

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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St./11, rue Laurier  
Place du Portage, Phase III  
Core 0A1 / Noyau 0A1  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776**

**Request For a Standing Offer  
Demande d'offre à commandes**

National Individual Standing Offer (NISO)

Offre à commandes individuelle nationale (OCIN)

Canada, as represented by the Minister of Public Works and  
Government Services Canada, hereby requests a Standing Offer  
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et  
Services Gouvernementaux Canada, autorise par la présente,  
une offre à commandes au nom des utilisateurs identifiés  
énumérés ci-après.

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**

Furniture Division/Division des produits de l'ameublement  
11 Laurier St. / 11, rue Laurier  
6B1, Place du Portage  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> CHAIR COMPONENTS AND ACCESSORIES	
<b>Solicitation No. - N° de l'invitation</b> 21K01-105004/A	<b>Date</b> 2012-05-15
<b>Client Reference No. - N° de référence du client</b> 21K01-105004	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$PQ-426-60473
<b>File No. - N° de dossier</b> pq426.21K01-105004	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-31</b>	<b>Time Zone Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ranger, Guy	<b>Buyer Id - Id de l'acheteur</b> pq426
<b>Telephone No. - N° de téléphone</b> (819)956-9713 ( )	<b>FAX No. - N° de FAX</b> (819)956-5706
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer 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 offer, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
  - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Annex A, Requirement - Product Description and Annex B, Basis of Payment.

### 2. Summary

#### 2.1 Requirement

Public Works and Government Services Canada (PWGSC), on behalf of CORCAN has a requirement to establish a National Individual Standing Offer (NISO) for the supply of steel frames including cushioned seat and backrest for side chairs in accordance with Annex A, Requirement - Product Description. This requirement supports CORCAN's mandate in providing employment training and employability skills to offenders in federal correctional institutions in support of the social policy of the Government of Canada.

The requirement will be delivered to various CORCAN Institutions namely : Leclerc Institution, 400 Montée St-François, Laval, Quebec H7C 1S7; Donnacona Institution, 538 Route 138, Donnacona, Quebec G0A 1T0; Mountain Institution, 4732 Cemetery Road, Agassiz, BC V0M 1A0; Drumheller Institution, 9 Hwy, Drumheller, AB T0J 0Y0.

#### 2.2 Period of the Standing Offer

The period of the NISO will be for a period of two (2) years with Canada retaining the right to extend the NISO for a period of four additional consecutive twenty-four (24) month periods in accordance with all terms and conditions detailed in the Request for Standing Offer (RFSO) document. The products must be provided in accordance with the Requirement - Product Description attached at Annex A.

#### 2.3 Trade Agreements

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Article 1018 2(d) of the North American Free Trade Agreement allows for the exemption of procurements relating to goods or services of prison labour. See article XXIII(www) of the World Trade Organization Agreement on Government Procurement. The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

2.4 The requirement is subject to a preference for Canadian goods and/or services.

### **3. Debriefings**

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within fifteen (15) working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

### 2. Submission of Offers

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

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

### 3. Enquiries - Request for Standing Offers

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

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

### 4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

## PART 3 - OFFER PREPARATION INSTRUCTIONS

## 1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer - 1 hard copy, 1 soft copy on CD format

Section II: Financial Offer - 1 hard copy, 1 soft copy on CD format

Section III: Certifications - 1 hard copy

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (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 Standing Offers.

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, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Requirement.

### Section II: Financial Offer

- 1.1 Offerors must submit their financial offer in Canadian funds and must complete the pricing schedule detailed in the Attachment 1 to Part 3 - Pricing Schedule. The total amount of Good and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, as applicable.
- 1.2 Offerors must submit their firm unit prices Delivered Duty Paid (DDP) destination; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded.
- 1.3 When preparing their financial offer, offerors should review Part 6, Section B, article 4.1, Basis of Payment, and Part 4, article 1.2, Financial Evaluation.
- 1.4 SACC Manual Clauses  
C3011T(2010-01-11), Exchange Rate Fluctuation

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## 1.5 Payment by Credit Card

Canada requests that offerors complete one of the following:

(a) (  ) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

(b) (  ) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

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

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

### ATTACHMENT 1 to PART 3 PRICING SCHEDULE

The Offeror should complete this pricing schedule and include it in its financial bid. As a minimum, the Offeror must respond to this pricing schedule by including in its financial bid, its quoted firm unit price (in Canadian Dollars) for the goods identified.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future request for the goods described in the bid solicitation will be consistent with this data.

