the information from the Supplier's arrangement.)

### 12.2.2 Supplier's Official Language

To the Supplier, Canada will issue bid solicitations and resulting contracts during the period of the SA in the following Official Language(s):

\_\_\_\_\_ (The SAA will list the language(s) selected by the Supplier in its arrangement.)

## 12.3 Supplier's Work Coverage (Area)

### 12.3.1-N National Coverage

The following will be included in SAs issued to PSAB Suppliers who offered National Coverage in their arrangement, and to all General Suppliers. This paragraph of instruction will not be included in the resulting SA.

1. The Supplier and/or its authorized dealer(s) must perform the Work in Annex A in all of the regions listed in Table 1 below for all Identified Users in those regions. However, no Work can be performed or delivered to areas covered by the Comprehensive Land Claims Agreement(s) (CLCAs). More than one authorized dealer may cover each region.

2. The Supplier's authorized dealers, if any, are listed in section 12.4.

<b>Table 1</b>	
<b>Region</b>	<b>Area Description (across Canada excluding areas subject to the Comprehensive Land Claims Agreement(s) (CLCAs))</b>
Pacific	The province of British Columbia
Western	The provinces of Alberta, Saskatchewan and Manitoba
Ontario	The province of Ontario with the exception of the National Capital Region
National Capital Region	Bounded on the west by a north-south line running from Petawawa to Kingston, as far north as Maniwaki, Quebec, on the east by the Ontario-Quebec border on the south by the St. Lawrence River (includes Gatineau-Maniwaki areas)
Quebec	The province of Quebec with the exception of the National Capital Region
Atlantic	The provinces of Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland including Labrador but excluding Northern Labrador

### 12.3.1-R **Regional Coverage**

The following will be included in SAs issued to PSAB Suppliers who offered Regional Coverage instead of National Coverage in their arrangement. Only the region(s) offered by the Supplier in its arrangement will be included in the Table. This paragraph of instruction will not be included in the resulting SA.

- The Supplier and/or its authorized dealers must perform the Work in Annex A in all of the regions listed in Table 1 below for all Identified Users in those regions. However, no Work can be performed or delivered to areas covered by the CLCAs. More than one authorized dealer may cover each region.
- The Supplier's authorized dealers, if any, are listed in section 12.4.

<b>Table 1</b>	
<b>Region</b>	<b>Area Description (across Canada excluding areas subject to the Comprehensive Land Claims Agreement(s) (CLCAs))</b>
Pacific	The province of British Columbia
Western	The provinces of Alberta, Saskatchewan and Manitoba
Ontario	The province of Ontario with the exception of the National Capital Region

National Capital Region	Bounded on the west by a north-south line running from Petawawa to Kingston, as far north as Maniwaki, Quebec, on the east by the Ontario-Quebec border on the south by the St. Lawrence River (includes Gatineau-Maniwaki areas)
Quebec	The province of Quebec with the exception of the National Capital Region
Atlantic	The provinces of Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland including Labrador but excluding Northern Labrador

#### 12.4 Supplier's Work Coverage in Annex A

- Table 2 below lists the Supplier's Work Coverage in Annex A.
- The information in Table 2 is valid on the date of issue of the SA. The Supplier must maintain the list on its web site and provide the federal government with easy access to it at no charge to Canada. Except for section 12.1.- Responsibility B, it is expected that changes to the parties and the contact information will occur and the Supplier must immediately update its web site once the change occurs and provide the updates to the SAA. The SA may or may not be updated regularly to reflect these updates and the information on the web site will have priority over that in the SA, however, updates on the web site can only change the name and contact information of the parties. No updates will modify, or have the force of modifying, the terms of sub-section 12 and all other terms of the SA.
- The Supplier must present the information in Table 2 by region to enable the IUs to find contact information by region.
- The information in section 12.1-Responsibility B cannot be different on the Supplier's web site from the SA. All changes to this information must be pre-approved by the SAA and evidenced in a revision to the SA issued by the SAA. Once the revision is issued, the Supplier may update its web site.

Table 2 – the table of the Work Coverage from Supplier's arrangement will be added here by the SAA upon issuance of the Supply Arrangement.

### 13. Supply through Authorized Dealers

If the Supplier has one or more authorized dealers, the following provisions apply.

#### 13.1 Supply through Authorized Dealer(s).

1. The Supplier will supply the products and services listed in the SA to Canada through one or more authorized dealers. Contracts will only be issued to the Suppliers.
2. The Supplier must ensure that the authorized dealers supply the products and services only in accordance with the terms of this SA. The Supplier's authorized dealers named in the SA are not entitled to modify or vary from the terms of this SA in any way.
3. The Supplier is liable to Canada for its obligations under the SA regardless of the acts or omissions of its authorized dealers or any employee or agent of its authorized dealers in carrying out or purported carrying out of the Supplier's obligations under any resulting contract(s). The Supplier agrees and understands that it is the responsibility of the Supplier to ensure that authorized dealers comply with the terms and conditions of the SA.
4. Authorized dealers listed as authorized dealers, and the region(s) covered by each authorized dealer must be specified on the Supplier's web site before the authorized dealer can perform the Work.
5. If during the term of the SA, there is a change of status in any of the authorized dealers, the Supplier must follow the terms of section 12.4.
6. It is the Supplier's responsibility to determine the appropriate SA information to be supplied to its authorized dealers and to supply that information to its authorized dealers.

### 13.2 Suspension of the Right to Use an authorized dealer notwithstanding General Conditions 2020.

1. Canada, at its sole discretion, upon finding an authorized dealer not adhering to the terms of the SA, may suspend an authorized dealer from performing the Work of the SA by giving a written notice to the Supplier. Canada is not required to forward a copy of the written notice to the authorized dealer.
2. The authorized dealer's suspension under the SA will take effect on the date of issuance of the written notice or at the expiration of a cure period specified in the notice, if the Supplier has not cured the default to the satisfaction of Canada within that cure period. If the Supplier does not have another authorized dealer for the same region covered by the suspended authorized dealer, the SA may be suspended from use until a replacement authorized dealer is appointed and the Supplier has provided written notice to the SAA.
3. The SAA may, at its sole discretion, extend or impose a suspension period or remove the authorized dealer permanently from the SA if there is a recurrence of the transgressions from the SA that the notice has been based on and the Supplier must not list this authorized dealer on its web sites.

4. The SAA may, at its sole discretion, suspend or cancel the Supplier's SA if the authorized dealers transgress from the terms of the SA, or if the Supplier transgresses from the terms of the SA relative to authorized dealers.

#### **14. Descriptive Product Information on PWGSC Electronic Mediums**

1. A list of the chairs appearing in the SA, including the model number, will be entered into PWGSC's electronic system titled "e-Purchasing" (or alternate application). The information on the CD or DVD the Supplier provided with its arrangement will be electronically uploaded to e-Purchasing (or alternate application). The Supplier is responsible for the accuracy of the information on its CD or DVD and Canada is not required to have the Supplier confirm the accuracy of the electronic information prior to its use in the SA.

2. Following issuance of the SA, the SAA will request the Supplier to submit JPEG pictures in 600 x 600 pixel (maximum) for the complete model of each chair. Physical fabric cards and colour samples are not required. Each picture is to specify the model number of the chair(s) and whether the image is a precise or similar representation. These pictures will be added to e-Purchasing (or an alternate application) for viewing by the Identified Users during the period of the SA.

