





Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	SEE HEREIN	I - 1	SEE HEREIN



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire		Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
						Destination	FOB/FAM			
4	ongoing office seating	D - 1	I - 1	1	LOT	\$	\$		See Herein	
4	ongoing office seating	D - 1	I - 1	1	LOT	\$	\$		See Herein	

## OFFICE SEATING FURNITURE

Public Works and Government Services Canada (PWGSC) on behalf of the Government of Canada, has an ongoing requirement for the supply, delivery and installation of Office Seating Furniture through a Request for Supply Arrangement (RFSa) to be available to all federal Government users across Canada, from date of issuance until such time Canada no longer considers it to be advantageous to use it.

The RFSa cover two procurement streams: The Aboriginal Suppliers and the General Suppliers as indicated below:

1. 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".
2. 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".

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.

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.

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

During the RFSa period, Suppliers are to obtain the package either by CD or an alternative electronic media from the Supply Arrangement Authority by sending a written request to

Stephanie.park@pwgsc.gc.ca as part of the solicitation package. The package contains various technical and financial tables to be completed and submitted on a CD or DVD to the Supply Arrangement Authority.

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## **REQUEST FOR SUPPLY ARRANGEMENTS**

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

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E60PQ-120001/E

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pq959

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

E60PQ-120001

File No. - N° du dossier

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CCC No./N° CCC - FMS No/ N° VME

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## OFFICE SEATING FURNITURE

### 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 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 and Aboriginal 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. General stream
- b. PSAB stream.

1. General Suppliers may offer:

- a. up to 12 Chairs in the Rotary Office Chair Sub-category;
- b. up to 6 Chairs in the Rotary Conference Chair Sub-category; and
- c. up to 6 chairs for the Side Chair Sub-category.

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

2. PSAB Suppliers may offer:

- a. up to 18 Chairs in the Rotary Office Chair Sub-category;
- b. up to 12 Chairs in the Rotary Conference Chair Sub-category; and
- c. up to 12 chairs for the Side Chair Sub-category.

Only one arrangement containing any combinations of a., b. and c. 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-Chili Free Trade Agreement, 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.

### 4. Canadian Content

For the PSAB stream only:

Bid solicitations valued at \$25,000.00 (applicable tax(es) included) or more 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-8-2015) and Government Purchase Description - 6 (GPD-6-2015).

**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.

## 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 (2015-07-03) 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 (2008-12-12) 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.

### 3. Former Public Servant - Notification

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with

Treasury Board policies and directives on contracts with former public servants, Contracting Policy Notice 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

#### **4. Federal Contractors Program for Employment Equity - Notification**

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on ESDC-Labour's website.

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

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 to all Suppliers. Enquiries not submitted in a form that can be distributed to all Suppliers may not be answered by Canada.

#### **6. 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.

#### **7. 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.

Solicitation No.- W de l'invitation

E60PQ-120001/E

Amd. No.- W de la modif.

Buyer ID- Id de l'acheteur

pq959

Client Ref. No.- W de ref. du client

File No.- W du dossier

CCC No./W CCC- FMS No/ W VME

E60PQ-120001

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Alternatively, the Supplier may add these pictures to its arrangement by bid closing date but is not required to do so.

## **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 (2013-11-06) – Exchange Rate Fluctuation

## **Section III:**

### **Certifications and Other Information**

Suppliers must submit the certifications 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> <ul style="list-style-type: none"><li>a. up to 12 Chairs in the Rotary Office Chair Sub-category;</li><li>b. up to 6 Chairs in the Rotary Conference Chair Sub-category; and</li><li>c. up to 6 chairs for the Side Chair Sub-category.</li></ul> <p>Only one arrangement for the General Stream containing any combinations of a., b., and c. above may be submitted per Supplier. Each Chair offered must specify the Model # and Series Name.</p>

	<p><b>FOR THE PSAB STREAM</b></p> <p>PSAB Suppliers may offer:</p> <ul style="list-style-type: none"> <li>a. up to 18 Chairs in the Rotary Office Chair Sub-category;</li> <li>b. up to 12 Chairs in the Rotary Conference Chair Sub-category; and</li> <li>c. up to 12 chairs for the Side Chair Sub-category.</li> </ul> <p>Only one arrangement for the General Stream containing any combinations of a., b., and c. above may be submitted per Supplier. Each Chair offered must specify the Model # and Series Name.</p>
	<p><u><b>MTC 1.2 – Describe Offered Chairs</b></u></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><u><b>MTC 1.3 – Submit Description</b></u></p> <p>Suppliers must submit the completed Attachment 2 – Products and Pricing of Part 4 in an Excel file extension .xlsx (2007) or older document in accordance with MTC 1.2.</p>
<b>MTC2</b>	<p><u><b>MTC 2.1 – Identify Upholstery</b></u></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><u><b>Chairs Comply with all Specifications</b></u></p> <p><u><b>MTC 3.1 – Rotary Office Chair and Rotary Conference Chair.</b></u></p> <p>For Suppliers offering rotary chairs, the Supplier must offer rotary chairs that meet all specifications of PD-8-2015 for rotary chairs listed in Annex A-1.1.</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-6-2015 for side chairs listed in Annex A-1.2.</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>	Authorized Dealer
	<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> <ul 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>a. be an original version signed by the manufacturer and be under the letterhead of the manufacturer;</li> <li>b. list the chair(s) Series name offered;</li> <li>c. list the model number offered; and</li> <li>d. confirm that the Supplier is in fact an authorized dealer for the chair(s) specified in the letter.</li> </ul> </li> </ul>

<b>MTC5</b>	<p><u>Work Coverage – National (across Canada excluding areas subject to the Comprehensive Land Claims Agreement(s) (CLCAs))</u></p> <p>This criterion applies to</p> <ul style="list-style-type: none"><li>i. PSAB Suppliers who are offering National Coverage only; and</li><li>ii. all General Suppliers.</li></ul> <p><u>MTC 5.1</u></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. These completed tables must be provided in Microsoft Word file extension .docx (2007) or older.</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. These completed tables must be provided in Microsoft Word file extension .docx (2007) or older.</p>

## 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)
MFC1	<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> <ul 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 applicable tax(es).</li></ul> <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 file extension .xlsx (2007) or older. The Supplier must submit its completed Attachment 2 in Microsoft Excel file extension .xlsx (2007) or older.</p>

## 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 twelve chairs	Up to six chairs	Up to six chairs
PSAB	Up to eighteen Chairs	Up to twelve Chairs	Up to twelve Chairs

## 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 file extension .docx (2007) or older.

<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.			



<b>Region: Western</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.			

<b>Region: Ontario</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.			

<b>Region: National Capital Region</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.			