<b>Firm Unit Prices</b>			
<b>ITEM</b>	<b>A</b>	<b>B</b>	<b>C= A x B</b>
	<b>ESTIMATED QUANTITY</b>	<b>FIRM UNIT PRICE (for two-year period commencing on issue of the Standing Offer)</b>	<b>TOTAL Extended Price</b>
<b>Type 1: For Stackable Steel Frame Chairs with Four Legs</b>			
For Stackable Chair: steel frame painted with high impact epoxy powder coat, four legs, cushioned seat and backrest with armrest	1733	\$	\$
For Stackable Chair: steel frame painted with high impact epoxy powder coat, four legs, cushioned seat and backrest without armrest	400	\$	\$
For Stackable Chair: unpainted steel frame, four legs, cushioned seat and backrest with armrest	400	\$	\$
For Stackable Chair: unpainted steel frame, four legs, cushioned seat and backrest without armrest	133	\$	\$
<b>Type III: Non-stackable Steel Frame Chairs with Sled Base</b>			
Non-stackable Chair: steel frame painted with high impact epoxy powder coat, sled base, cushioned seat and backrest with armrest	333	\$	\$
Non-stackable Chair: steel frame painted with high impact epoxy powder coat, sled base, cushioned seat and backrest without armrest	333	\$	\$
Non-stackable Chair: steel frame unpainted with high impact epoxy powder coat, sled base, cushioned seat and backrest with armrest	83	\$	\$
Non-stackable Chair: steel frame unpainted with high impact epoxy powder coat, sled base, cushioned seat and backrest without armrest	83	\$	\$

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Tablet arm option	166	\$	\$
<b>Type II: Stackable Steel Wire Frame Sled Base Chairs</b>			
Stackable Chair: steel wire frame painted with high impact epoxy powder coat, sled base with armrest	600	\$	\$
Stackable Chair: steel wire frame painted with high impact epoxy powder coat, sled base without armrest	2200	\$	\$
Stackable Chair: steel wire frame unpainted with high impact epoxy powder coat, sled base with armrest	67	\$	\$
Stackable Chair: steel wire frame unpainted with high impact epoxy powder coat, sled base without armrest	133	\$	\$
Cushioned seat and backrest option	67	\$	\$
Tablet arm option	67	\$	\$
Bookrack option	67	\$	\$
<b>Storage Dollies</b>			
Storage Dolly must accommodate up to 10 four legs stackable chairs	33	\$	\$
Storage Dolly must accommodate up to 40 wire frame sled base stackable chairs	33	\$	\$
<b>TOTAL (GST/HST excluded) Evaluated Price:</b>			\$
<b>GST/HST</b>			\$

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

(a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the offers.

(c) The evaluation team will determine first if there are three (3) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

### 1.1. Technical Evaluation

1.1.1.A	Mandatory Technical Specifications Criteria (MTS)
<b>MTS1</b>	The Side Chairs with Metal Frame Components offered must meet all specifications at Annex A, Requirement - Product Description.
<b>MTS2</b>	<p><u>MTS 2.1</u> For all products offered in response to Attachment 1 to Part 3 - Pricing Schedule, the Offeror must submit descriptive information demonstrating compliance with the technical specifications listed in Annex A, Requirement - Product Description herein.</p> <p>Descriptive information can be in the form of a price list, specification guide, catalogue or other, as long as the descriptive information required above is provided. Any pricing contained in the descriptive information will not be considered for the financial evaluation.</p> <p><u>MTS 2.2</u> The descriptive information in MTS 2.1 must be submitted in CD/DVD format written in Adobe Acrobat PDF version 7 or older.</p>
<b>MTS3</b>	<p><u>MTS 3.1</u> The Offeror must complete the Test Report Table below and submit one copy of each Test Report that is referenced in the Test Report Table, in accordance with the Requirement - Product Description at Annex A</p>
<b>MTS4</b>	<p><u>MTS 4.1</u> The Offeror must submit one copy of each of the test reports referenced in the Test Report Table in accordance with the Requirement - Product Description at Annex A.</p>
<b>MTS5</b>	<p><u>MTS 5.1</u> The products must have undergone and successfully passed all the testing stipulated in Annex A, Requirement - Product Description. The testing must be performed no later than the closing date of the solicitation and no older than five (5) years.</p>

