

Solicitation No. - N° de l'invitation
E60PQ-120001/G
Client Ref. No. - N° de réf. du client
E60PQ-120001/G

Amd. No. - N° de la modif.
File No. - N° du dossier
pq993 E60PQ-120001/G

Buyer ID - Id de l'acheteur
pq993
CCC No./N° CCC - FMS No./N° VME

**Request For Supply Arrangement (RFSA)
For Office Seating Supply Arrangement
E60PQ-120001/G**

2019 - English

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PART 1 - GENERAL INFORMATION

1.1 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 and Additional Information: includes the certifications and additional 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:

- Annex A requirement,
- Annex A-1 Purchase Description for Office Seating
- Annex A-1.1 Purchase Description No 8-2017
- Annex A-1.2 Government Purchase Description – GDP-6-2017 Specifications for Side Chair
- Annex B Products & Price List
- Annex C Green Chair Recognition Environmental Record for Green Office Seating
- Annex D Work Coverage
- Annex E Office Seating Terms and Conditions Manual (OSTCM)
- Annex F Bid Solicitation/ Request for BID (RFB) and Resulting Contract Template
- Annex F-1
- Annex F-2
- Annex G Supply Arrangement Reporting Template
- Annex H Pre-Qualified Suppliers/ Additional of Product Form

The Attachments include

- Attachment 1 to Part 4 – Mandatory Technical and Financial Criteria,
- Attachment 2 to Part 4 – Work Coverage,
- Attachment 3 to Part 4 – Product and Ceiling Price List,
- Attachment 1 to Part 5 - Green Chair Recognition Environmental Record for Green Office Seating
- Attachment 1 to Annex B Product and Ceiling Price List

1.2 Summary

1.2.1 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.

1.2.2 Office Seating (OS) is comprised of the following three sub-categories:
1. Rotary Office Chair;
2. Rotary Conference Chair; and
3. Side Chair.

The Request for Supply Arrangements (RFSA) is to establish supply arrangements for the delivery of the requirement detailed in the RFSA to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting supply arrangements.

1.2.3 The RFSA covers two procurement streams:

General Stream: General Suppliers must be able to provide the goods and services across Canada (nationally), except where Comprehensive Land Claim Agreements apply.

General Suppliers may offer:

- i. up to 50 Chairs in the Rotary Office Chair sub-category;
- ii. up to 24 Chairs in the Rotary Conference Chair sub-category; and
- iii. up to 24 chairs for the Side Chair sub-category.

Only one arrangement containing any combination of i, ii, and iii above may be submitted per Supplier.

PSAB Stream: PSAB Suppliers must be able to provide the goods and services either across Canada (nationally) or across one region of Canada, except where Comprehensive Land Claim Agreements apply.

PSAB Suppliers may offer:

- i. up to 50 Chairs in the Rotary Office Chair sub-category;
- ii. up to 24 Chairs in the Rotary Conference Chair sub-category; and
- iii. up to 24 chairs for the Side Chair sub-category.

Only one arrangement containing any combination of i, ii, and iii, above may be submitted per Supplier.

1.2.4 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.

1.2.5 Trade Agreements

a. 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 Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement, the Canada- Columbia Free Trade Agreement, the Canada-Peru Free Trade Agreement and Canada-European Union Comprehensive Economic and Trade Agreement (CETA).

b. For the PSAB Stream:

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to [Annex 9.4](#) of the Supply Manual..

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

1.2.6 This RFSA allows suppliers to use the epost Connect service provided by Canada Post Corporation to transmit their arrangement electronically. Suppliers must refer to Part 2 of the RFSA entitled Supplier Instructions and Part 3 of the RFSA entitled Arrangement Preparation Instructions for further information on using this method.

1.3 Security Requirements

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.

1.4 Canadian Content

For the PSAB stream only:

The goods and/or services covered by the Supply Arrangement may be limited to Canadian goods and services as defined in clause [A3050T](#).

SACC Manual clause [A3050T](#) (2018-12-06) Canadian Content Definition

In order for PSAB suppliers to bid a product 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.

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1.5 Debriefings

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 within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing or by telephone.