<b>Region: Quebec</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.			

<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:

## 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 file extension .docx (2007) 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.			

<b>Region: Western</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.			

<b>Region: Ontario</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.			

<b>Region: National Capital Region</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.			

<b>Region: Quebec</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.			

<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:
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.			

## **PART 4 – ATTACHMENT 2**

### **Products and Pricing**

The Products and Pricing – Attachment 2 was provided by the SAA on a CD or by an alternate electronic media as part of the solicitation package. During the RFSA period, Suppliers are to obtain the CD or electronic package from the SAA or from GETS (if applicable).

The Supplier must submit its completed Attachment 2, as per the instructions below, in Microsoft Excel file extension .xlsx (2007) or older on CD or DVD.

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: -Product disassembly instructions are publicly available; -Disassembly is possible with standard tools and does not require special training; -Disassembly can occur in a reasonable amount of time.	
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:  i. Product disassembly instructions are publicly available; ii. Disassembly is possible with standard tools and does not require special training; iii. Disassembly of the product can occur in a reasonable amount of time; iv. Product parts are labeled, or otherwise identified, to facilitate separation by material content, and identification of any materials that may require special handling.	
<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	<p>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</p> <p>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.</p>	
PWGSC-ii	<p>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.</p>	
PWGSC-iii	<p>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.</p>	
<i>Low Emitting Furniture</i>		
7.6.1	<p>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.)</p>	
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

1. This limit does not apply to extruded aluminum.

2. 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.

3. The 100% post-consumer content requirement of the CPG for PET fabric is not replicated here.

*Note: Post consumer and total recycled percentages are expressed as weight percent of total material specified.*

**Individual Volatile Organic Chemical Concentration Limits**

Compound Name	Maximum Allowable Concentration (µg/m <sup>3</sup> )
---------------	--

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

## **PART 5 – CERTIFICATIONS**

Suppliers must provide the required certifications and associated information to be issued a Supply Arrangement (SA).

The certifications provided by suppliers to Canada are subject to verification by Canada at all times. Canada will declare an arrangement non-responsive, or will declare a contractor in default in carrying out any of its obligations under any resulting contract, if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority (SAA) will have the right to ask for additional information to verify Supplier's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Supply Arrangement Authority may render the arrangement non-responsive, or constitute a default under the Contract.

### **Certifications**

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

##### **1.1 Integrity Provisions - Associated Information**

By submitting an arrangement, the Supplier certifies that the Supplier and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Arrangement of Standard Instructions 2008. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

##### **1.2 Additional Certifications Required Precedent to Issuance of a Supply Arrangement**

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

##### **1.2.1 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.

### 1.2.2 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.

### 1.2.3 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: \_\_\_\_\_ ”

#### 1.2.4 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.

#### 1.2.5 Other Information

##### 1.2.5.1 Supplier Contacts & Official Language

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

A	<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>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):	
	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: _____	

### 1.2.5.2 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.

## 2. Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications with their arrangement. Suppliers must check the applicable box(es) below and submit with their arrangement.

## 2.1 **Product Conformance**

Suppliers must complete the certification(s) corresponding to the product Sub-categories offered in their Arrangement. Suppliers must check the applicable box(es) with their arrangement Refresh.

- 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 the Refresh Annex A.1.1 PD8 E document.
- 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 the Refresh A.1.2 GPD6 E document.

**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

## **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-8-2015) and Government Purchase Description - 6 (GPD-6-2015).

**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 (2015-07-03) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

3.1.1 Section 05- Modifications 2020 (2015-07-03) - 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 issuance of Refresh 2017. Prior to Refresh 2017 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.

- (c) Series and Models - Modification Opportunity

Under the Series and Models modification opportunity, if an existing Supplier chooses to modify (examples: delete and replace) series and/or models, the Supplier must advise the SAA in writing of the applicable change(s). All modifications must meet the requirement in accordance to the original Request for Supply Arrangement. This modification opportunity will be offered periodically and will coincide with the Ceiling Prices - Modification Opportunity.

## 4. Supply Arrangement Reporting

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, including those paid for by a Government of Canada Acquisition Card.

The Supplier must provide this data in accordance with the reporting requirements detailed in Annex E attached herein. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Supply Arrangement Authority.

The quarterly reporting periods are defined as follows:

1st quarter: Nov 2 to Jan 31;  
2nd quarter: Feb 1 to April 31;  
3rd quarter: May 1 to July 31; and  
4th quarter: Aug 1 to Oct 31.

The data must be submitted to the Supply Arrangement Authority no later than fifteen (15) calendar days after the end of the reporting period.

If the data is not supplied within the 15 days or in accordance with the instructions of the report then a letter will be sent to the Supplier. A 10 day grace period will be given to the Supplier once the letter has been sent, to send in or correct the report. If the Supplier fails to submit, before the end of the grace period, the report in accordance with the instructions, their supply arrangement may be set aside until the end of the next fiscal quarter.

AB encourages the submission of reports 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.

Stephanie Park  
Public Works and Government Services Canada  
Acquisitions Branch (AB)  
CAAMS/CCPD/Furniture Division  
11 Laurier St., 6B3  
Gatineau, Quebec  
K1A 0S5

Telephone: (613) 462-2647

E-mail address: [stephanie.park@pwgsc-tpsgc.gc.ca](mailto:stephanie.park@pwgsc-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

The Notice and a Request for Supply Arrangement is 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 wordings 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 (2015-07-03), 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**

The continuous compliance with the certifications provided by the Supplier in its arrangement and the ongoing cooperation in providing associated information are conditions of issuance of the Supply Arrangement (SA). Certifications are subject to verification by Canada during the entire period 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, fails to provide the associated information, 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 Supply Arrangement.

### **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 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.

A	<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>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.)

### 12.2.3 Payment by Credit Card (The SAA will add the information from the Supplier's arrangement.)

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.

## 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.

1. 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.

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

<b>Table 1</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

1. Table 2 below lists the Supplier's Work Coverage in Annex A.
2. 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.
3. The Supplier must present the information in Table 2 by region to enable the IUs to find contact information by region.
4. 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.

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 Annex A-1 are followed. The Supplier is to make the IUs aware of the presence and location of the marking and labelling information.

## **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 \$24,999.99.

**Tier 2:** Requirements with a TAV of \$25,000.00 or more up to \$400,000.00.

**Tier 3:** 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 applicable tax(es) (whichever is applicable).
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  $((\$1,521 + \$821 + \$801)/4 \text{ chairs})$ : \$786 for one chair

Step 3

$786 \times 50 \text{ chairs} = 39,300$

Step 4

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

Step 5

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

Step 6

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

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

Step 7

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

### **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 Tiers 2 and 3

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 Tier 2 and 3

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

#### **4. Bid Solicitations on a Tier Basis**

The RFB templates are comprised of two sections:

- 1) the first has solicitation provisions;
- 2) the second has contract provisions.