#### TEST REPORT TABLE ACT Voluntary Performance Guidelines

TEST DESCRIPTION	TEST REQUIREMENTS	TEST REPORT No. and DATE
Flame Resistance California Bulletin 117	Class A or Class 1	

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Section E		
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## 1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, Delivered Duty Paid (DDP) destination, Canadian customs duties and excise taxes included.

Offerors must submit pricing in accordance with Attachment 1 to Part 3 Pricing Schedule.

## 2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offer and meet all mandatory criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a Standing Offer.

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## **PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### **1. Certifications Precedent to Issuance of a Standing Offer and Certifications Required with the Offer**

#### **1.1 Certifications Precedent to Issuance of Standing Offer**

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

##### **1.1.1 Federal Contractors Program - Certification**

The Federal Contractors Program (FCP) 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 standing offer. If the Offeror, or, if the Offeror 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 standing offer.

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 Contracts 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 offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

1.1.2 If the Offeror 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 Offeror 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.

1.1.3 The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror 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;

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- (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 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.

## 1.2 Certifications Required with the Offer

Offerors must submit the following duly completed certifications with their offer.

### 1.2.1 Canadian Content Certification

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

1.2.1.2 This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the good(s) offered being treated as non-Canadian goods.

The Offeror certifies that:

( ) a minimum of 80 percent of the total price for the offer consist of Canadian goods as defined in paragraph 1 of clause A3050T.

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

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

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## 1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement - Product Description at Annex A.

## 2. Standard Clauses and Conditions

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

### 2.1 General Conditions

2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

## 3. Term of Standing Offer

### 3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_,

### 3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for a period of four additional consecutive twenty-four (24) month periods period, from \_\_\_\_\_ to \_\_\_\_\_ under the same conditions and prices specified in the Annex B, Basis of Payment.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 4. Authorities

### 4.1 Standing Offer Authority

The Standing Offer Authority is:

Guy Ranger  
Supply Team Leader  
Furniture Division/CCPD/CASMS  
Acquisitions Branch  
Public Works and Government Services Canada  
11 Laurier St. 6B3  
Gatineau, Quebec  
Telephone: 819-956-9713  
Facsimile: 819-956-5706

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E-mail: [guy.ranger@tpsgc-pwgsc.gc.ca](mailto:guy.ranger@tpsgc-pwgsc.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

#### 4.2 Project Authority

The Project Authority for the Standing Offer is to be provided at the issuance of the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

#### 4.3 Offeror's Representative

The name and particulars of the person to be contacted for general enquiries and follow-up purposes:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone : \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is CORCAN and the Department of Public Works and Government Services Canada on behalf of CORCAN.

### 6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User using Form PWGSC-TPSGC 942, Call-up against a Standing Offer or electronic document.

### 7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000 (Goods and Services Tax or Harmonized Sales Tax included).

For individual call-ups above \$100,000, the Identified User must forward a funded requisition on form PWGSC-TPSGC 9200 to PWGSC for processing on behalf of CORCAN.

## 8. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-03-02), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2012-03-02), General Conditions - Goods (Medium Complexity)
- e) Annex A, Requirement - Product Description
- f) Annex B, Basis of Payment
- g) the Offeror's offer \_\_\_\_\_ (insert date of offer).

## 10. Certifications

### 10.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

### 10.2 Canadian Content Certification

SACC Manual clause M3060C (2008-05-12) Canadian Content Certification.

## 11. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

## 12. Standing Offer Usage Reporting

- (a) At the end of each month, the Supplier must submit a copy of all invoices either by mail or

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electronic mail to the PWGSC Invoice Authority indicated below for its provision of goods delivered to the Federal Government under Contracts resulting from the Standing Offer including copies of 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 (PWGSC Invoice Authority)

Email : ncrfurniture.rnameublement@tpsgc-pwgsc.gc.ca

(b) Invoices must be submitted in accordance with the section entitled "Invoicing Submission" of the General Conditions 2010A (2012-03-02) and in addition must show:

- (i) Standing Offer Number;
- (ii) Purchase Order number;
- (iii) Destination;
- (iv) Delivery date;
- (v) GST/HST.