3. No costs are chargeable to Canada for the submission of these items. E-mail submission or hard copy versions or actual samples will not be accepted.

4. If the Supplier does not submit pictures, the chairs will not have associated pictures for viewing by the Identified Users (IUs) on e-Purchasing (or alternate application).

#### **15. AB Furniture Division Website**

The Supplier's SA is available to the IUs on the AB Furniture Division website (<http://publiservice.gc.ca/services/icpsss-spicsn/furniture/intro-e.html>). IUs may view and print the SA. Suppliers cannot have access to this web site.

#### **16. Combined Requirements**

1. A Combined Requirement is a requirement for more than one Sub-category of chairs.

2. Canada may issue Bid Solicitations for Combined Requirements.

3. If the Supplier can fully satisfy the Combined Requirement in the Bid Solicitation using the products listed in its SA, the Supplier may submit a bid.

4. Canada will solicit bids as per the provisions in Part 6B, section 3 - Bid Solicitation on a Tier Basis.

Solicitation No. - N° de l'invitation

E60PQ-120001/B

Amd. No. - N° de la modif.

File No. - N° du dossier

pq959E60PQ-120001

Buyer ID - Id de l'acheteur

pq959

CCC No./N° CCC - FMS No/ N° VME

E60PQ-120001

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Failure to comply with these instructions may result in AB suspending from use or cancelling the Supplier's SA(s).

## **17. Marking for Warranty Tracking**

For all products supplied under contracts issued pursuant to the SA, the Supplier is to ensure that the marking and labelling requirements of section 11 of Annex A-1, PD 8\* and GPD 6\* are followed. The Supplier is to make the IUs aware of the presence and location of the marking and labelling information.

\* The Supplier is obligated to follow the labelling requirements of the specifications that correspond to the Sub-category of chair.

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## PART 6B. BID SOLICITATION

### 1. Definitions

The following terms are used throughout Parts 6B and 6C and have the definitions assigned to them below.

**Ceiling Price:** Refer to Part 6C, Annex B, Section B.

**Conforming Supplier(s):** Supplier(s) with a SA(s) that meet(s) the Identified Users (IUs) chair requirements, including delivery and installation services (if required). The term denotes the result of a review conducted by the IUs, of the potential sources of supply using the SAs. The term does not carry any other meaning than that given in this paragraph.

**Total Aggregate Value (TAV):** Refer to Part 6B, Section 2 below. IUs will use the TAV to determine the applicable Tier.

**Tier 1:** Requirements with a TAV up to \$2,000.00.

**Tier 2:** Requirements with a TAV of \$2,000.01 or more up to \$24,999.99.

**Tier 3:** Requirements with a TAV of \$25,000.00 or more up to \$400,000.00.

**Tier 4:** Requirements with a TAV of \$400,000.01 or higher.

### 2. Establishing the Tier

The Total Aggregate Value (TAV) will establish the applicable Tier. IUs will determine the TAV using the calculation below.

The IUs will calculate the TAV in order to determine the applicable Tier to be used.

The TAV is calculated as follows:

1. Determine the total ceiling price for all chairs for each Conforming Supplier in accordance with Annex B – Products and Pricing – Attachment 1.
2. Calculate the total ceiling price average using the total ceiling price of each Conforming Supplier.
3. Once you obtain the total ceiling price average, multiply by the number of chairs required to obtain the total ceiling price average for the specific requirement.

4. If delivery is required, calculate 4% of the total ceiling price average for the specific requirement (step 3).
5. If installation is required, calculate 7% of the total ceiling price average for the specific requirement (step 3).
6. Add the total ceiling price average for the specific requirement (Step 3), delivery (if applicable) (Step 4), installation (if applicable) (Step 5) and then calculate on the total obtained, the GST or HST (whichever is applicable. If unknown, use the HST).
7. Then add the total tax to the total amount obtained in Step 6, before taxes, for the specific average, for the specific requirement to obtain the Total Aggregate Value.

Example:

Steps 1 and 2

Supplier A: Product One - Model 123 @ ceiling price of \$752 each  
 Product Two - Model 345 @ ceiling price of \$769 each  
 Supplier A ceiling price total:  $\$752 + \$769 = \$1,521$

Supplier B: Product One - Model 467 @ ceiling price of \$821 each

Supplier C: Product One - Model 264 @ ceiling price of \$801 each

Total ceiling price average ( $(\$1,521 + \$821 + \$801)/4$  chairs): \$786 for one chair

Step 3

$786 \times 50$  chairs = 39,300

Step 4

$\$786 \times 50$  chairs =  $\$39,300 \times 4\%$  (Delivery): \$1,572

Step 5

$\$786 \times 50$  chairs =  $\$39,300 \times 7\%$  (Installation): \$2,751

Step 6

$\$39,300 + \$1,572 + \$2,751 = \$43,623$

$\$43,623 \times 13\%$  (HST) = \$5,671

Step 7

$\$43,623 + \$5,671 = \$49,294$  (TAV)

### 3. Bid Solicitations on a Tier Basis

Suppliers will be subject to the applicable Tier processes set out below.

- 3.1 Bids will be solicited for specific requirements within the scope of the SA from Suppliers who have been issued a SA.
- 3.2 Non-SA suppliers may submit a bid to the IU but must also submit an arrangement to the SAA for evaluation. The non-SA suppliers cannot be awarded a contract unless and until the SAA has issued a SA to that supplier for the products and services contained in the bid. Canada is not required to delay award of a contract pending AB evaluation process and issuance of a SA to the non-SA suppliers.
- 3.3 Suppliers may expect to receive solicitations and/or notices of solicitation opportunities and/or notices of the IU's intent to solicit bid(s) as follows.

- a. For Tier 1

One (non-competitive) or more Conforming Suppliers may be solicited and may receive a bid solicitation document directly from the IU. Conforming Suppliers will have at least five business days to submit their bids.

- b. For Tier 2

Except in the case of a single Conforming Supplier, IUs are encouraged to send the Bid Solicitation document to at least two Conforming Suppliers. In the instance of a single Conforming Supplier, only the Conforming Supplier may be solicited. Conforming Suppliers will have at least ten business days to submit their bids.

Conforming Suppliers may receive a bid solicitation document directly from the IUs. Alternatively, Conforming Suppliers may need to acquire the bid solicitation document from the Government Electronic Tendering Service (however, IUs are not required to identify the Conforming Suppliers on GETS). In addition, Conforming Suppliers may view Notices of Planned Procurements (NPP) published by the IUs on GETS. (Note that except in the case of single Conforming Supplier, the IUs are not required to publish a NPPs.) The NPP will indicate whether the bid solicitation document is to be acquired from GETS.

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For a single Conforming Supplier requirement, Suppliers and Non-SA Suppliers may view NPPs published on GETS by the IUs that signifies the IUs' intention to direct a solicitation to a single Conforming Supplier. Other Suppliers and Non-SA Suppliers may submit their opposition of directed sourcing to the IU following the instructions in the NPP.

c. For Tiers 3 and 4

Except in the case of a single Conforming Supplier, Suppliers may view NPPs published by the IUs on GETS for the purpose of providing bidding opportunities to more than one Supplier.