When issuing RFB documents, both sections are included and provide the bidders with advanced appreciation of the resulting contract provisions. When issuing the contract, the contract will have a "contract first page" and the completed second section that formed part of the RFB and winning bid. When conducting verbal solicitations, the second section may or may not be reviewed with the bidders. If not reviewed, the contract will be issued with the completed second section along with a first page denoted "You Are Requested". The winning bidder is not to undertake the contract until a signed and dated copy is returned to the IU.

#### **A. RFB (Bid Solicitation) Templates**

There are two categories of templates: Standard and Advanced.

Each category has templates that correspond to different Supplier Streams and sourcing circumstances.

Standard uses the most common price and payment terms and accommodates few variables for goods, security, quantities, locations and schedules.

Advanced accommodates more variables for pricing and payment, security, quantities.

- 1. Standard.
  - a. "Standard RFB - General Stream – Competitive-Version 1"
  - b. "Standard RFB - PSAB Stream – Competitive-Version 1"
  - c. "Standard RFB - General Stream – Single Conforming Supplier-Version 1"
  - d. "Standard RFB - PSAB Stream- Single Conforming Supplier-Version 1"

2. Advanced

- a. “Advanced RFB - General Stream – Competitive-Version 1”
- b. “Advanced RFB - PSAB Stream – Competitive-Version 1”
- c. “Advanced RFB - General Stream – Single Conforming Supplier-Version 1”
- d. “Advanced RFB - PSAB Stream - Single Conforming Supplier – Version 1”

B. First Page of the RFB Templates

The first page of each template is the form “PWGSC-TPSGC 9400-3 Bid Solicitation modified by Furniture Division (October 2014)”. IUs may use a different first page containing the following, as a minimum: a) RFB number; b) RFB date; c) name and signature of person authorized to sign on behalf of Supplier. (Note: the first page of the resulting contract may not be included with the RFB template document. It will be added at time of contract issue.)

For the solicitation, in the event of discrepancy between the terms on the first page and the terms in the subsequent pages, the terms of the subsequent pages have priority.

C. Please refer to Annex D, OS 6B/6C Addendum for the subsequent pages of the RFB Templates.

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

A. Resulting Contract Template

IUs will use any of the RFB templates listed above at 1.A. “RFB (Bid Solicitation) Templates”. AP may use an RFP instead of the RFB templates.

B. First Page of the Resulting Contract Templates

The first page of the resulting contract is the form “PWGSC-TPSGC 9400-4 Contract modified by Furniture Division (October 2014)”. IUs may use a different first page containing the following, as a minimum:

- a. Contract number;
- b. Contract date;
- c. Consignee code;
- d. A statement “Your Proposal is Accepted”, or, for solicitations that did not include the resulting contract clauses (e.g. verbal solicitation), the statement “You are Requested”; and
- e. name and signature of person authorized to sign on behalf of the IU.

The first page of the resulting contract may not be included with the RFB template document. It will be added at time of contract issue. For “You are Requested” contracts, the winning bidder must return a signed and dated version of the contract to the IU.

For the contract, in the event of discrepancy between the terms on the first page and the terms in the subsequent pages, the terms of the subsequent pages have priority.

C. Please refer to Annex D, OS 6B/6C Addendum for subsequent pages the Resulting Contract Templates.

## **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.

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

Annex A-1 is comprised of the following:

1. Purchase Description No.8-2015 Specifications for the sub-categories of Rotary Office Chair and Rotary Conference Chair.
2. Government Purchase Description No.GPD-6-2015: Specifications for the Sub-category of Side Chair.

## **Annex A1.1: Purchase Description No.8-2015**

### **Specifications - Covering Sub-Categories of Rotary Office & Conference Chairs**

#### **1.0 SCOPE**

1.1 Purchase Description No.8-2015 (PD-8-2015) details the technical and testing requirements that apply to rotary office and conference chairs to be purchased by the federal government. This PD-8-2015 is to be read in conjunction with the latest Canadian standards established for rotary office and conference chairs set out in the publication “CAN/CGSB-44.232 – Task Chairs for Office Environments” and “ANSI/BIFMA X5.1- General-Purpose Office Chairs – Tests”.

1.2 All products must be new.

#### **2.0 PUBLICATIONS AND TESTING REQUIREMENTS**

This purchase description must be read in conjunction with, and meet the latest publications and testing requirements in listed in this annex.

- 2.1. The Canadian General Standards Board CAN/CGSB-44.232 –Task Chairs for Office Environments.
- 2.2. The American National Standards Institute/Business and Institutional Furniture Manufacturer's Association, ANSI/BIFMA X5.1- General-Purpose Office Chairs – Tests.
- 2.3. The American National Standards Institute/Business and Institutional Furniture Manufacturer's Association ANSI/BIFMA X7.1 - Standard for Formaldehyde and TVOC Emissions of Low-emitting Office Furniture and Seating.
- 2.4. Association for Contract Textiles (ACT) ACT Voluntary Performance Guidelines for Upholstery.
- 2.5. American Society for Testing and Materials (ASTM) ASTM D 3574 - Standard Test Methods for Flexible Cellular Materials - Slab, Bonded, and Molded Urethane Foams.
- 2.6. 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.

- 2.7. Testing Reports: Test reports must not be more than five years old from the date the test was performed.
- 2.8. Revised Test Standard(s): Reference is made to the testing Standards listed within this annex and to the requirement that all products offered in the SA have successfully passed the referenced testing Standards. If the referenced test Standards change, the products must successfully pass the revised test Standard(s). Only the tests that have been revised must be performed, and, this testing must occur within nine months from the date of the revised test Standard(s).
- 2.9. Product Changes: When physical changes are made to products already tested against the above referenced test Standards, the changed product(s) must also be tested within nine months from the date of the product change. The applicable tests and the applicable test Standards will be those deemed by an Acceptable Test Facility.
- 2.10. For all test reports that are not specific to the products in this 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 in ANSI/BIFMA X5.1.
- 2.11. All chairs must be tested and meet the acceptance levels as described in ANSI/BIFMA X5.1 and ANSI/BIFMA X7.1 - Standard for Formaldehyde and TVOC Emissions of Low-emitting Office Furniture and Seating.
- 2.12. All tests must be completed by an acceptable test facility.
- 2.13. Foam testing is exempt.