(c) In the event a Offeror has not been awarded a call-up during any calendar month, the Offeror must provide the PWGSC Invoice Authority with a "NIL Activity" report for the respective month. The report can be in the form of an email to the Furniture Division at ncrfurniture.rnameublement@tpsgc-pwgsc.gc.ca.

(d) Failure to provide fully completed reports and invoices in accordance with the above instructions may result in the withdrawal by Canada from the SO and the application of a vendor performance corrective measure.

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

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **1. Requirement**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **2. Standard Clauses and Conditions**

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## 2.1 General Conditions

2010A (2012-03-02), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Subsection 09-Warranty, of 2010A (2010-01-11) is amended as follows:

DELETE: The warranty period will be twelve (12) months

INSERT: The warranty period will be ten (10) years

Section 16, Interest on Overdue Accounts, of 2010A (2012-03-02) will not apply to payments made by credit cards at point of sale.

## 3. Term of Contract

### 3.1 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

## 4. Payment

### 4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex B for a cost of \$ \_\_\_\_\_. Delivery and Custom Duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

### 4.2 Single Payment

SACC Manual clause H1000C (2008-05-12), Single Payment

### 4.3 Payment by Credit Card

The following credit card is accepted: \_\_\_\_\_.

## 5. Invoicing Instructions

5.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

5.2 Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the address shown on page 1 of the

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Contract for certification and payment.

## **6. Insurance**

SACC Manual clause G1005C(2008-05-12) Insurance

## **7. SACC Manual Clauses**

A9068C (2010-01-11) - Government Site Regulations

A2000C (2006-06-16) - Foreign Nationals (Canadian Contractor)

A2001C (2006-06-16) - Foreign Nationals (Foreign Contractor)

B7500C (2006-06-16) - Excess Goods

## **8. Shipping Instructions**

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

(a) Delivered Duty Paid (DDP) Incoterms 2000 for shipments from a commercial Contractor to the following locations:

- Leclerc Institution, 400 Montée St-François, Laval, Quebec H7C 1S7;
- Donnacona Institution, 538 Route 138, Donnacona, Quebec G0A 1T0;
- Mountain Institution, 4732 Cemetery Road, Agassiz, BC V0M 1A0;
- Drumheller Institution, 9 Hwy, Drumheller, AB T0J 0Y0

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## **Annex A**

### **REQUIREMENT - PRODUCT DESCRIPTION**

#### **1. SCOPE**

This purchase description applies to chair components and the accessories to be assembled by CORCAN for various chair models.

#### **2. APPLICATION PUBLICATIONS**

The following publications are applicable:

- 2.1 American National Standards Institute/Business and Institutional Furniture Manufacturer's Association (ANSI/BIFMA)  
ANSI/BIFMA X 5.1 – American National Standard for Office Furnishings - General Purpose Office Chairs – Tests
- 2.2 ASTM International  
ASTM D 3574 – Standard Test Methods for Flexible Cellular Materials - Slab, Bonded and Mould Urethane Foams.
- 2.3 California Department of Consumer Affairs  
California Technical Bulletin 117 – Requirement Test Procedure and Apparatus for Testing the Flame Retardance of Resilient Filling Material Used in Upholstered Furniture.
- 2.4 Reference to the above publications, or test methods herein, is to the latest issue.

#### **3. TERMINOLOGY**

For the purpose of this purchase description the following definitions apply:

- 3.1 Armrest – A component of a chair intended to provide support to the occupant's forearm.
- 3.2 Armrest Clearance – The horizontal distance between the inside edges of the armrests.
- 3.3 Backrest Width – The horizontal distance between the outside edges of the backrest at it's widest point.
- 3.4 Seat Width – The horizontal distance between the outside edges of the seat, at the geometric center.
- 3.5 Chair Dolly – A platform on casters to be used to transport and store chairs and can support the load of the chair being stacked.
- 3.6 Side Chair – A seat for one person with a support for the back and having a shaped seat. The side chairs must be available with and without armrests.
- 3.7 Stackable - A chair that can be easily transported and stored by pilling the chairs one into the other by the user.