1.6 Use of an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Supply Arrangement that is issued under this solicitation, refer to 6.12 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - SUPPLIER INSTRUCTIONS

2.1 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) (<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](#) (2019-03-04) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Section 5 entitled Submission of arrangements of [2008](#), Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

At subsection 4

Delete: sixty (60) days

Insert: two hundred and forty (240) days

Section 8, entitled Transmission by facsimile or by epost Connect of [2008](#), Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows

Delete:

1. Facsimile

- a. Unless specified otherwise in the RFSA, arrangements may be submitted by facsimile.
 - i. PWGSC, National Capital Region: The only acceptable facsimile number for responses to RFSA's issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the RFSA.
 - ii. PWGSC regional offices: The facsimile number for responses to RFSA's issued by PWGSC regional offices is identified in the RFSA.
- b. For arrangements transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed arrangement including, but not limited to, the following:
 - i. receipt of garbled, corrupted or incomplete arrangement;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the arrangement;
 - v. failure of the Supplier to properly identify the arrangement;
 - vi. illegibility of the arrangement; or
 - vii. security of arrangement data.
- c. An arrangement transmitted by facsimile will constitute the formal arrangement of the Supplier and must be submitted in accordance with section 05.

Insert:

1. Facsimile

- a. Bids received by facsimile will not be accepted.

At subsection 2

Delete:

- h. The Bid Receiving Unit will send an acknowledgement of the receipt of arrangement document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of arrangement document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Suppliers must ensure that that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.

Insert:

- h. The Bid Receiving Unit will send an acknowledgement of the receipt of arrangement document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of arrangement document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Suppliers must ensure that that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.

2.2 Submission of Arrangements

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

Note: For suppliers choosing to submit using epost Connect for arrangements closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Arrangements will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2008](#), or to send arrangements through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Due to the nature of the Request for Supply Arrangements, transmission of arrangements by facsimile to PWGSC will not be accepted.

2.3 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](#).

2.4 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 [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

2.5 Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority.

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 question(s) or may request that Suppliers do so, so that the proprietary nature of the question(s) 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.

2.6 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.

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

3.1 Arrangement Preparation Instructions

- If the Supplier chooses to submit its arrangement electronically, Canada requests that the Supplier submits its arrangement in accordance with section 08 of the 2008 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The arrangement must be gathered per section and separated as follows:

Section I: Technical Arrangement
Section II: Financial Arrangement
Section III: Certifications
Section IV: Additional Information

- If the Supplier chooses to submit its arrangement in hard copies, Canada requests that the Supplier submits its arrangement in separately bound sections as follows:

Section I: Technical Arrangement (1 hard copy and 1 soft copy on CD or DVD)

Section II: Financial Arrangement (1 hard copy and 1 soft copy on CD or DVD)

Section III: Certifications (1 hard copy and 1 soft copy on CD or DVD)

Section IV: Additional Information (1 hard copy and 1 soft copy on CD or DVD)

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

- If the Supplier is simultaneously providing copies of its arrangement using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Due to the nature of the RFSA, arrangements transmitted by facsimile will not be accepted

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

Canada requests that suppliers follow the format instructions described below in the preparation of hard copy of their arrangement:

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

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, suppliers should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Arrangement

In the technical arrangement, Suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Arrangement

Suppliers must submit the financial arrangement in accordance with Part 4, 4.1.2 Financial Evaluation.

Electronic Processing of Product and Ceiling Price Template

Product and Ceiling Price List Template will be processed by PWGSC using electronic automation. As such, Suppliers must not change the format or rename the Product and Ceiling Price List Template in any way. At the time of evaluation, if the Supplier's Product and Ceiling Price list Template has been reformatted or renamed in a way that prevents automated processing, the arrangement may be found non-responsive.

Section III: Certifications

Suppliers must submit the certifications required under Part 5.

Section IV: Additional Information

Suppliers must submit additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

See Attachment 1 to Part 4 Mandatory Technical Criteria and Financial Criteria

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

See Attachment 1 to Part 4 Mandatory Technical Criteria and Financial Criteria

4.2 Basis of Selection

- a) An arrangement must comply with the requirements of the RFSA and meet all mandatory technical, management and financial evaluation criteria to be declared responsive.
- b) Responsive arrangements will be determined and recommended for issuance of a Supply Arrangement.
- c) No Supplier will be issued more than one Supply Arrangement per stream.