### **3.0 PRIORITY OF DOCUMENTS**

3.1 In the event of discrepancy between this PD-8-2015 and the Applicable Publications at section 2.0, the following priority of documents apply:

- i) Purchase Description PD-8-2015
- ii) CAN/CGSB 44.232
- iii) ANSI/BIFMA X 5.1
- iv) All other publications referenced within ii) and iii)

### **4.0 TERMINOLOGY**

For the purpose of this PD-8- 2015 the following definitions apply:

- 4.1. Series: Is comprised of models of chairs that have structural relationships and like construction.
- 4.2. Breathable Material: Any knit, woven, or knotted material of open texture (example: mesh).

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- 4.3. 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.
- 4.4. Recyclable: A component, which after its intended use, can be recovered or reprocessed and diverted from the solid waste stream.
- 4.5. Acceptable Test Facility: An acceptable test facility is defined as a laboratory that is accredited by a nationally recognized body such as the Standards Council of Canada or the A2LA (American Association for Laboratory Accreditation), or is listed in the Canadian General Standards Board (CGSB) Laboratory Acceptance Program for the applicable scope of testing requested.
- 4.6. CFC is defined as a Chlorofluoro Carbon.
- 4.7. PBDE is defined as Poly-brominated Diphenyl Ethers.
- 4.8. Tilt Mechanism: A tilt mechanism is a device, which enables the seat and backrest to deviate from a horizontal and/or vertical position.
- 4.9. Rotary Office Chair: Suitable for end users who perform long-term, dedicated and/or multiple operations and sometimes repetitive functions.
- 4.10. Rotary Conference Chair: Suitable for end users who perform short-term operation with minimal task effort such as meetings.
- 4.11. Tilt Concurrently: The seat and backrest tilt at the same time in a simultaneous movement, with the seat in a ratio greater than 1:1. (Example: Synchro-tilt).
- 4.12. Tilt in Unison: Seat and backrest tilt in unison at a ratio of 1:1. (Example: Knee-tilt)
- 4.13. Tilt Independently: Seat angle and back angle adjustment to be adjustable independently of each other (Example: Multi-tilt).
- 4.14. For the purpose of categorizing backrest height the following applies:
- 4.14.1 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.
- 4.14.2 High Back: The top of the backrest must not be less than 525mm (20.6 in.). Note: (This article is not listed in CAN/CGSB 44.232.-2008.)

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## 5.0 GENERAL FEATURES

- 5.1 Chair back heights must be a Standard Back or High Back.
- 5.2 Tilt mechanisms, must tilt concurrently or tilt in unison or be independently.
- 5.3 Arm rests must be fixed, or height and width adjustable, and a “T” arm or height and width and swivel adjustable and a “T” arm.
- 5.4 Seat backrest must be lockable in the set-up position or at multiple positions.
- 5.5 Seat depth to be fixed or adjustable, and must meet the CAN/CGSB 232. 2008-6.3.1.
- 5.6 The seat pan angle must be fixed and/or user adjustable independently of the backrest.
- 5.7 The seat height adjustment must be standard range.
- 5.8 Lumbar support must be fixed and /or adjustable.
- 5.9 The backrest to seat angle must be fixed and /or adjustable.
- 5.10 The headrest is optional, if provided it must be fixed and/or removable to the back of chairs.
- 5.11 Upholstering - The seat and back must be upholstered in fabric or breathable material or both fabric and breathable material.

### 5.11.1 Fabric

- 5.11.1.1 Must be manufactured from 100% recycled material or from other environmentally appropriate materials.
- 5.11.1.2 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 .
- 5.11.1.3 Must meet the requirements and acceptance levels with the standards cited in the Association for Contract Textiles (ACT) Volunteer Performance Guidelines.

### 5.11.2 Breathable Material

- 5.11.2.1 Must have been tested and meet the requirements and acceptance levels of the Association for Contract Textiles (ACT) Voluntary Performance Guidelines. Fabric must meet the heavy duty rating for abrasion testing.

5.12 Casters must be for hard and/or carpeted surfaces and at no additional charge to Canada.

## **6.0 ENVIRONMENTAL REQUIREMENTS**

### **6.1 Resource Input**

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

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

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

### **6.2 Product Design**

6.2.1 Replacement components must be available to replace broken pieces during the Warranty period.

### **6.3 General**

#### **6.3.1 Solid Waste Diversion Program**

6.3.1.1 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.

#### **6.3.2 Products Free from CFCs and PBDEs**

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

#### **6.3.3 Hazardous and Toxic Material Management System**

6.3.3.1 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.

#### **6.3.4 Corrugated Packaging**



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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.

6.3.5 Furniture emissions must 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.

6.3.6. Upon request the Supplier or Manufacture must submit within ten business days all Material Safety Data Sheets (MSDS) which must identify and assess reportable chemicals as defined by Occupational Safety and Health Administration (OSHA) 29 Code of Federal Regulations (CFR) 1910.1200.

## **7 PREPARATION FOR DELIVERY**

7.1 In addition to the marking requirement stated in clause 8.2 of CAN/CGSB-44.232-the chairs must be permanently and legibly marked on the under surface of the seat with:

- The contract number; and
- The date of manufacture

7.2 Preparation for delivery must conform to normal commercial practice.

## **8.0 MAINTENANCE**

8.1 Upon request the Supplier or Manufacture must submit in ten business days in both official languages at no additional cost to Canada, the instructions for recommended repair and maintenance procedures must be available for all products.

## **Annex A-1.2:**

### **Government Purchase Description - GPD-6-2015 Specifications for Side Chair**

#### **1.0 SCOPE**

- 1.1 Government Purchase Description No. 6-2015 (GPD-6-2015) details the technical and testing requirements that apply to metal frame side chairs to be purchased by the federal government.
- 1.2 This GDP-6 is to be read in conjunction with the latest ANSI/BIFMA X5.1- General-Purpose Office Chairs - Tests.
- 1.3 All products must be new.

#### **2.0 PUBLICATIONS AND TESTING REQUIREMENTS**

- 2.1 This purchase description must be read in conjunction with, and meet the latest publications and testing requirements listed in this annex.
- 2.2 The American National Standards Institute/Business and Institutional Furniture Manufacturer's Association, ANSI/BIFMA X5.1- General-Purpose Office Chairs – Tests.
- 2.3 Association for Contract Textiles (ACT), ACT Voluntary Performance Guidelines for Upholstery.
- 2.4 American Society for Testing and Materials (ASTM) ASTM D 3574 - Standard Test Methods for Flexible Cellular Materials - Slab, Bonded, and Molded Urethane Foams.
- 2.5 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.
- 2.6 Testing Reports: Test reports must not be more than five years old from the date the test was performed.
- 2.7 Revised Test Standard(s): Reference is made to the testing Standards listed within this annex and to the requirement that all products offered in the SA have successfully passed the referenced testing Standards. If the referenced test Standards change, the products must successfully pass the revised test Standard(s). Only the tests that have been revised must be performed, and, this testing must occur within nine months from the date of the revised test Standard(s).