#### **4. CLASSIFICATIONS**

The unassembled side chair components must be supplied in the following types:

- 4.1 Type I – Stackable Steel Metal Frame Four Legs:  
A four leg side chair that consist of a molded foam fixed seat and backrest.
- 4.1.1 Stacking at least 10 chairs on a chair dolly . Tolerance of  $\pm 2$  chairs.
- 4.2 Type II – Stackable Solid Steel Wire Metal Frame Sled Base:
- 4.2.1 Category a. - A molded foam fixed seat and backrest.
- 4.2.2 Category b. - A textured polypropylene seat and back .
- 4.2.3 Stacking at least 40 chairs on a chair dolly . Tolerance of  $\pm 5$  chairs.
- 4.3 Type III – Non Stackable Steel Metal Frame Sled Base:  
A sled base chair that consist of a moulded foam seat and backrest.
- 5. GENERAL REQUIREMENTS – All types**
- 5.1 Finished chair components must be uniform in quality, clean and free from any defects that may affect their appearance and serviceability.
- 5.2 External surfaces must be smooth and all edges must be rounded or beveled. All accessible surfaces must be free from sharp edges, burrs and any other hazards to safety.
- 5.3 Chairs must be available with and without armrest.
- 5.4 Chair frame components must be painted frame using an epoxy powder coat and none painted frame.
- 5.5 Product Design – All major components must be designed to be disassembled where the wear susceptible parts are designed to be replaceable by the user.
- 5.6 Ganging hardware must be available for all types of chairs.
- 6. DETAILED REQUIREMENTS**
- 6.1 Frame – Type I and Type III
- 6.1.1 The frames must be made of 22mm(7/8 in.) outside diameter, min. 13 gauge round tubular steel.
- 6.1.2 The frame's cross members must be made of min. 13 gauge tubular steel metal with a outside diameter of no less than 22mm (7/8 in.).
- 6.1.3 The frames must be supplied ready for painting by CORCAN.
- 6.1.4 The frame must be supplied painted with epoxy powder coat, electro statically applied for corrosion resistance, standard in semi-gloss black with optional choice of 25 other epoxy powder coated finishes.
- 6.2 Frame - Type II, category a and b

- 6.2.1 The frame must be made of solid steel wire metal with an outside diameter of no less than 11mm (7/16 in.) and must include soft plastic, none marking glides.
- 6.2.2 Two cross members must be made of solid steel wire with an outside diameter of no less than 11mm (7/16 in.)
- 6.2.3 Frame must have an area where seat will be fastened to and assure structural integrity of chair; such as straps or plates.
- 6.2.4 Frames must be supplied ready for painting by CORCAN, option must be quoted on for supply of chair painted with epoxy powder coat, electro statically applied for corrosion resistance, standard in semi-gloss black with optional choice of 25 other epoxy powder coated finishes.
7. Legs – Type I and III
- 7.1 The four legs, without armrest frame must be made of min.13 gauge, 22mm(7/8 in.) Outside diameter legs.
- 7.1.1 The four legs, with armrest frame.
- 7.2 Sled base, without armrest frame must be made of min.13 gauge, 22mm(7/8 in.) outside diameter legs.
- 7.2.1 Sled base, with armrest frame.
- 7.3 Legs – Type II  
Sled base, without armrest frame must be made of solid steel wire metal with an outside diameter of no less than 11mm (7/16 in.)
- 7.3.1 Sled base, with armrest frame.
8. Armrest - Type I, III and Type II-category a
- 8.1 The armrest caps must be moulded reinforced nylon flared arms in black and must have ribbed ends to facilitate a positive press fit into the chair frame.
- 8.2 Armrest – Type II-category b
- 8.2.1 Arm caps must be provided and secured to the frame in a minimum of two locations.
- 8.2.2 Armrest must be made of a medium to high density, blush resistant, polypropylene plastic color matched to the seat and back polypropylene.