Attachment 1 to Part 4 – Mandatory Technical and Financial Criteria

4.2 Technical Evaluation

4.2.1 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.

Mandatory Technical Criteria (MTC)		
Criteria #		MET/ NOT MET
MTC 1.1	<p><u>Describe offered chairs</u> The Supplier must describe each chair being offered by completing and submitting Attachment 3 to Part 4 – Product and Ceiling Price List as per the instructions contained in Attachment 3.</p> <p>Suppliers may offer multiple Series under one (1) Manufacturer. No more than one Attachment 3 to Part 4 – Product and Ceiling Price List per sub-category will be accepted.</p> <p>To demonstrate compliance, the Supplier must complete and submit the Attachment 3 to Part 4 – Product and Ceiling Price List by: 1. Adding Manufacturer name in Manufacturer column for each product offered; 2. For PSAB only, indicate in the Canadian Content column each product meeting the Canadian Content Certification. 3. Green Chair: if applicable, indicate in the Green Chair column each product meeting the Green Chair Recognition. Additional information required under Attachment 1 to Part 5.</p> <p>The Supplier must complete Attachment 3 to Part 4 – Product and Ceiling Price List and submit it with their arrangement in a Microsoft Excel compatible format (.xlsx or .xls) on CD, DVD or electronically (ePost Connect Service). Any media submitted must be readable by the SAA.</p>	
MTC 2	Authorized Dealer	
MTC 2.1	<p>If the Supplier is not the manufacturer of the chairs offered but is submitting an arrangement offering the chairs of a manufacturer(s), the Supplier must:</p> <ol style="list-style-type: none"> i. be an authorized dealer of the manufacturer(s) for the chairs offered; ii. submit a letter of authorization from each manufacturer whose products are being offered. The letter must: <ol style="list-style-type: none"> a. be an original version signed by the manufacturer and be under the letterhead of the manufacturer; b. list the chair(s) Series name offered; c. list the model number offered; and d. confirm that the Supplier is in fact an authorized dealer for 	

the chair(s) specified in the letter.	
MTC 3	Work Coverage
MTC 3.1	<p><u>Work Coverage – National (across Canada excluding areas subject to the Comprehensive Land Claims Agreement(s) (CLCAs))</u> This criterion applies to</p> <ul style="list-style-type: none"> i. PSAB Suppliers who are offering National Coverage only; and ii. all General Suppliers. <p>For all chairs offered, the Supplier must perform the Work in all regions listed in Table 1 in section 13.1-N National Coverage of Part 6A. To demonstrate compliance, the Supplier must complete and submit Attachment 2 to Part 4 –Work Coverage. These completed tables must be provided in Microsoft Word file extension .docx</p> <p>The soft copy must be editable by the Supply Arrangement Authority (SAA). Failure to provide an editable soft copy will render the arrangement non-responsive</p>
MTC 3.2	<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>For all chairs offered, the Supplier must perform the Work in all the region(s) identified by the Supplier in Table 1 section 13.1-R Regional Coverage of Part 6A. To demonstrate compliance, the Supplier must complete and submit Attachment 2 to Part 4 –Work Coverage. These completed tables must be provided in Microsoft Word file extension .docx.</p> <p>The soft copy must be editable by the Supply Arrangement Authority (SAA). Failure to provide an editable soft copy will render the arrangement non-responsive</p>

4.3 Financial Evaluation

4.3.1 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.