Conforming Suppliers may receive the bid solicitation document directly from the IUs. Alternatively, Conforming Suppliers may need to acquire the bid solicitation document from GETS (however, IUs are not required to identify the Conforming Suppliers on GETS). The NPP will indicate whether the bid solicitation document is to be acquired from GETS. Conforming Suppliers will be given at least ten business days to submit their bids.

For a single Conforming Supplier requirement, Suppliers and Non-SA Suppliers may view NPPs published on GETS by the IUs that signifies the IUs' intention to direct a solicitation to a single Conforming Supplier. Other Suppliers and Non-SA Suppliers who believe they conform may submit their opposition of directed sourcing to the IU following the instructions in the NPP.

For requirements under the Procurement Strategy for Aboriginal Businesses (PSAB), if three or more Conforming Suppliers have in their SAs, products that seemingly meet the IU's operational needs and are listed as "Canadian Content" in each of the Conforming Supplier's SAs, the bid solicitation may be subject to the Canadian Content policy and be conditionally limited to Canadian products.

d. Conforming Suppliers will receive the bid solicitation documents at the contact coordinates listed in Part 6A section 12.1.B. The Conforming Supplier's authorized dealers will not receive bid solicitation documents from the IUs.

e. For Tiers 2, 3 and 4

Canada is not required to send a Bid Solicitation document to Suppliers other than the Conforming Suppliers.

#### 4. Bid Solicitation Documents

4.1 The IUs will use the template modified by the SAA. The IUs may further modify the template to address its requirements and other provisions. The SAA has modified and may update “as and when required” the PWGSC’s standard bid solicitation template for Medium Complexity (MC) requirements available in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisitions-clauses-and-Conditions-manual>).

4.2 As a minimum, the bid solicitation will contain the following:

(a) The front page “PWGSC-TPSGC form 9400-3 Bid Solicitation” dated 06/2010 that is hereby amended to exclude the following sentence “Only suppliers who are pre-qualified and have been issued a supply arrangement at the time this bid solicitation is issued are eligible to bid”.

(b) Security requirements, if applicable, with a completed Security Requirements Check List;

(c) 2003, Standard Instructions - Goods or Services - Competitive Requirements or 2004, Standard Instructions - Goods or Services - Non-competitive Requirements which may be modified by Canada;

(d) bid preparation instructions including the following:

- (i) The Supplier must bid only the products listed in its SA that respond to the IU's requirement;
- (ii) The Supplier must bid either:
  - a) a total firm lot price for all items required (GST/HST extra);
  - b) a firm unit price for each item required (GST/HST extra); or
  - c) a combination of a total firm lot price and firm unit prices (GST/HST extra);
- (iii) If firm unit prices are requested, the Supplier must provide a total bid price (GST/HST extra) for evaluation purposes;
- (iv) If a total firm lot price for all items is bid, the Supplier must provide a breakdown separately showing the firm pricing for each of a) the products, b) the delivery, c) the installation, and d) the GST/HST extra), all in accordance with the terms of the SA;
- (v) for non-competitive bids, the Supplier must provide price justification and a Most-Favoured Customer Price Certification for all prices bid;
- (vi) for Tiers 3 and 4 set-aside under the PSAB policy: Only the products listed in the Suppliers' SA as "Canadian Content Certified" can be included in a resulting bid;
- (vii) instructions that the total firm price for all products must not exceed the sum of the ceiling prices for the required products in the Supplier's SA;
- (viii) to provide the resulting Contractor's Representative name and contact information;

- 
- (ix) the winning Bidder must provide the Contracting Authority, in a timeframe to be specified, with information and/or samples of the upholstery colours available for the winning products;
- (e) address for the submission of bids;
- (f) the closing date of the bid;
- (g) a complete description of the Work to be performed, including:
- i. an itemized list of the products required;
  - ii. the delivery and installation location(s);
  - iii. the delivery and installation schedule (date(s) and time including Normal Business Hours or Outside Normal Business Hours. See Annex A for definitions);
  - iv. Choice of the feature options below (that are in addition to the basic features and the attributes of the Supplier's chair(s) listed in Annex B, Attachment 1 in e-Purchasing):
    - a. for Rotary Chairs only: Casters – Type intended for: a) carpeted floor, or b) hard surface floor;
    - b. Upholstery colour – main colour only, such as “blue”;
  - v. Loading dock information (if applicable):
    - a. Availability;
    - b. Size
    - c. Equipment available to Bidder or Bidder to supply (eg. A lift);
  - vi. Freight elevator if applicable – specific instructions;
- (h) evaluation procedures and basis of selection;
- (i) conditions of the resulting Contract; and
- (j) Code of Conduct and Certifications - Related documentation

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E60PQ-120001

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File No. - N° du dossier

pq959E60PQ-120001

Buyer ID - Id de l'acheteur

pq959

CCC No./N° CCC - FMS No/ N° VME

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## **PART 6C. RESULTING CONTRACT CLAUSES**

### **1. General**

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the terms and conditions of the resulting contract clauses of the modified Medium Complexity (MC) template used for the bid solicitation.

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## **ANNEX “A” Requirement**

Annex A is comprised of the provisions below for the Category of Office Seating and of Annex A1.

The provisions below apply to all bid solicitations and resulting contracts unless IUs have not included Delivery and/or Installation and/or Related Services in the bid solicitation.

### **1. Supply the Products**

1.1 The Supplier, when issued contracts pursuant to the SA, must supply the products listed in the resulting contract. All products must conform to the requirements of the associated bid solicitation which must be only those listed in the Supplier's SA.

1.2 All products supplied must conform to the Specifications contained in Annex A for the applicable Sub-category of chair.

### **2. Deliver the Products**

2.1 The Supplier, when issued contracts pursuant to the SA, must deliver the products, in accordance with the Delivery instructions in the Resulting Contract.

### **3. Install the Products**

Notwithstanding General Condition 2010A - Inspection and Acceptance of the Work the following applies.

#### **3.1 Provide Installation and Related Services**

3.1.1. The Supplier, when issued contracts pursuant to the SA, as a minimum, must provide all of the services below for the products supplied.

- i. If requested, move the products to the staging and/or installation site.
- ii. Unpack all pieces and inspect products for shipping damage.
- iii. Install all products in accordance with the manufacturers' specifications.
- iv. Ensure all products function properly and when necessary make minor adjustment/repairs.
- v. Touch up all minor nicks and scratches on the products that may have occurred during installation.
- vi. Clean the products once installed.
- vii. Clean up the installation site. It must present a neat, orderly and workmanlike appearance at all times. This activity must be accomplished by the removal of scrap material,

packaging materials, debris and the like from the site, as frequently as is necessary.

- viii. After completion of the installation, the Contractor (or its authorized representative) must walk through the installation site with the Project Authority to verify the operating condition of all products in accordance with the Inspection and Post Installation Deficiency Procedures listed herein.