9. Seat and backrest – Type I, II category a and III

9.1 Backrest must be compound curved shape and moulded formed

9.1.1 Inside back foam is moulded with a minimum of 32mm(1 ¼"); the moulded foam density is 3.2 pounds.

9.2 Seat and Backrest must be cushioned not upholstered.

9.2.1 The seat board is moulded

9.2.2 The seat foam is moulded with a minimum thickness of 38mm(1.5") and the density is 3.2 pounds.

9.3 Seat and backrest – Type II category b

9.3.1 Backrest must be attached to the frame in a minimum of 4 locations.

9.3.2 Seat must have a minimum of 4 injection-molded pins to facilitate seat attachment

9.3.3 The compound curved seat and back must be constructed of a medium to high density, blush resistant, textured polypropylene plastic, available in a minimum of seven colors

10 Glides

10.1 Type I - A chrome plated metal cushion glide must be provided.

10.2 Type II, III - The glides must be provided in a soft plastic, anti tip must be available.

11. Addition requirements – Type II

11.1 A tablet arm which would be installed either on the left of the right side of the chair and have an approximately length of 533mm (21in) must be provided.

11.1.2 The tablet arm must be constructed of high-pressure resin core board and is hinged to allow seating access.

11.2 The bookrack must be provided as an outer frame and constructed from solid steel wire.

## 7. DIMENSIONAL REQUIREMENTS

7.1 Type I - Stackable Steel Metal Frame Four Legs:

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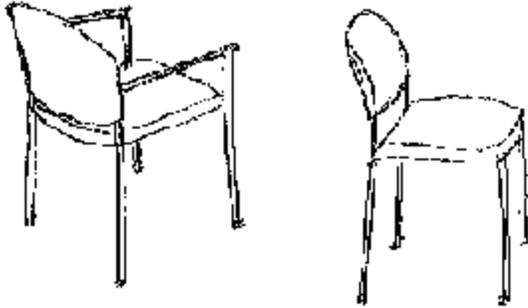
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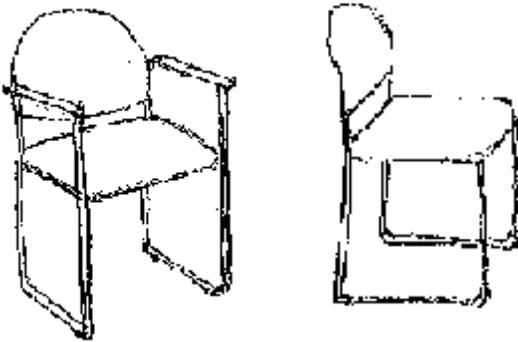
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### 7.2 Type III – None Stackable Steel Metal Frame Sled Base



#### **TYPES I and III**

*Overall Height	*Overall Depth	*Back Height	*Back Width	*Seat Height	*Seat Depth	*Seat Width
800mm (31.5")	533mm (21")	356mm (14")	457mm (18")	445mm (17.5")	457mm (18")	457mm (18")

There shall be a tolerance of  $\pm 2$  in. for all dimensions marker with a \*

#### **With armrest**

Overall Width
546mm(21.5")

#### **Without armrest**

Overall Width
483mm(19")

### 7.3 Type II– Stackable Solid Steel Wire Metal Frame Sled Base.

7.3.1 Category a. – Must have Molded Foam Seat and Back.

7.3.2 Category b. – Must have textured polypropylene Seat and Back.

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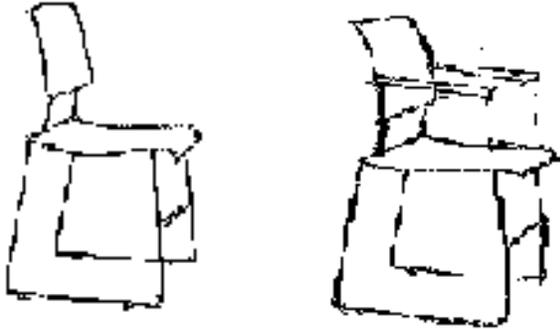
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## TYPE II

*Overall Height	*Overall Depth	*Back Height	*Back Width	*Seat Height	*Seat Depth	*Seat Width
826mm (32.5")	572mm (22.5")	432mm (17")	419mm (16.5")	457mm (18")	457mm (18")	445mm (17.5")

There shall be a tolerance of  $\pm 2$  in. for all dimensions marker with a \*

### With armrest

Overall Width
546mm(20.5")