Mandatory Financial Criteria (MFC)		
Criteria #		MET / NOT MET
MFC1	<p>MFC 1.1 The supplier must offer a unit ceiling price for each product offered in the Product and Ceiling Price List at Attachment 2 to Part 4. Each ceiling unit price must comply with the following:</p>	

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	<ul style="list-style-type: none">a. be in Canadian funds;b. be valid for the period listed in Part 6A, article 3.1.1.(b)(i) from the issuance of the SA;c. include all upholstery types and colours to be offered in the resulting bid solicitations during the period of the resulting SA;d. include all aspects of Annex A-1;e. exclude delivery;f. exclude installation services; andg. exclude applicable tax(es). <p>To demonstrate compliance, the Supplier must complete and submit the Attachment 3 to Part 4 – Product and Ceiling Price List by: 1. Add a ceiling unit price for each chair model offered in the “Unit Ceiling Price” column</p> <p>The Supplier must complete Attachment 3 to Part 4 – Product and Ceiling Price List and submit it with their arrangement in a Microsoft Excel compatible format (.xlsx or .xls) on CD, DVD or electronically (epost Connect Service). Any media submitted must be readable by the SAA.</p>	
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Attachment 2 to Part 4 –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 that will meet the requirements of section 6A.13.1N National Coverage of Part 6A. Definitions of the regions are defined in section 6A.13.1N National Coverage of Part 6A.

The Supplier must provide the required information **in all six regional tables** under 1.3 Regional Tables below and these completed tables must be provided on a CD, DVD in Microsoft Word file extension .docx .

The soft copy must be editable by the Supply Arrangement Authority (SAA). Failure to provide an editable soft copy will render the arrangement non-responsive.

() The Supplier selects to offer National Coverage

1.2 Regional Coverage

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

The Suppliers must complete the information that will meet the requirements of section 6A.13.1R Regional Coverage of Part 6A. Definitions of the regions are defined in section 6A.13.1R Regional Coverage of Part 6A.

The Supplier must provide the required information in the table(s) listed under 1.3 Regional Tables and this (these) completed table(s) must be provided on a CD, DVD in Microsoft Word file extension .docx.

The soft copy must be editable by the SAA. Failure to provide an editable soft copy will render the arrangement non-responsive.

() The Supplier selects to offer Regional Coverage

Regions Offered: (supplier to select regions where work coverage is offered)

- () Pacific Region*
- () Western Region*
- () Ontario Region*
- () National Capital Region*
- () Quebec Region*
- () Atlantic Region*

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1.3 Regional Tables

REGION:		Pacific	
Supply Arrangement Holder		Business Address:	Contact Information
SA Holder:	Name:		Name: Tel: E-mail:
Authorized Dealer (if applicable)	Name:		Name: Tel: E-mail:
Authorized Dealer (if applicable)	Name:		Name: Tel: E-mail:
<i>Add additional rows if necessary</i>			

REGION:		Western	
Supply Arrangement Holder		Business Address:	Contact Information
SA Holder:	Name:		Name: Tel: E-mail:
Authorized Dealer (if applicable)	Name:		Name: Tel: E-mail:
Authorized Dealer (if applicable)	Name:		Name: Tel: E-mail:
<i>Add additional rows if necessary</i>			

REGION:		Ontario	
Supply Arrangement Holder		Business Address:	Contact Information
SA Holder:	Name:		Name: Tel: E-mail:
Authorized Dealer (if applicable)	Name:		Name: Tel: E-mail:
Authorized Dealer (if applicable)	Name:		Name: Tel: E-mail:
<i>Add additional rows if necessary</i>			

Solicitation No. - N° de l'invitation
 E60PQ-120001/G
 Client Ref. No. - N° de réf. du client
 E60PQ-120001/G

Amd. No. - N° de la modif.
 File No. - N° du dossier
 pq993 E60PQ-120001/G

Buyer ID - Id de l'acheteur
 pq993
 CCC No./N° CCC - FMS No./N° VME

REGION:		National Capital Region	
Supply Arrangement Holder		Business Address:	Contact Information
SA Holder:	Name:		Name: Tel: E-mail:
Authorized Dealer (if applicable)	Name:		Name: Tel: E-mail:
Authorized Dealer (if applicable)	Name:		Name: Tel: E-mail:
<i>Add additional rows if necessary</i>			

REGION:		Quebec	
Supply Arrangement Holder		Business Address:	Contact Information
SA Holder:	Name:		Name: Tel: E-mail:
Authorized Dealer (if applicable)	Name:		Name: Tel: E-mail:
Authorized Dealer (if applicable)	Name:		Name: Tel: E-mail:
<i>Add additional rows if necessary</i>			