## 4. Inspect the Products

### 4.1 Inspection and Post-Installation Deficiency Procedures

4.1.1 The Contractor, when issued contracts pursuant to the SA, must adhere to the following procedures.

- i. The Contractor must notify the Project Authority when the installation is completed. Notification must be given no later than one business day following completion of the installation.
- ii. The Project Authority must arrange for the initial walk-through inspection with the Contractor.
- iii. The walk-through inspection must take place no later than three business days after installation is completed unless an alternate time frame has been confirmed by the Project Authority.
- iv. If the contract is for a phased installation, the walk-through inspection must take place no later than three business days after the completion of each phase unless an alternative time frame has been confirmed by the Project Authority.
- v. The Project Authority, in consultation with the Contractor, must prepare the deficiency list documenting all problems in every area.
- vi. The Project Authority must forward the deficiency list to the Contractor.
- vii. Within three business days of receipt of this deficiency list, the Contractor must complete all minor deficiencies and make all adjustments not requiring new parts unless an alternate time frame has been confirmed by the Project Authority. For all other listed deficiencies, within fourteen business days of receipt of the deficiencies list, the Contractor must submit, to the Project Authority, the remedial action plan showing delivery and completion dates to occur within 60 calendar days from the submission date of the remedial action plan. The Project Authority may request a shorter remedy period and the Contractor may accept, if possible. The Project Authority may, at his/her discretion also accept a longer remedial period.
- viii. The Contractor must notify the Project Authority when all deficiencies have been remedied. If the Project Authority is satisfied with the deficiency corrections, the Project Authority must provide the Contractor a final sign-off indicating that the deficiencies have been rectified.

## 5. Hours of Service

5.1 The Contractor must deliver the products and provide all services on the days and at the times set out in the resulting contract.

All solicitations and bids must correspond with the definition of during Normal Business Hours and Outside Normal Business Hours listed below.

- a) During Normal Business Hours is defined as from 08:00 to 17:00 hours, Monday through Friday except Federal Government Statutory holidays.
- b) During Outside Normal Business Hours is defined as:
  - i. between 17:00 through 08:00 hours, Monday through Friday except Federal Government Statutory holidays;
  - ii. all hours on Federal Government Statutory holidays;
  - iii. all hours on Saturdays and/or Sundays.

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File No. - N° du dossier

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Buyer ID - Id de l'acheteur

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CCC No./N° CCC - FMS No/ N° VME

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**Annex A-1**  
**Category: OFFICE SEATING**

Annex A-1 is comprised of the following:

1. Purchase Description No. 8 (“PD-8”): Specifications for the Sub-categories of Rotary Office Chair and Rotary Conference Chair.
2. Government Purchase Description No. 6 (“GPD-6”): Specifications for the Sub-category of Side Chair.
3. Tables I, II, III, IV - Testing Requirements.

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**Purchase Description No. 8 (PD-8)**  
**(Accompanies CAN/CGSB 44.232-2008)**  
**Specifications for**  
**Rotary Office Chairs and Rotary Conference Chairs**

**1. PURPOSE**

1.1 This Purchase Description No.8 (PD-8) details the technical requirements that apply to rotary chairs to be purchased by the federal government. This PD-8 is to be read in conjunction with the Canadian standards established for rotary chairs set out in the publication "CAN/CGSB 44.232-2008 Rotary Chairs for Office Environments". In addition, this PD-8 refines the options listed at clause 9.1 of the publication.

**2. SCOPE**

2.1 This PD-8 applies to rotary chairs for general office use by federal government employees.

**3. APPLICABLE PUBLICATIONS**

3.1 The CAN/CGSB 44.232-2008 publication and all publications referenced within that document apply to this PD-8.

3.2 ANSI/BIFMA X5.1-2011 General-Purpose Office Chairs Tests apply to this PD-8.

**4. PRIORITY OF DOCUMENTS**

4.1 In the event of a discrepancy between this PD-8 and the Applicable Publications at section 3.0, the following priority of documents apply:

- i) Purchase Description No.8
- ii) CAN/CGSB 44.232-2008
- iii) ANSI/BIFMA X5.1-2002 & 2011
- iv) All other publications referenced within ii) and iii)

**5. TERMINOLOGY**

For the purpose of this PD-8 the following definitions apply:

- 
- 5.1 Series - Is comprised of models of chairs that have structural relationships and like construction.
- 5.2 Breathable Material - Any knit, woven, or knotted material of open texture (example: mesh).
- 5.3 Environmentally Appropriate Materials - Materials that have minimal to no negative impact on the environment. These materials may include, but are not limited to, eco-friendly fibres and rapidly renewable resources.
- 5.4 Recyclable - A component, which after its intended use, can be recovered or reprocessed and diverted from the solid waste stream.
- 5.5 Acceptable Test Facility - An Acceptable Test Facility is defined as a laboratory that is accredited by a nationally recognized body such as Standards Council of Canada, A2LA (American Association for Laboratory Accreditation) or is listed on the Canadian General Standards Board (CGSB) Laboratory Acceptance Program for the applicable scope of testing requested.
- 5.6 Design for Durability and/or Upgradeability - Is achieved in several different ways; by identifying and eliminating potential weak points in the design; by designing the product to withstand repeated service, repair and handling; by ensuring that standardized parts and components are readily available to facilitate maintenance, servicing and reassembly; by designing a product, including all components to last.
- 5.7 CFC is defined as a chlorofluoro carbon.
- 5.8 PBDE is defined as poly-brominated diphenyl ethers.
- 5.9 Tilt Mechanism – A tilt mechanism is a device which enables the seat and backrest to deviate from a horizontal and/or vertical position.
- 5.10 Remanufacturing – Products which are designed in a modular fashion to facilitate the replacement of components that are subject to wear or breakage, likely to go out of style, or likely to be upgraded.

## **6. SUB-CATEGORIES**

- 6.1 Office Seating chairs include the following Sub-category chairs – Rotary Office Chair and Rotary Conference Chair.
- 6.2 Each Sub-category is described in relation to the use of the chair, as follows.

- 6.2.1 Rotary Office Chair – Suitable for users who require multiple posture changes to perform long-term, dedicated and/or multiple operations and sometimes repetitive tasks such as keyboarding, reading and writing. Examples: Synchro-tilt, Multi-tilt, Center-tilt, etc..
- 6.2.2 Rotary Conference Chair – Suitable for users who require minimal posture changes to perform short-term operations with minimal task effort such as telephoning and meetings. Examples: Knee-tilt, Swivel-tilt, etc.
- 6.3 For the purpose of categorizing tilt mechanisms the following applies:
- 6.3.1 Tilt Concurrently –The seat and backrest tilt at the same time in a simultaneous movement.
- 6.3.2 Tilt In-concurrently – The seat and backrest tilt separately and non-simultaneously.
- 6.4 For the purpose of categorizing backrest height in this PD-8 the following applies:
- 6.4.1 Standard Back: The top of the backrest must not be less than 450mm (17.7 in.) as per CAN/CGSB 44.232-2008 clause 6.3.2.
- 6.4.2 High Back: The top of the backrest must not be less than 525mm (20.6 in.).