## 8. CHAIR DOLLIES – Type I and II

- 8.1 Type I chair dolly - The chair dolly must be able to accommodate and support the load of at least 10 stackable chairs. Tolerance of  $\pm 2$  chairs.
- 8.2 Type II chair dolly - The chair dolly must be able to accommodate and support the load of at least 40 stackable chairs. Tolerance of  $\pm 5$  chairs.
- 8.3 The chair dolly must be capable of being manually moved by one person and not cause any injury when fully loaded with chairs.
- 8.4 The chairs must be secured onto the chair dolly in order to prevent any injury.

## 9. TESTING

- 9.1 Cushioning Material – When cushioning material is used in the seat and backrest they must be tested in accordance with ASTM D 3574 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.
- 9.2 Flammability – All applicable components must comply with California Technical Bulletin 133.
- 9.3 The bidder must provide testing demonstrating that an assemble chair\_offered passes ANSI/BIFMA X5.1 performance standards

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## **10. ENVIRONMENTAL CONSIDERATIONS**

- a. The chairs components should be designed and the material should be selected to minimize waste and environmental impact both during the production process and in the post-consumer stages.
- b. The chairs should be designed to allow the disassembly of major components to accommodate reuse or recycling of materials for which there are proven recycling markets. The metal and the plastic components of a product should be composed of recycled materials whenever possible. Where possible, all major plastic components should be stamped with a composition code to facilitate recycling.

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### Annex B Basis of Payment

In consideration of the work satisfactorily performed in accordance with the Standing Offer, and in accordance with the resulting call-ups, the Offeror will be paid in accordance with the following Basis of Payment. All deliverables are D.D.P. Delivery and Custom Duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

ITEM	FIRM UNIT PRICE (in Cdn \$)				
	Date of Issue to June 30, 2014	Extension Period 1* (July 1, 2014 - June 30, 2016)	Extension Period 2* (July 1, 2016 - June 30, 2018)	Extension Period 3* (July 1, 2018 - June 30, 2020)	Extension Period 4* (July 1, 2020 - June 30, 2022)
<b>Type I: For Stackable Steel Frame Chairs with Four Legs</b>					
For Stackable Chair: steel frame painted with high impact epoxy powder coat, four legs, cushioned seat and backrest with armrest	\$	\$	\$	\$	\$
For Stackable Chair: steel frame painted with high impact epoxy powder coat, four legs, cushioned seat and backrest without armrest	\$	\$	\$	\$	\$
For Stackable Chair: unpainted steel frame, four legs, cushioned seat and backrest with armrest	\$	\$	\$	\$	\$
For Stackable Chair: unpainted steel frame, four legs, cushioned seat and backrest without armrest	\$	\$	\$	\$	\$
<b>Type III: Non-stackable Steel Frame Chairs with Sled Base</b>					
Non-stackable Chair: steel frame painted with high impact epoxy powder coat, sled base, cushioned seat and backrest with armrest	\$	\$	\$	\$	\$
Non-stackable Chair: steel frame painted with high impact epoxy powder coat, sled base, cushioned seat and backrest without armrest	\$	\$	\$	\$	\$
Non-stackable Chair: steel frame unpainted with high	\$	\$	\$	\$	\$

impact epoxy powder coat, sled base, cushioned seat and backrest with armrest					
Non-stackable Chair: steel frame unpainted with high impact epoxy powder coat, sled base, cushioned seat and backrest without armrest	\$	\$	\$	\$	\$
Tablet arm option	\$	\$	\$	\$	\$
<b>Type II: Stackable Steel Wire Frame Sled Base Chairs</b>					
Stackable Chair: steel wire frame painted with high impact epoxy powder coat, sled base with armrest	\$	\$	\$	\$	\$
Stackable Chair: steel wire frame painted with high impact epoxy powder coat, sled base without armrest	\$	\$	\$	\$	\$
Stackable Chair: steel wire frame unpainted with high impact epoxy powder coat, sled base with armrest	\$	\$	\$	\$	\$
Stackable Chair: steel wire frame unpainted with high impact epoxy powder coat, sled base without armrest	\$	\$	\$	\$	\$
Cushioned seat and backrest option	\$	\$	\$	\$	\$
Tablet arm option	\$	\$	\$	\$	\$
Bookrack option	\$	\$	\$	\$	\$
<b>Storage Dollies</b>					
Storage Dolly must accommodate up to 10 four legs stackable chairs	\$	\$	\$	\$	\$
Storage Dolly must accommodate up to 40 wire frame sled base stackable chairs	\$	\$	\$	\$	\$