REGION:		Atlantic	
Supply Arrangement Holder		Business Address:	Contact Information
SA Holder:	Name:		Name: Tel: E-mail:
Authorized Dealer (if applicable)	Name:		Name: Tel: E-mail:
Authorized Dealer (if applicable)	Name:		Name: Tel: E-mail:
<i>Add additional rows if necessary</i>			

Solicitation No. - N° de l'invitation
E60PQ-120001/G
Client Ref. No. - N° de réf. du client
E60PQ-120001/G

Amd. No. - N° de la modif.
File No. - N° du dossier
pq993 E60PQ-120001/G

Buyer ID - Id de l'acheteur
pq993
CCC No./N° CCC - FMS No./N° VME

Attachment 3 to Part 4 – Product and Ceiling Price List

The Supplier must submit its completed Attachment 3 to Part 4 Product and Ceiling Price List, as per the instructions below, in Microsoft Excel file extension .xlsx in electronic format.

These instructions apply to all worksheets in the Attachment, respectively. Suppliers are to:

1. Add the required information only to the blank fields. Do not alter any Government of Canada information, coding or formatting in the application.
2. Select and identify the attributes that relate to the chair offered. Leave no cells blank.
3. Add the series name and model number for each chair offered.
4. Add Ceiling Unit prices, as instructed in Part 4, Financial Evaluation.

If not indicated, the SAA may add the information to Attachment 3 to Part 4, Product and Ceiling Price List using the information supplied by the Supplier in response to other applicable instructions of the RFSA.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Suppliers must provide the required certifications and additional information to be issued a supply arrangement (SA).

The certifications provided by Suppliers to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an arrangement non-responsive, or will declare a contractor in default 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 will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Supply Arrangement Authority will render the arrangement non-responsive, or constitute a default under the Contract.

5.1 Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications as part of their arrangement.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all suppliers must provide with their arrangement, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Product Conformance

The Supplier certifies that all the products offered will conform to all specifications of, and meet the testing requirements detailed in Annex A – Requirement by no later than date of arrangement in response to the RFSA.

Supplier's Signature

Date

5.1.3 Set-aside for Aboriginal Business – Certification For PSAB Suppliers Only

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business see [Annex 9.4](#), of the *Supply Manual*.
2. The Supplier:
 - i. certifies that it meets, and will continue to meet throughout the duration of the 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 one applicable box below:
 The Supplier is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
 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 one applicable box below:
 The Aboriginal business has fewer than six full-time employees.
 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.

5.1.4 Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Supply Arrangement Authority, the Supplier must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (*insert "an owner" and/or "a full-time employee"*) of _____ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the *Supply Manual*, entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

5.1.5 Canadian Content Certification – For PSAB Suppliers Only

1. SACC Manual clause A3050T (2018-12-06) - 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 Tier 2 and Tier 3 for which AB/P is the Contracting Authority. (see Part 6B for Tier Definitions).
3. PSAB suppliers 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 cannot 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) identified as Canadian content in the Attachment 3 to Part 4 Product and Ceiling Price List 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.

5.2 Certifications Precedent to the Issuance of a Supply Arrangement

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Supplier must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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 Attachment 1 to Part 5 - Green Chair Recognition Environmental Record for Green Office Seating.

Supplier's Signature

Date

5.3 Additional Information

The following additional information must be submitted with the arrangement prior to SA issuance.

5.3.1 Supplier Contacts and Official Language

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

For General Inquiries

Regarding the Supply Arrangement, how to contact Authorized Dealers (if any);

Name:
Title:
Telephone No:
Email:

For Receiving Bid Solicitations

Pursuant to the resulting Supply Arrangement (only one contact is to be given and only one contact will be used by Canada)

Name:
Title:
Telephone No:
Email:

Suppliers Website Address: *(supplier to insert website address)*

5.3.2 Payment by Credit Card

Canada requests that supplier complete one of the following:

Solicitation No. - N° de l'invitation
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Client Ref. No. - N° de réf. du client
E60PQ-120001/G

Amd. No. - N° de la modif.
File No. - N° du dossier
pq993 E60PQ-120001/G

Buyer ID - Id de l'acheteur
pq993
CCC No./N° CCC - FMS No./N° VME

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

- VISA
- MasterCard

OR

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.