## 7. GENERAL REQUIREMENTS

- 7.1 Clause 9.1 of CAN/CGSB 44.232-2008 lists a series of options that must be specified when applying the standard. For the purposes of this PD-8, the following Table lists the options that must be applied to this PD-8.
- 7.2 The series of options listed in the Table already apply to rotary chairs with the exception of the attributes at clause 9.1c

Reference	Requirements for PD-8
CAN/CGSB 44.232-2008 Clause 9.1	
a.	Must be with or without a tilt mechanism.
b.	Must be with armrests.

c.	Casters must be for carpeted floors. Hard surface casters must be supplied if requested by Canada and must be at no additional charge to Canada.
d.	Seat backrest must be lockable in the set-up position or at multiple positions.
e.	Fabric must meet the heavy duty rating for abrasion testing.
f.	If a fixed seat depth, it must be a medium seat depth.
g.	Fixed armrests are acceptable.
h.	The seat height adjustment must be standard range.
i.	Lumbar support may be fixed or adjustable.
j.	Adjustable armrests are acceptable. If adjustable armrests are supplied they must be height and width or height and width and swivel "T" style arms.
k.	Adjustable seat depth is acceptable.
l.	The seat pan angle must be fixed or user adjustable independently of the backrest.
m.	The backrest to seat angle must be fixed or adjustable.
n.	Preparation for delivery must conform to normal commercial practice.

## 8. OTHER REQUIREMENTS

8.1 Upholstering - The seat and back must be upholstered in fabric or breathable material or both fabric and breathable material.

Fabric:

8.1.1 Must be manufactured from 100% recycled material or from other environmentally appropriate materials.

8.1.2 Must have been tested in accordance with the standards cited by the Association for Contract Textiles (ACT) Volunteer Performance Guidelines and, as a minimum, must have undergone and successfully passed all testing in Table IV and this Annex A-1.

8.1.3 Must meet the requirements and acceptance levels with the standards cited in the Association for Contract Textiles (ACT) Volunteer Performance Guidelines.

Breathable Material:

8.1.4 Must have been tested in accordance with the standards cited by the Association for Contract Textiles (ACT) Voluntary Performance

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Guidelines and, as a minimum, must have undergone and successfully passed all testing listed in Table IV of this Annex A-1.

- 8.1.5 Must meet the requirements and acceptance levels of the Association for Contract Textiles (ACT) Voluntary Performance Guidelines.

## 9. DETAILED ENVIRONMENTAL REQUIREMENTS

### 9.1 Resource Input

- 9.1.1 Metal components must be finished using low volatile organic compound (VOC) content or non-toxic surface coatings.

- 9.1.2 Steel used in the manufacture of the chairs must contain a minimum of 25% recycled content.

- 9.1.3 All plastic components must be recyclable at the end of their life.

### 9.2 Product Design

- 9.2.1 Products must be durable and/or repairable.

### 9.3 General

#### 9.3.1 Solid Waste Diversion Program

The chairs must be manufactured in a facility for which the manufacturer has a solid waste diversion program for landfill disposals (excluding hazardous waste) that has been published and implemented.

#### 9.3.2 Products Free from CFCs and PBDEs

Chairs must not contain chlorofluorocarbon (CFC) or Polybrominated diphenyl Ether (PBDE).

#### 9.3.3 Hazardous and Toxic Material Management System

The manufacturer of the chairs must have a hazardous and toxic material management system in place at the production and associated facilities where the chairs are produced.

### 9.3.4 Corrugated Packaging

If corrugated containers are utilized, the corrugated containers must contain at least 80% recycled content paper fibre and/or come from a sustainable managed forest.

### 9.3.5 Environmental Policy

The manufacturer of the chairs must have an environmental policy. The policy must include, as a minimum, three environmental objectives that the manufacturer is either achieving on an ongoing basis, or, is in the process of implementing. As a minimum, one of the objectives must include compliance with at least one of the applicable environmental legal obligations of its Province or State (or, if a country other than Canada or the United States of America, equivalent to a Province or State).

### 9.3.6 Environmental Improvements and Initiatives

As a minimum, the manufacturer of the chairs must have:

- (a) performed at least two environmental improvements that the manufacturer deems important in reducing the impact of its operations on the environment and the benefits are ongoing; or
- (b) implemented at least two environmental initiatives that the manufacturer deems important in reducing the impact of its operations on the environment and the benefits are ongoing; or
- (c) performed at least one environmental improvement and implemented at least one environmental initiative, both of which the manufacturer deems important in reducing the impact of its operations on the environment and the benefits are ongoing.

## 10. TESTING REQUIREMENTS

- 10.1 All chairs must meet the acceptance levels as described in ANSI/BIFMA X5.1-2002 or ANSI/BIFMA X5.1-2011. All chairs must have been tested in accordance with the standards cited by ANSI/BIFMA X5.1-2002 or ANSI/BIFMA X5.1-2011 and, as a minimum, must have undergone and successfully passed all testing listed in Tables I and III of this Annex A-1.
- 10.2 All chairs must meet the requirements of CAN/CGSB-44.232-2008 - Rotary Chairs for Office Environments. All chairs must have been tested in accordance with the standards cited by CAN/CGSB-44.232-2008 – Rotary Chairs for Office Environments and, as a minimum, must have undergone and successfully passed all testing listed in Tables II and III of this Annex A-1.

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- 10.3 The upholstery for all chairs must have been tested in accordance with the requirements of section 8.0 herein.
- 10.4 An Acceptable Test Facility must conduct all ANSI/BIFMA performance testing, CAN/CGSB dimensional testing and related test reports.
- 10.5 Upon Canada's request, the Supplier must provide completed test reports to confirm compliance with the testing requirements. The test reports must be provided to Canada no later than the requested delivery date and at no additional charge to Canada. For each request, one copy of each report must be supplied in paper version or in CD or DVD format written in Adobe Acrobat PDF version 9 or older, as required by Canada.
- 10.6 As a minimum, the content of each test report submitted must include the same content information as referenced by ANSI/BIFMA X5.1-2002, Section 3.7 and/or ANSI/BIFMA X5.1-2011, Section 3.9, whichever ANSI/BIFMA version applies to the specific products tested.
- 10.7 For all test reports that are not specific to the products in the SA, the Supplier must provide an explanation to Canada as to why the "worst-case condition" applies to the products. The definition of "worst-case condition" can be found at ANSI/BIFMA X5.1-2002, paragraph 2.30 and/or ANSI/BIFMA X5.1-2011, paragraph 2.27.
- 10.8 If requested by Canada, the Supplier must provide additional supporting documentation regarding the testing completed for the products at no additional cost to Canada and in the timeframe requested by Canada.

## **11. PREPARATION FOR DELIVERY**

- 11.1 In addition to the marking requirement stated in clause 8.2 of CAN/CGSB-44.232-2008, the chairs must be permanently and legibly marked on the under surface of the seat with:
- The contract number.

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**Government Purchase Description No. 6 (GPD-6)  
Specifications for  
Side Chairs**

**1. PURPOSE**

- 1.1 This Government Purchase Description No.6 (GPD-6) details the technical requirements that apply to side chairs to be purchased by the federal government.

**2. SCOPE**

- 2.1 This GPD-6 applies to metal frame side chairs for general office use by federal government employees.

**3. APPLICABLE PUBLICATIONS**

The following publications apply to this GPD. Reference to these publications, or test methods herein, is to the latest methods in effect up to the closing date of the Request for Supply Arrangement # E60PQ-120001/B, unless otherwise stated herein.