### \*Establishing Firm Unit Prices

1. If the Standing Offer period is extended, prices will be established using the Industrial Price Index (IPI), published in the Statistics Canada Catalogue No. 62-011-X, Table 2-10 – Furniture and Fixtures, section Office Furniture Record Equipment, metal (v53433612) (refer to <http://www.statcan.gc.ca/pub/62-011-x/2011012/t051-eng.htm>) as in articles 4.3.2 – 4.3.6 below.
2. Prices will be calculated during the months of March or April or May, in each of the years 2014, 2016, 2018, and 2020, using the reference month of January, or the latest release of the IPI

available to PWGSC but not greater than three months prior to the month of the calculation.

3. The firm unit prices for the initial Standing Offer period will be increased or decreased or remain unchanged as a result of the calculation. The resulting prices for the extension period will be firm. Prices for each subsequent extension period will be determined the same way, using the firm prices in effect for the Standing Offer period immediately prior to the extension period.
4. A percentage change will be determined and applied to the firm unit prices for the SO period immediately prior to the extension period. The percentage change is determined as follows:
 

Percentage Change:

  - i) Annual Average of the Indexes for Office Furniture Record Equipment, metal (v53433612) from the current year (A)
  - ii) Annual Average of the Indexes for Office Furniture Record Equipment, metal (v53433612) from one year prior to the current year (B)
  - iii) Annual Average of the Indexes for Office Furniture Record Equipment, metal (v53433612) from two years prior to the current year (C)
  - iv)  $D^1$  (escalation factor 1) = "B" / "C"
  - $D^2$  (escalation factor 2) = "A" / "B"
  - v) Percentage Change =  $(D - 1) \times 100$
  - vi) Adjusted firm unit price = (Initial Firm price x  $D^1$ ) x  $D^2$
5. The percentage change is limited to a maximum of +5% or -3%.
6. Each Standing Offer period firm unit price will be multiplied by the percentage change, subject to the maximum percentage change.

**Example:**

Assume we are currently in February 2011, and need to adjust the Standing Offer firm unit prices for the upcoming extension period - April 2011 to March 2013.

**Calculation:**

- i) The annual average of the Indexes for Office Furniture Record Equipment, metal (v53433612) for 2011 = **116.8(A)**
- ii) The annual average of the Indexes for Office Furniture Record Equipment, metal (v53433612) 2010 = **116.3 (B)**
- iii) The annual average of the Indexes for Office Furniture Record Equipment, metal (v53433612) 2009 = **117.00 (C)**
- iv) Escalation factor from 2010 to 2009: " $D^1$ "  $0.994 = 116.3 / 117.0$
- v) Escalation factor from 2011 to 2010: " $D^2$ "  $1.004 = 116.8 / 116.3$
- vi) Percentage change =  $(D - 1) \times 100$
- vii) Adjusted firm unit price = (Initial Firm price x  $D^1$ ) x  $D^2$

Item	Initial Period	Extension Period 1 (effective April 1, 2011)
Stackable Chair: steel frame painted with high impact epoxy powder coat, four legs, cushioned seat and backrest with armrest	\$200.00	$= (200 \times 0.994) \times 1.004$ <b>=199.59</b>

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21K01-105004

pq42621K01-105004

Stackable Chair: steel frame painted with high impact epoxy powder coat, four legs, cushioned seat and backrest without armrest	\$190.00	$=(190 \times 0.994) \times 1.004$ <b>=189.62</b>
Stackable Chair: unpainted steel frame, four legs, cushioned seat and backrest with armrest	\$180.00	$=(180 \times 0.994) \times 1.004$ <b>= 179.64</b>
Stackable Chair: unpainted steel frame, four legs, cushioned seat and backrest without armrest	\$160.00	$=(160 \times 0.994) \times 1.004$ <b>=159.68</b>