Solicitation No. - N° de l'invitation
E60PQ-120001/G
Client Ref. No. - N° de réf. du client
E60PQ-120001/G

Amd. No. - N° de la modif.
File No. - N° du dossier
pq993 E60PQ-120001/G

Buyer ID - Id de l'acheteur
pq993
CCC No./N° CCC - FMS No./N° VME

Attachment 1 to Part 5 - Green Chair Recognition Environmental Record for Green Office Seating

The Supplier must 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 in [Attachment 1 to Part 5 - Green Chair Recognition Environmental Record for Green Office Seating](#).

[Suppliers to fill out Attachment 1 to Part 5 - Green Chair Recognition Environmental Record for Green Office Seating XLS document](#)

Solicitation No. - N° de l'invitation
E60PQ-120001/G
Client Ref. No. - N° de réf. du client
E60PQ-120001/G

Amd. No. - N° de la modif.
File No. - N° du dossier
pq993 E60PQ-120001/G

Buyer ID - Id de l'acheteur
pq993
CCC No./N° CCC - FMS No./N° VME

SUPPLY ARRANGEMENT
For Office Seating Covering Rotary and Side Chairs

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

The Supply Arrangement covers the requirement described at Annex A.

6A.1 Key Terms

AB/P: Refers to both Acquisition Branch and Acquisition Branch Policy.

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.

Ceiling Price: is the maximum price an SA holder should quote for a product listed in their Product and Ceiling Price List in response to a solicitation.

Conforming Supplier(s): Supplier(s) with an SA that meet the Identified User's (IU's) requirements. The term denotes the result of a search conducted by the IUs, of the potential sources of supply using the CST. The term does not carry any other meaning than that given in this paragraph.

CST – Abbreviation for Client Search Tool. It is a tool to search for products to meet a requirement by filtering through criteria. The results provide a generic code (GoCUID), general description and a ceiling price per product.

Government of Canada Unique ID (GoCUID) - is a unique product number for each item offered through the Supply Arrangement listed on the CST.

6A.2 Security Requirements

There is no security requirement applicable to the Supply Arrangement. 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.

6A.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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6A.3.1 General Conditions

2020 (2017-09-21) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

Section 05- Modifications 2020 (2017-09-21) - General Conditions - Supply Arrangements - Goods or Services: Canada further reserves the right to modify the SA as follows:

4. (a) Canada may modify the SA to permit additional products or services.
- (b) Ceiling Prices/Rates – Modification Opportunity
 - i) The Supplier's ceiling price/rates set out in Annex B will remain in effect until the next refresh period in 2022. At that time, the SAA will offer the Supplier the choice of holding or modifying the amount of its ceiling prices/rates for the next refresh period in 2022. This cycle will be repeated during the life of the SA.
 - ii) Under the Ceiling Prices/Rates modification opportunity, if an existing Supplier chooses not to revise its ceiling prices/rates, the Supplier must provide a statement to the Supply Arrangement Authority (SAA) stating no change in prices and/or rates and that the existing SA prices and/or rates will remain in effect for the next pricing period. The SAA may suspend or cancel the Supplier's SA if the Supplier does not respond to the modification opportunity.
- (c) Model and Series - Modification Opportunity

Under the Model and Series modification opportunity, if an existing Supplier chooses to delete or replace its product offerings due to changes to the manufacturer and /or product series, the Supplier must advise the SAA in writing of the applicable change(s). All modifications must meet the requirement in accordance with the Request for Supply Arrangement. This modification opportunity will coincide with the Ceiling Prices/Rates - Modification Opportunity.
- (d) The Supplier also agrees that Canada has the right to disclose any information contained in the Supplier's Supply Arrangement and any resulting contracts to Service Provider(s) under contract with the Government of Canada. At Canada's discretion, a confidentiality agreement must be signed by Canada and the Service Provider(s) being given access to bid and resulting contract information.

Canada has the right to add Non-Supply Arrangement (NSA) products to an RFB under this Supply Arrangement.