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- 2.8 Product Changes: When physical changes are made to products already tested against the above referenced test Standards, the changed product(s) must also be tested within nine months from the date of the product change. The applicable tests and the applicable test Standards will be those deemed by an Acceptable Test Facility.
- 2.9 For all test reports that are not specific to the products in this 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 in ANSI/BIFMA X5.1
- 2.10 All chairs must be tested and meet the acceptance levels as described in ANSI/BIFMA X5.1 and ANSI/BIFMA X7.1 - Standard for Formaldehyde and TVOC Emissions of Low-emitting Office Furniture and Seating.
- 2.11 All tests must be completed by an acceptable test facility.
- 2.12 Foam testing is exempt.

### **3.0 PRIORITY OF DOCUMENTS**

- 3.1 In the event of discrepancy between this GPD-8-2015 and the Applicable Publications at section 2.0, the following priority of documents apply:
- v) Government Purchase Description GPD-6-2015;
  - vi) ANSI/BIFMA X 5.1;
  - vii) All other publications referenced within ii) and iii).

### **4.0 TERMINOLOGY**

For the purpose of this GPD-6-2015 the following definitions apply:

- 4.1 Series: Is comprised of models of chairs which have structural relationships and like construction.
- 4.2 Armrest: A component of a chair intended to provide support to the occupant's forearm.
- 4.3 Armrest Clearance: The horizontal distance at the widest point of the armrest that falls within the armrest zone.
- 4.4 Backrest Width: The horizontal distance between the outside edges of the backrest at its widest point.
- 4.5 Seat Width: The horizontal distance between the outside edges of the seat, at the geometric center.

- 4.6 **Breathable Material:** Any knit, woven, or knotted material of open texture (example: mesh).
- 4.7 **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.
- 4.8 **Recyclable:** A component, which after its intended use, can be recovered or reprocessed and diverted from the solid waste stream.
- 4.9 **Acceptable Test Facility:** An acceptable test facility is defined as a laboratory that is accredited by a nationally recognized body such as the Standards Council of Canada or the A2LA (American Association for Laboratory Accreditation), or is listed in the Canadian General Standards Board (CGSB) Laboratory Acceptance Program for the applicable scope of testing requested.
- 4.10 **CFC** is defined as a Chlorofluoro Carbon.
- 4.11 **PBDE** is defined as Poly-brominated Diphenyl Ethers.

## **5. GENERAL FEATURES**

All metal frame side chairs must have the following:

- 5.1 Chairs must be with or without arms, a backrest, a fixed seat height, and be either stacking or not stacking.
- 5.2 Finished chairs must be uniform in quality, clean and free from any defects that may affect appearance and serviceability.
- 5.3 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.
- 5.4 Dimensional requirements - the following dimensional requirements apply:
  - 5.4.1 **Seat Width:** The seat cushion must not be less than 400 mm (15.7 in.) wide.
  - 5.4.2 **Backrest Width:** The backrest cushion must have a minimum width of 350 mm (13.8 in).
  - 5.4.3 **Armrest Clearance:** The clearance must be not less than 450 mm (17.7 in.).
- 5.5 **Seat Waterfall:** The front edge of the seat must be curved downward.

5.6 Upholstering: All chairs must be upholstered in either fabric or breathable material.

5.6.1 Seats cushion and upholstered must be in either fabric or breathable material and must be from 100% recycled material or from other environmentally appropriate materials

5.7 Fabric

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

5.7.2 Must be tested and meet the acceptance levels of the heavy duty rating for abrasion testing, as stated in Association for Contract Textiles (ACT), ACT Voluntary Performance Guidelines.

5.7.3 Breathable Material

5.7.3.1 Fabric must be tested and meet the acceptance levels of the heavy duty rating for abrasion testing, as stated in Association for Contract Textiles (ACT), ACT Voluntary Performance Guidelines.

5.8 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 so positioned as not to be obviously visible. The bottom of the seat must be finished without exposed edges.

5.9 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.

## 6.0 ENVIRONMENTAL REQUIREMENTS

6.1 Resource Input

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

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

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

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## 6.2 Product Design

- 6.2.1 Replacement components must be available to replace broken pieces during the Warranty period.

## 6.3 General

### 6.3.1 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.

### 6.3.2 Products Free from CFCs and PBDEs

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

### 6.3.3 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.

### 6.3.4 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.

- 6.3.5 Furniture emissions must 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.)

- 6.3.6 Upon request the Supplier or Manufacture must submit within ten business days all Material Safety Data Sheets (MSDS) which must identify and assess reportable chemicals as defined by Occupational Safety and Health Administration (OSHA) 29 Code of Federal Regulations (CFR) 1910.1200

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## **7.0 PREPARATION FOR DELIVERY**

- 7.1 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
  - The contract number; and
  - The date of manufacture
- 7.2 Labelling: When the textile labelling legislation of the federal and/or provincial governments applies to textile component parts of chairs, Suppliers of this government purchase description must ensure that they are in compliance with the requirements of the legislations.
- 7.3 Preparation for delivery must conform to normal commercial practice.

## **8.0 MAINTENANCE**

- 8.1 Upon request the Supplier or Manufacture must submit in ten business days in both official languages at no additional cost to Canada, the Instructions for recommended repair and maintenance procedures must be available for all products.

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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 applicable tax(es).

B.3 SACC Manual Clause C3011T (2013-11-06) - Exchange Rate Fluctuation applies to all pricing.



## **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. Applicable tax(es) 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. Applicable tax(es) 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. Applicable tax(es) is extra, if applicable.

C.4.4 Applicable tax(es): 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.

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 (2013-11-06) - Exchange Rate Fluctuation applies to all pricing.