- 3.1 Association for Contract Textiles (ACT) Voluntary Performance Guidelines.
- 3.2 American National Standards Institute/Business and Institutional Furniture Manufacturer's Association (ANSI/BIFMA) ANSI/BIFMA X5.1-2002 and ANSI/BIFMA X5.1-2011 - American National Standard for Office Furnishings - General Purpose Office Chairs - Tests
- 3.3 American Society for Testing and Materials (ASTM)  
ASTM D 3574 - Standard Test Methods for Flexible Cellular Materials - Slab, Bonded, and Molded Urethane Foams.
- 3.4 California Department of Consumer Affairs  
California Technical Bulletin 117 - Requirement, Test Procedure and Apparatus for Testing the Flame Retardance of Resilient Filling Materials Used in Upholstered Furniture.

**4. PRIORITY OF DOCUMENTS**

- 4.1 In the event of a discrepancy between this GPD-6 and the Applicable Publications at section 3.0, the following priority of documents apply:
- i) Government Purchase Description No.6

- ii) ANSI/BIFMA X5.1-2002 & 2011
- iii) All other publications referenced within ii) and iii)

## 5. TERMINOLOGY

For the purpose of this GPD-6 the following definitions apply:

- 5.1 Series - Is comprised of models of chairs which have structural relationships and like construction.
- 5.2 Armrest - A component of a chair intended to provide support to the occupant's forearm.
- 5.3 Armrest Clearance - The horizontal distance at the widest point of the armrest that falls within the armrest zone.
- 5.4 Backrest Width - The horizontal distance between the outside edges of the backrest at its widest point.
- 5.5 Seat Width - The horizontal distance between the outside edges of the seat, at the geometric center.
- 5.6 Breathable Material - Any knit, woven, or knotted material of open texture (example: mesh).
- 5.7 Environmentally Appropriate Materials - Materials that have minimal to no negative impact on the environment. These materials may include, but are not limited to, eco-friendly fibres and rapidly renewable resources.
- 5.8 Design for Durability and/or Upgradeability - Is achieved in several different ways; by identifying and eliminating potential weak points in the design; by designing the product to withstand repeated service, repair and handling; by ensuring that standardized parts and components are readily available to facilitate maintenance, servicing and reassembly; by designing a product, including all components to last.
- 5.9 Recyclable - A component, which after its intended use, can be recovered or reprocessed and diverted from the solid waste stream.
- 5.10 Acceptable Test Facility - An Acceptable Test Facility is defined as a laboratory that is accredited by a nationally recognized body such as Standards Council of Canada, A2LA (American Association for Laboratory Accreditation) or is listed

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on the Canadian General Standards Board (CGSB) Laboratory Acceptance Program for the applicable scope of testing requested.

- 5.11 CFC is defined as a Chlorofluoro Carbon.
- 5.12 PBDE is defined as Poly-brominated Diphenyl Ethers.
- 5.13 Remanufacturing – Products which are designed in a modular fashion to facilitate the replacement of components that are subject to wear or breakage, likely to go out of style, or likely to be upgraded.

## 6. GENERAL REQUIREMENTS

All metal frame side chairs must have the following:

- 6.1 Be upholstered, with or without arms, a backrest, a fixed seat height, be either stacking or not stacking with a sled, cantilever or four legged base.
- 6.2 Finished chairs must be uniform in quality, clean and free from any defects that may affect appearance and serviceability.
- 6.3 External surfaces must be smooth and all edges must be rounded or bevelled. All accessible surfaces must be free from sharp edges, burrs and any other hazards to safety.
- 6.4 The covering must be properly positioned, clean and well tailored in appearance. All excess covering must be neatly trimmed and any surplus removed. Fastening devices, such as staples, must be positioned as not to be obviously visible. The bottom of the seat must be finished without exposed edges.
- 6.5 Upholstering – All chairs must be upholstered in either fabric or breathable material.
  - 6.5.1 Seats must be cushion and upholstered in either fabric or breathable material.

Fabric:

- 6.5.2 Must meet the requirements and acceptance levels of the Association for Contract Textiles (ACT) Voluntary Performance Guidelines. The fabric must meet the heavy duty rating for abrasion resistance.

- 
- 6.5.3 Must be manufactured from 100% recycled material or from other environmentally appropriate materials.
- 6.5.4 Must have been tested in accordance with the standards cited by the Association for Contract Textiles (ACT) Voluntary Performance Guidelines and, as a minimum, must have undergone and successfully passed all testing listed in Table IV of this Annex A-1.

Breathable Material:

- 6.5.5 Must meet the requirements and acceptance levels of the Association for Contract Textiles (ACT) Voluntary Performance Guidelines.
- 6.5.6 Must have been tested in accordance with the standards cited by the Association for Contract Textiles (ACT) Voluntary Performance Guidelines and, as a minimum, must have undergone and successfully passed all testing listed in Table IV of this Annex A-1.

## **7. DETAILED REQUIREMENTS**

- 7.1 Seat Waterfall - The front edge of the seat must be curved downward.
- 7.2 Cushioning Material – Foam cushioning materials used in the seat and when used in the backrest must be expanded flexible urethane foam of flat slab, sculpted slab or moulded construction. These foam materials must be tested in accordance with ASTM D3574 Dynamic Fatigue Test by Constant Force Pounding, Test I-3 Procedure B. The loss of force support at 40 % IFD (Indentation Force Deflection) must not exceed 23% for seat applications and 33% for backrest applications.

## **8. DIMENSIONAL REQUIREMENTS**

The following dimensional requirements apply:

- 8.1 Seat Width - The seat cushion must not be less than 400 mm (15.7 in.) wide.
- 8.2 Backrest Width - The backrest cushion must have a minimum width of 350 mm (13.8 in.).
- 8.3 Armrest Clearance - The clearance must be not less than 450 mm (17.7 in.).

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## 9. DETAILED ENVIRONMENTAL REQUIREMENTS

### 9.1 Resource Input

9.1.1 Metal components must be finished using low volatile organic compound (VOC) content or non-toxic surface coatings.

9.1.2 Steel used in the manufacture of the chairs must contain a minimum of 25% recycled content.

9.1.3 All plastic components must be recyclable at the end of their life.

### 9.2 Product Design

9.2.1 Products must be durable and/or repairable.

### 9.3 General

#### 9.3.1 Solid Waste Diversion Program

The chairs must be manufactured in a facility for which the manufacturer has a solid waste diversion program for landfill disposals (excluding hazardous waste) that has been published and implemented.

#### 9.3.2 Products Free from CFCs and PBDEs

Chairs must not contain chlorofluorocarbon (CFC) or Polybrominated diphenyl Ether (PBDE).

#### 9.3.3 Hazardous and Toxic Material Management System

The manufacturer of the chairs must have a hazardous and toxic material management system in place at the production and associated facilities where the chairs are produced.

#### 9.3.4 Corrugated Packaging

If corrugated containers are utilized, the corrugated containers must contain at least 80% recycled content paper fibre and/or come from a sustainable managed forest.

### 9.3.5 Environmental Policy

The manufacturer of the chairs must have an environmental policy. The policy must include, as a minimum, three environmental objectives that the manufacturer is either achieving on an ongoing basis, or, is in the process of implementing. As a minimum, one of the objectives must include compliance with at least one of the applicable environmental legal obligations of its Province or State (or, if a country other than Canada or the United States of America, equivalent to a Province or State).