6A.3.2 On-going Opportunity for Qualification

Further to section 07 of the 2020 (2017-09-21) - General Conditions - Supply Arrangements - Goods or Services, Canada will allow during solicitation periods, pre-qualified suppliers, the opportunity to add product offerings up to the allotted amount for which they have not previously submitted an offering. All additions must meet the requirement in accordance with the Request for Supply Arrangement. Pre-qualified suppliers must complete form – PRE-QUALIFIED SUPPLIERS / ADDITION OF PRODUCT OFFERINGS attached in **Annex H**. Pre-qualified suppliers must submit the form to the SAA before closing of the solicitation in order for products to be evaluated and product addition be endorsed. Pre-qualified suppliers must include proof of endorsement in bid package submitted in response to posted solicitation.

6A.3.3 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 G. Incomplete data entries must be justified. 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 at the email TPSGC.PARCNAmobilier-APNCRFurniture.PWGSC@tpsgc-pwgsc.gc.ca

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 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 period stated above, Canada may set aside the suppliers supply arrangement until the end of the next fiscal quarter.

6A.4 Term of Supply Arrangement

6A.4.1 Period of the Supply Arrangement

The Supply Arrangement 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 Supply Arrangement begins upon the date of issuance of the Supply Arrangement by Supply Arrangement Authority of PWGSC.

6A.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Supply Arrangement (SA) is for the delivery of the requirement detailed in the SA to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the supply arrangement.

6A.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified in the individual RFB's.

6A.5 Authorities

6A.5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Name: Christopher Racette
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Furniture Division
Address: 140 O'Connor St, 7th floor, Ottawa, ON
Telephone: 819-664-1606
E-mail address: christopher.racette@tpscg-pwgsc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

6A.5.2 Supplier's Representative

See Section 6A.11 of Part 6A

6A.6 Identified Users (IUs)

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

6A.7 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the articles of the Supply Arrangement;
- b) the general conditions [2020](#) (2017-09-21), General Conditions - Supply Arrangement - Goods or Services
- c) Annex A, Requirement;
- d) Annex B, Products & Price List;
- e) Annex C, Green Chair Recognition Environmental Record for Green Office Seating
- f) Annex D, Work Coverage
- g) Annex E, Office Seating Terms and Conditions Manual (OSTCM)
- h) Annex F, Bid Solicitation/Request for Bid (RFB) and Resulting Contract Template
- i) Annex G, Pre-Qualified Suppliers/ Addition of Product Form
- j) Annex H, Pre-Qualified suppliers/ Addition of Product Form
- k) the Supplier's arrangement dated _____. (*insert date of arrangement*)

6A.8 Certifications and Additional Information

6A.8.1 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.

6A.8.2 Product Compliance 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.

Product conformance certification will be added in RFB for NSA products if applicable.

6A.8.3 Federal Contractor Program for Employment Equity – Default by Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and ESDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6A.8.4 PSAB – Certificate of Compliance

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.

This clause applies to Aboriginal Business Suppliers who submitted a duly completed Set-Aside for Aboriginal Business Certification with their arrangement.

- (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.

6A.8.5 Canadian Content

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.

This clause applies to Aboriginal Business Suppliers who submitted the Canadian Content Certification with their arrangement.

- (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.

6A.9 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 _____
(SAA to insert the name of the province or territory as specified by the Supplier in the arrangement, if applicable).

6A.10 Transition to an e-Procurement Solution (EPS)

During the period of the Supply Arrangement, Canada may transition to an EPS for more efficient processing and management of individual contracts for any or all of the SA's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Supplier with at least a three-month notice to allow for any measures necessary for the integration of the Supply Arrangement into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Supplier chooses not to provide the supply arrangement of their goods or services through the e-procurement solution, the Supply Arrangement may be set aside by Canada.

6A.11 Suppliers Information

6A.11.1 Supplier's Representative – General

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

For General Inquiries

Regarding the Supply Arrangement, how to contact Authorized Dealers (if any);

Name:
Title:
Telephone No:
Email:

For Receiving Bid Solicitations

Pursuant to the resulting Supply Arrangement (only one contact is to be given and only one contact will be used by Canada)

Name:
Title:
Telephone No:
Email:

6A.11.2 Supplier's Website

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

The information at 6A.12.1 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.