**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).

## **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).

Solicitation No. - N° de l'invitation

E60PQ-120001/E

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 D**  
OS 6B/6C Addendum

SA Holder Company Name:		Chair Series Name and Model #s : / Série nom et le modèle # des fauteuils:																					
				Rotary Office Chair / Fauteuil de bureau																Rotary Conference Chair / Fa			
Category: Materials / Catégorie: Matériaux																							
Materials prerequisite / Exigences préalables relatives aux matériaux																							
5.1		<p>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.</p> <p>Le fabricant du produit a mis en place un programme de conception écologique qui comprend la gamme présentée. Le programme doit comporter au moins les éléments suivants : utilisation de matériaux renouvelables, utilisation de matériaux recyclés, utilisation de matériaux recyclables et biodegradables, gestion de la fin de vie, gestion de l'eau et efficacité énergétique.</p>																					
Life Cycle Assessment / Évaluation du cycle de vie																							
5.3.1		<p>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.</p> <p>Le cadre d'évaluation du cycle de vie (ECV) est incorporé à la conception du produit par la mise en application des deux premiers de quatre composants de l'ECV tirés des normes ISO 14040 et ISO 14044. Les deux premiers composants sont : 1) la définition des objectifs et du champ d'études et 2) l'inventaire du cycle de vie.</p>																					
Bio-based Renewable Materials - Sustainable Wood / Matières écologiques renouvelables - bois durable																							
In order to qualify for this criterion, the product must contain at least 5% wood by weight. / Seuls sont qualifiés pour ce critère les produits constitués d'au moins 5 % (en poids) de bois.																							
5.6.1		<p>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) ).</p> <p>Au moins 20 % du poids total du bois utilisé dans la fabrication du produit provient d'une forêt certifiée dans le cadre du Program for the Endorsement of Forest Certification (PEFC) (p. ex. le Forest Stewardship Council (FSC), la Sustainable Forestry Initiative (SFI) et l'Association canadienne de normalisation (CSA) ).</p>																					
5.7.2		<p>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)</p> <p>Le contenu du produit en matières récupérées dépasse d'au moins 20 % les niveaux prescrits dans les exigences relatives au contenu en matières récupérées énoncées dans le tableau 1, pour chaque catégorie de matière qui se rapporte au produit (voir le tableau 1 ci-dessous).</p>																					
Extended Product Responsibility / Responsabilité élargie en ce qui a trait à la conception du produit																							
		<p>The product is designed for durability and/or upgradability. 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.</p>																					



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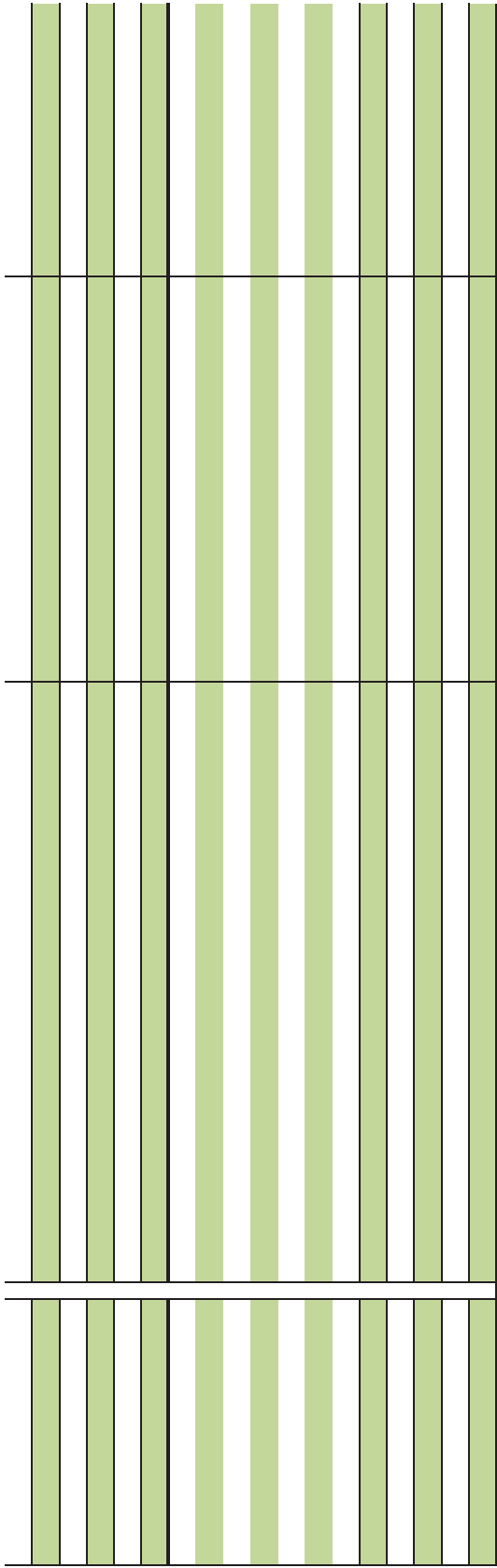