### 9.3.6 Environmental Improvements and Initiatives

As a minimum, the manufacturer of the chairs must have:

- (a) performed at least two environmental improvements that the manufacturer deems important in reducing the impact of its operations on the environment and the benefits are ongoing; or
- (b) implemented at least two environmental initiatives that the manufacturer deems important in reducing the impact of its operations on the environment and the benefits are ongoing; or
- (c) performed at least one environmental improvement and implemented at least one environmental initiative, both of which the manufacturer deems important in reducing the impact of its operations on the environment and the benefits are ongoing.

## 10. TESTING REQUIREMENTS

- 10.1 All chairs must meet the acceptance levels as described in ANSI/BIFMA X5.1-2002 or ANSI/BIFMA X5.1-2011. All chairs must have been tested in accordance with the standards cited by ANSI/BIFMA X5.1-2002 or ANSI/BIFMA X5.1-2011 and, as a minimum, must have undergone and successfully passed all testing listed in Tables I and III of this Annex A-1.
- 10.2 The upholstery for all chairs must have been tested in accordance with the requirements of section 6.5 herein.
- 10.3 Flammability - All applicable components must comply with California Technical Bulletin 117.
- 10.4 An Acceptable Test Facility must conduct all ANSI/BIFMA performance testing, CAN/CGSB dimensional testing and related test reports
- 10.5 Upon Canada's request, the Supplier must provide completed test reports to confirm compliance with the above Testing Requirements. The test reports must

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be provided to Canada no later than the requested delivery date and at no additional charge to Canada. For each request, one copy of each report must be supplied in paper version or in CD or DVD format, format, written in Adobe Acrobat PDF version 9 or older, as required by Canada.

- 10.6 As a minimum, the content of each test report submitted must include the same content information as referenced by ANSI/BIFMA X5.1-2002, Section 3.7 and/or ANSI/BIFMA X5.1-2011, Section 3.9, whichever ANSI/BIFMA version applies to the specific products tested.
- 10.7 For all test reports that are not specific to the products in the SA, the Supplier must provide an explanation to Canada as to why the “worst-case condition” applies to the products. The definition of “worst-case condition” can be found at ANSI/BIFMA X5.1-2002, paragraph 2.30 and/or ANSI/BIFMA X5.1-2011, paragraph 2.27.
- 10.8 If requested by Canada, the Supplier must provide additional supporting documentation regarding the testing completed for the products at no additional cost to Canada and in the timeframe requested by Canada.

## **11. PREPARATION FOR DELIVERY**

- 11.1 Marking - The chairs must be permanently and legibly marked on the under surface of the seat with:
- The name or the recognized trademark of the manufacturer;
  - The product number; and
  - The contract number.
- 11.2 Labelling - When the textile labelling legislation of the federal and/or provincial governments applies to textile component parts of chairs, the Suppliers must ensure that it complies with the requirements of the legislations.

**ANNEX A-1 – TABLES I - IV**

<b>TABLE I</b>			
<b>Performance Testing Standard: ANSI/BIFMA X5.1-2002</b>		<b>Performance Testing Standard: ANSI/BIFMA X5.1-2011</b>	
<b>ANSI/BIFMA Section</b>	<b>Testing Requirement Description</b>	<b>ANSI/BIFMA Section</b>	<b>Testing Requirement Description</b>
<b>For Rotary Chairs</b>			
5	Back Strength Test – Type I	5	Back Strength Test- Static - Type I
6	Back Strength Test – Type II	6	Back Strength Test - Static - Type II
7	Base Test Static	7	Base Test Static
8	Drop Test – Dynamic	8	Drop Test – Dynamic
9	Swivel Test – Cyclic	9	Swivel Test – Cyclic
10	Tilt Mechanism Test - Cyclic	10	Tilt Mechanism Test - Cyclic
11	Seating Durability Tests - Cyclic	11	Seating Durability Tests - Cyclic
12	Stability Tests	12	Stability Tests
13	Arm Strength Test – Vertical	13	Arm Strength Test – Vertical
14	Arm Strength Test – Horizontal	14	Arm Strength Test – Horizontal
15	Backrest Durability Test – Cyclic - Type I	15	Backrest Durability Test – Cyclic - Type I
16	Backrest Durability Test – Cyclic - Type II	16	Backrest Durability Test – Cyclic - Type II
17	Caster/Chair Base Durability Test - Cyclic	17	Caster/Chair Base Durability Test - Cyclic
20	Arm Durability Test	21	Arm Durability Test
21	Out Stop Tests for Chairs with Manually Adjustable Seat Depth	22	Out Stop Tests for Chairs with Manually Adjustable Seat Depth
<b>For Side Chairs</b>			
6	Back Strength Test - Type II	6	Back Strength Test - Type II
8	Drop Test - Dynamic	8	Drop Test - Dynamic
11	Seating Durability Tests	11	Seating Durability Tests
12	Stability Tests	12	Stability Tests
13	Arm Strength Test - Vertical	13	Arm Strength Test - Vertical
14	Arm Strength Test - Horizontal	14	Arm Strength Test - Horizontal
16	Backrest Durability Test	16	Backrest Durability Test
17	Caster/Chair Base Durability Test	17	Caster/Chair Base Durability Test
18	Leg Strength Test – Front and Side Application	18	Leg Strength Test – Front and Side Application
20	Arm Durability Test	21	Arm Durability Test

<b>TABLE II</b>	
<b>Dimension Testing Standard: CAN/CGSB-44.232-2008</b>	
<b>For Rotary Chairs</b>	
<b>CAN/CGSB Section</b>	<b>Testing Requirement Description</b>
<b>5.0 - Detailed Requirements</b>	
5.3	Cushioning Material
5.5	Seat Waterfall
5.6	Column Clearance
<b>6.0 - Dimensional Requirements</b>	
6.1	Seat Width
6.2	Backrest Width

<b>TABLE II</b>	
<b>Dimension Testing Standard: CAN/CGSB-44.232-2008</b>	
<b>For Rotary Chairs</b>	
<b>6.3 - Fixed Components</b>	
6.3.1	Seat Depth
6.3.2	Backrest Height
<b>6.3.3 - Armrest (par. 9.1 g)</b>	
6.3.3.1	Armrest Height
6.3.3.2	Armrest Length
6.3.3.3	Armrest Setback
6.3.3.4	Clearance Between Armrests
6.3.3.5	Armrest Width
<b>6.3.4</b>	Lumbar Support Height
<b>6.3.5</b>	Backrest-to-Seat Angle
<b>6.4 - Adjustable Components</b>	
6.4.1	Standard Seat Height Adjustment Range
6.4.2	Lumbar Support Height Adjustment
<b>6.4.3 - Armrest (par. 9.1 j)</b>	
6.4.3.1	Armrest Height Adjustment
6.4.3.2	Lateral Adjustment of Armrest
6.4.3.3	Horizontally Swiveling Adjustable Armrest
6.4.4	Seat Depth Adjustment
<b>6.5 - Seat and Back Controls</b>	
6.5.1	Seat Pan Angle
6.5.2	Backrest Angle to the Horizontal
6.5.3	Backrest-to-Seat Angle
6.5.4	Tilt Mechanism