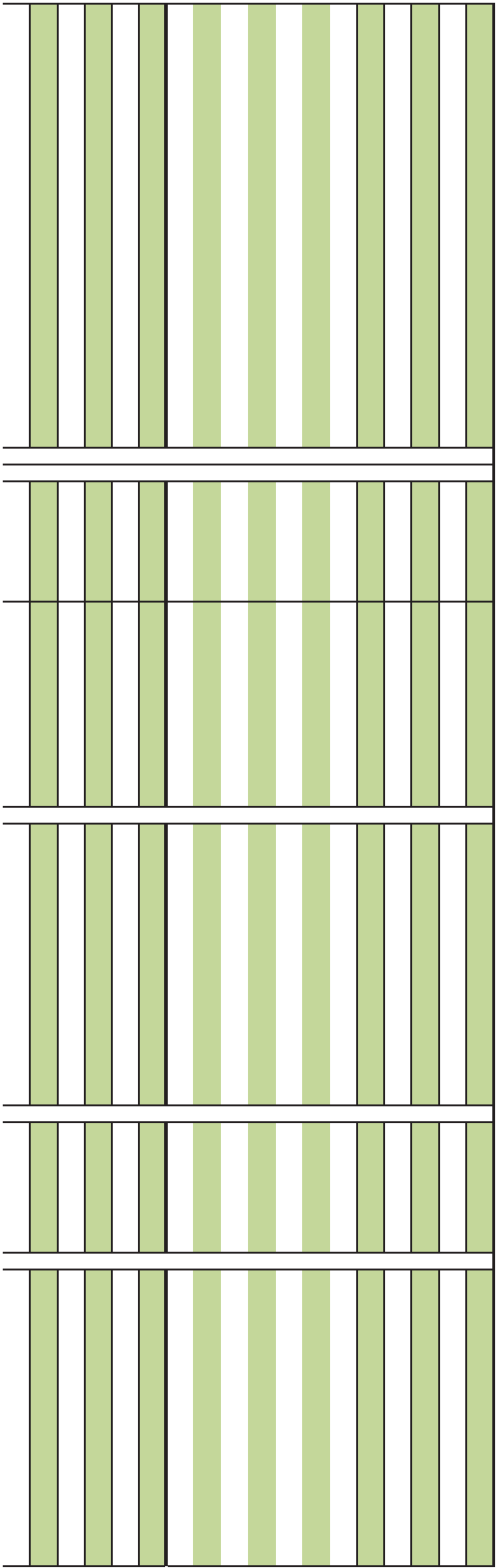
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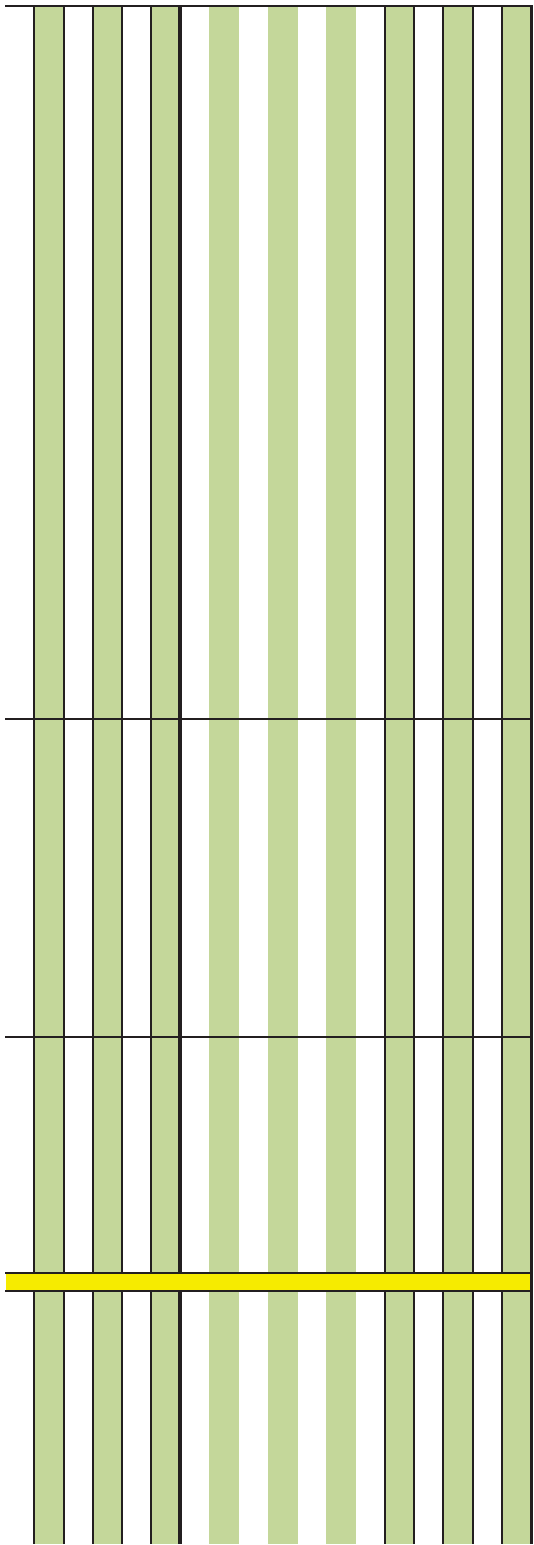


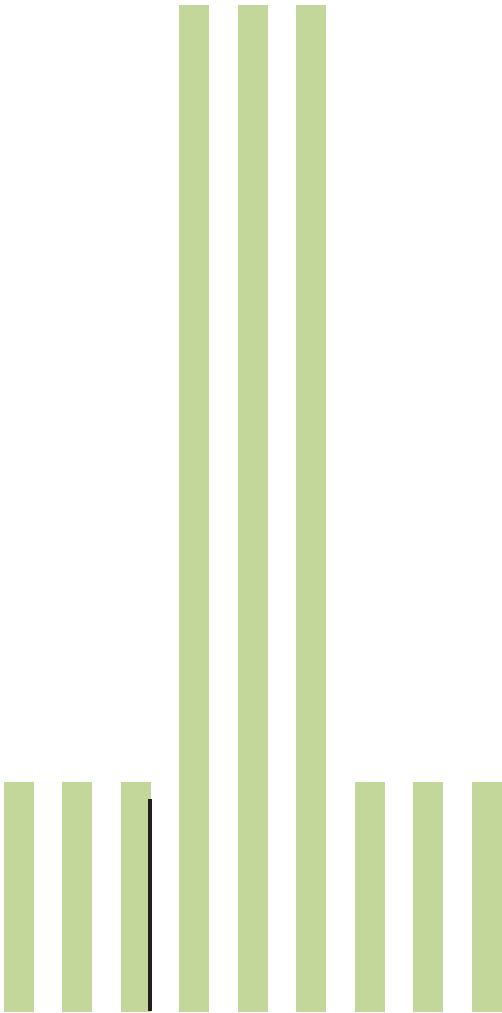
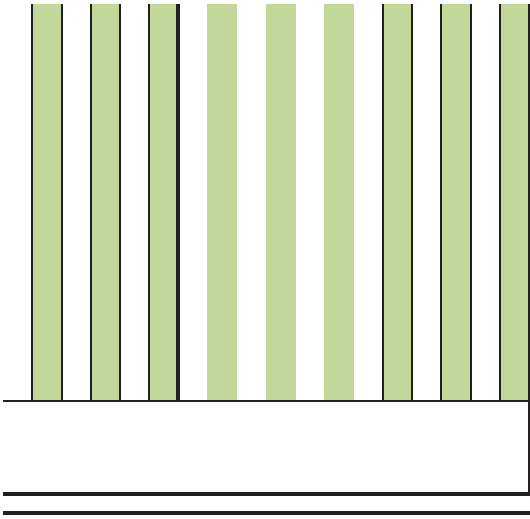


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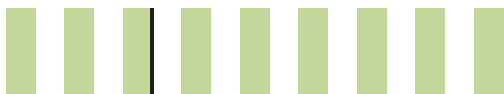












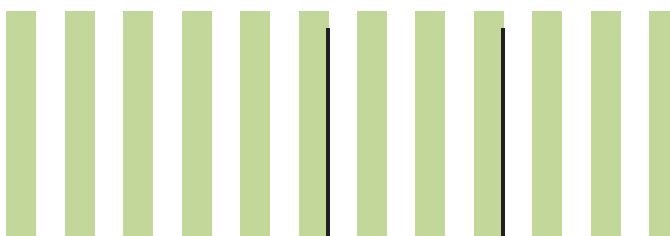
SA Holder Company Name:		Chair Series Name and Model #s : / Série nom et le modèle # des fauteuils:																					
				Rotary Office Chair / Fauteuil de bureau										Rotary Conference Chair / Fauteuil de conférence pivotant					Side Chair / Fauteuil de visiteur				
Category: Materials / Catégorie: Matériaux																							
Materials prerequisite / Exigences préalables relatives aux matériaux																							
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.																					
		Le fabricant du produit a mis en place un programme de conception écologique qui comprend la gamme présentée. Le programme doit comporter au moins les éléments suivants : utilisation de matériaux renouvelables, utilisation de matériaux recyclés, utilisation de matériaux recyclables et biodégradables, gestion de la fin de vie, gestion de l'eau et efficacité énergétique.																					
Life Cycle Assessment / Évaluation du cycle de vie																							
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.																					
		Le cadre d'évaluation du cycle de vie (ECV) est incorporé à la conception du produit par la mise en application des deux premiers de quatre composants de l'ECV tirés des normes ISO 14040 et ISO 14044. Les deux premiers composants sont : 1) la définition des objectifs et du champ d'études et 2) l'inventaire du cycle de vie.																					
Bio-based Renewable Materials - Sustainable Wood / Matières écologiques renouvelables - bois durable																							
In order to qualify for this criterion, the product must contain at least 5% wood by weight. / Seuls sont qualifiés pour ce critère les produits constitués d'au moins 5 % (en poids) de bois.																							
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) ).																					
		Au moins 20 % du poids total du bois utilisé dans la fabrication du produit provient d'une forêt certifiée dans le cadre du Program for the Endorsement of Forest Certification (PEFC) (p. ex. le Forest Stewardship Council (FSC), la Sustainable Forestry Initiative (SFI) et l'Association canadienne de normalisation (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)																					
		Le contenu du produit en matières récupérées dépasse d'au moins 20 % les niveaux prescrits dans les exigences relatives au contenu en matières récupérées énoncées dans le tableau 1, pour chaque catégorie de matière qui se rapporte au produit (voir le tableau 1 ci-dessous).																					
Extended Product Responsibility / Responsabilité élargie en ce qui a trait à la conception du produit																							
		The product is designed for durability and/or upgradability. 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.																					



[illegible]

[illegible]

7.6.1	<p>Les produits offerts doivent aider à obtenir des points pour des crédits LEED – Canada CI (aménagement intérieur d'immeubles commerciaux), dans les catégories suivantes :</p> <p>Matériaux et ressources</p> <p>Crédit 4.1 Contenu recyclé, 10 %</p> <p>Crédit 4.2 Contenu recyclé, 20 %</p> <p>Crédit 6 Matériaux rapidement renouvelables.</p> <p>Qualité de l'environnement intérieur</p> <p>Crédit 4.1 Matériaux à faibles émissions, adhésifs et produits d'étanchéité</p> <p>Crédit 4.2 Matériaux à faibles émissions, peintures et revêtements</p>																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			</
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Part 4 - Attachment 2 - Products and Pricing												
Supply Arrangement number:												
Basic Features		Headrest	Backrest Height	Lumbar Support	Armrests	Seat Depth	Seat and Backrest Locks	Tilt Mechanism	Upholstering	Green Chair Recognition	Canadian Content	Ceiling Price
Attributes		Not-Included	Standard Back, Top not less than 450mm (17.7 in.)	Fixed Lumbar Support Height: 150mm (5.9 in.) to 250mm (9.8 in.)	Fixed Armrest Height: 20cm (7.9 in.) to 25cm (9.8 in.); Adj. Armrest Height: 178mm (6.9 in) to 274mm (10.8 in); Armrest Width Adjustment: Minimum angle of 50mm (2 in.) including a clearance between armrests of 450mm (17.7 in); Armrest Swivel Adjustment: Minimum of 20° inwards and a minimum of 10° outwards.	Medium Fixed Depth: 420mm (16.5 in) to 480mm (18.1 in)	Lockable in Setup Position	Concurrently Preset ratio >1:1	Dual Fabric	Yes	Yes	
		Fixed	High Back	Adjustable	Height/Width Adjustable "T" Arm	Medium Fixed	Lockable or Stoppable in Multiple Positions	Unison	Dual Breathable Material	No	No	
		Removable			Height/Width/Swivel Adjustable "T" Arm			Independently	Seat Breathable Material/Back Fabric			
									Back Breathable Material/Seat Fabric			
General Stream												
Rotary Office Chair												
Series	Model											



## Part 4 - Attachment 2 - Products and Pricing

[illegible]

## Part 4 - Attachment 2 - Products and Pricing

Supply Arrangement number:

[illegible]



## GENERAL STREAM ROTARY CHAIRS

[illegible]

GENERAL STREAM SIDE CHAIRS

SA Tender Company Name: _____ SA #: _____		Chair Type	Base Style 1) Four Legs 2) Cantilever 3) Legs	Armrests 1) With Arms 2) Without Arms	Stacking Capability 1) Stacking 2) Non-Stacking	Upholstery 1) Dual Fabric 2) Dual Fabric Material 3) Seat Breathable Material/Back Fabric 4) Back Breathable Material/Seat Fabric	Environmental 1. Yes 2. No (mandatory only if recognition is desired)	Ceiling Price	Manufacturer's name	Series	Model	Picture of chair	Link to SA information on Supplier Website
		Chair Type	Base Style	Armrests	Stacking Capability	Upholstery	OPTIONAL Field Green Chair Recognition	Ceiling Price	Manufacturer's Name	Series Name	Model #	OPTIONAL Field Picture of Chair/Specification sheet	OPTIONAL Field Supplier Website
1		Side						\$1.00					
2		Side						\$1.00					
3		Side						\$1.00					
4		Side						\$1.00					
5		Side						\$1.00					
6		Side						\$1.00					



## PSAB STREAM ROTARY CHAIRS

[illegible]

PSAB STREAM SIDE CHAIRS

SA Tender Company Name _____ SA # _____	Chair Type	Base Style 1) Four Legs 2) Cantilever 3) Legs	Armrests 1) With Arms 2) Without Arms	Stacking Capability 1) Stacking 2) Non-Stacking	Upholstery 1) Dual Fabric 2) Dual Removable Material 3) Dual Removable Material/Seat Fabric 4) Black Removable Material/Seat Fabric	Environment  OPTIONAL Field	Cantilever Content This option is only available for designated distributors	Casting Price	Manufacturer's Name	Series	Model	Picture of Chair/Specification sheet	Link to SA information on Supplier Website
						OPTIONAL Field	OPTIONAL Field	Casting Price	Manufacturer's Name	Series Name	Model #	Optional Field	OPTIONAL Field
1	Side		Armrests	Stacking Capability	Upholstery	Green Chair Recognition	Cantilever Content	\$5.00				Picture of Chair/Specification sheet	Supplier Website
2	Side							\$5.00					
3	Side							\$5.00					
4	Side							\$5.00					
5	Side							\$5.00					
6	Side							\$5.00					
7	Side							\$5.00					
8	Side							\$5.00					
9	Side							\$5.00					
10	Side							\$5.00					
11	Side							\$5.00					
12	Side							\$5.00					