<b>TABLE III</b>	
<b>TESTING REQUIREMENTS OF PD-8 AND GPD-6</b>	
<b>PD-8 Rotary Chairs Section</b>	
<b>6.0 - Sub-categories</b>	
6.3.2	Backrest Height
<b>For Side Chairs</b>	
<b>GPD-6 Side Chairs Section</b>	
<b>5.0 - Detailed Requirements</b>	
7.1	Seat Waterfall
7.2	Cushioning Material
<b>6.0 - Dimensional Requirements</b>	
8.1	Seat Width
8.2	Backrest Width
8.3	Armrest Clearance

<b>TABLE IV</b>	
<b>ACT Voluntary Performance Guidelines Testing</b>	
<b>For Rotary &amp; Side Chairs</b>	
<b>Test Description</b>	<b>Test Requirements</b>
<b>Flame Resistance</b> California Bulletin 117, Section E	Class 1
<b>Wet and Dry Crocking</b>	
AATCC 8-2001	Wet Crocking - Grade 4 minimum
AATCC 8-2001	Dry Crocking - Grade 3 minimum
<b>Colourfastness to Light</b>	
AATCC 16 Option 1 or 3-2003	Grade 4 minimum at 40 hours
<b>Brush Pill</b>	
ASTM D3511-02	Class 3 minimum
<b>Breaking Strength (Grab Test)</b>	
ASTM D5034-95 (2001) Alternatively: ASTM D3597	50 lbs. minimum in warp & weft
<b>Seam Slippage</b>	
ASTM D4034 Alternatively: ASTM D3597 or ASTM D6797	25 lbs. minimum in warp & weft
<b>Heavy Duty</b>	
ASTM D4157-02 (ACT ap'vd #10 Cotton Duck)	30,000 Double rubs Wyzenbeek method; or 40,000 cycles Martindale method

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## **ANNEX B**

### **Products & Pricing**

#### **SECTION A - Supplier's SA Products**

A.1.1 The Supplier's products available under this SA are listed in Attachment 1 of Annex B and e-Purchasing (or alternate application). (Attachment 1 will be added by the SAA upon award of SA)

##### A.1.2 Green Products

If the Supplier has responsive Green Chairs as a result of the RFSA, this section A1.2 will be included in the resulting SA. This paragraph of instruction will not be included in the SA.

Of the products referenced in A.1.1, one or more qualify as a Green Product(s) and are identified in the "Green Product" column in Attachment 1 of Annex B and in e-Purchasing (or alternate application).

##### A.1.3 Canadian Content Products

If the Supplier has responsive chairs certified as meeting the Canadian Content Policy as defined in the RFSA, this section A.1.3 will be included in the resulting SA. This paragraph of instruction will not be included in the SA.

Of the products referenced in A.1.1, one or more are certified as meeting the Canadian Content Policy and are identified in the "Canadian Content" column in Attachment 1 of Annex B and in e-Purchasing (or alternate application).

#### **SECTION B - Supplier's Ceiling Prices for its Products in the SA**

B.1 This Section B applies to the Supplier's products in the SA.

B.2 The Supplier's ceiling prices for each product are listed in Annex B - Attachment 1 and

- a) are the single ceiling price per chair model, not portions of a chair, inclusive of the basic features and include all elements of the entire Annex A corresponding to the products including the feature options;
- b) exclude delivery;
- c) exclude installation; and
- d) exclude GST/HST.

B.3 SACC Manual Clause C3011T (2010-01-11) - Exchange Rate Fluctuation applies to all pricing.

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## **SECTION C – Pricing Terms for the Basis of Payment**

C.1 This Section C applies to the bid solicitations, the resulting bids and contracts issued pursuant to the SA.

C.2 The provision of the feature options listed in Part 6B, section 4.2 (g) iv. do not increase the ceiling price of the model(s) offered.

C.3 Canada is not required to purchase delivery and installation services.

C.4 Canada's purchase of products, delivery and installation must be priced in accordance with the terms below and in Part 6C.

C.4.1 For product, the Supplier must bid firm unit or firm lot pricing. Delivery and installation are excluded. GST/HST is extra, if applicable.

C.4.2 For delivery services, the Supplier must bid firm unit or firm lot pricing. Unless otherwise expressly stated by the IU in the bid solicitation, FOB is Destination & Customs Duty included, or Incoterms 2000 Delivered Duty Paid Destination including unloading. GST/HST is extra, if applicable.

C.4.3 For installation services, the Supplier must bid firm unit or firm lot pricing. The purchase of products and delivery services are excluded. GST/HST is extra, if applicable.

C.4.4 GST/HST: Refer to the general conditions 2010A listed in the contract (Part 6C, Resulting Contract Clauses section).

## **SECTION D – Supplier's Bid Pricing**

D.1 In addition to Sections A, B and C, this Section D applies to the Supplier's bid prices in response to Canada's solicitations during the period of the SA.

D.2 The Supplier's bids in response to Canada's bid solicitations under the SA must not:

D.2.1 Contain a firm lot price that exceeds the total ceiling amount for the corresponding products in the SA. This requirement applies when the bid solicitation requests a firm lot price; and/or

D.2.2 Contain firm unit prices that exceed the ceiling unit prices of the corresponding products in the SA. This requirement applies when the bid solicitation requests firm unit prices.

Solicitation No. - N° de l'invitation

E60PQ-120001/B

Client Ref. No. - N° de réf. du client

E60PQ-120001

Amd. No. - N° de la modif.

File No. - N° du dossier

pq959E60PQ-120001

Buyer ID - Id de l'acheteur

pq959

CCC No./N° CCC - FMS No/ N° VME

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#### Example for D.2.1:

SA total ceiling price (goods only) for quantity three model A products and quantity four model B products sums \$7,300.00: the firm lot price in the bid for the cumulative total of products cannot exceed \$7,300.00 (goods only).

#### Example for D.2.2:

SA ceiling unit price (goods only) for quantity one model A product and quantity one model B product is \$735.00 and \$560.00 respectively and the firm unit prices in the bid for each product cannot exceed \$735.00 and \$560.00 respectively (goods only).

D.3 SACC Manual Clause C3011T (2010-01-11) - Exchange Rate Fluctuation applies to all pricing.

Solicitation No. - N° de l'invitation

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pq959E60PQ-120001

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pq959

CCC No./N° CCC - FMS No/ N° VME

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## **ANNEX B ATTACHMENT 1**

The information from Part 4 – Products and Pricing – Attachment 2 of the Supplier's arrangement will be added here when the SA is issued. The SAA reserves the right to modify the information provided by the Supplier in the Attachment 1. (This statement will be removed once the SA is issued).

Solicitation No. - N° de l'invitation

E60PQ-120001/B

Client Ref. No. - N° de réf. du client

E60PQ-120001

Amd. No. - N° de la modif.

File No. - N° du dossier

pq959E60PQ-120001

Buyer ID - Id de l'acheteur

pq959

CCC No./N° CCC - FMS No/ N° VME

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## **ANNEX C ATTACHMENT 1**

The information from Part 4 – Green Chair Recognition Environmental Record for Green Office Seating – Attachment 3 of the Supplier’s arrangement will be added here when the SA is issued. The SAA reserves the right to modify the information provided by the Supplier in the Attachment 1. (This statement will be removed once the SA is issued).