6A.12 Payment by Credit Card

(The SAA will add the information from the Supplier's arrangement.)

The credit card _____ is accepted.

Or

The credit cards _____ and _____ are accepted.

Or

No credit cards are accepted

6A.13 Supplier's Work Coverage (Area)

6A.13.1-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.*

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.

Table 1	
Region	Area of Description (Across Canada excluding areas subject to the Comprehensive Land Claims Agreement(s) (CLCAs))
Pacific	The Province of British Columbia
Western	The Province s 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

6A.13.1-R Regional Coverage

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

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

Table 1	
Region	Area of Description (Across Canada excluding areas subject to the Comprehensive Land Claims Agreement(s) (CLCAs)
Pacific	The Province of British Columbia
Western	The Province s 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

6A.13.2 Supplier's Work Coverage (Contact Information by Region)

The Supplier must complete and maintain Annex D Work Coverage on its web site and provide the Identified Users with easy access to it at no charge to Canada. 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, 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 6A.13 and all other terms of the SA.

6A.14 Supply through Authorized Dealers

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

6A.14.1 Supply through Authorized Dealers

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 6A.14.2.
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.

6A.14.2 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.

6A.15 Accuracy of Product Information on PWGSC Electronic Mediums

A list of the chairs appearing in the SA, including the model number, will be entered into PWGSC's electronic system titled "Client Search Tool (CST)" (or alternate application). The Supplier is responsible for the accuracy of the information.

6A.16 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 Identified Users (IU) aware of the presence and location of the marking and labelling information.

B. BID SOLICITATION

6B.1 Bid Solicitation documents

Canada will use one of the following solicitation and resulting contract documents for requirements under the SA:

6B.1.1 Request for Bid(RFB) templates:

- Low Dollar (Tier 1) RFB template;
- Standard (Tier 2&3) RFB template

Copy of the RFB template(s) can be accessed at Annex F of the SA, The templates are subject to periodic updates.

Note: The latest versions of the template and terms and conditions will be used at time of bid solicitation.

Office Seating Terms and Conditions Manual (OSTCM)

The OSTCM is the Office Seating Terms and Conditions Manual that contains all terms and conditions in full text that form part of each individual RFBs under this SA.

The OSTCM is attached at Annex E of the SA.

The Supply Arrangement Authority may modify the OSTCM at any time to address its requirements and other provisions. The Supply Arrangement Authority will seek the Supplier's prior approval only for the modifications representing substantial changes. The issuance will be evidenced through a formal revision to the Supply Arrangement or other written advisement. For written advisements, a future formal revision to the Supply Arrangement will formally incorporate the new version(s).

6B.1.2 Standard Procurement Templates:

The bid solicitation will contain as a minimum the following:

- (a) security requirements (*if applicable*);
- (b) a complete description of the Work to be performed;
- (c) 2003, Standard Instructions - Goods or Services - Competitive Requirements; **OR** 2004, Standard Instructions - Goods or Services - Non-competitive Requirements;

" Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions (*insert, as applicable: 2003 or 2004*) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the Ineligibility and Suspension Policy. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of directors.”
- (d) Bid preparation instructions;
- (e) Instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) Evaluation procedures and basis of selection;
- (g) Financial capability (*if applicable*);
- (h) Certifications;
- **Federal Contractors Program (FCP) for Employment Equity - Notification**
 - **Integrity Provisions - Declaration of Convicted Offences;**
- (i) Conditions of the resulting contract.

6B.2 Bid Solicitation General Information

6B.2.1 Category and Sub-Categories

Category is defined as follows:

the total requirement may consist of all three sub-categories or a combination thereof.

Sub-Categories are defined as follows:

- sub-category 1 – Rotary Office Charis
- sub-category 2 – Rotary Conference Charis
- sub-category 3 – Side Chairs

Refer to the Client Search Tool (CST) at Annex B for a detailed list of products for each sub-category.

6B.2.2 Calculating the Estimated Value (EV) for the total requirement and determining the Tier

The Estimated Value (EV) of all sub-categories will determine the associated tier and which set of bid solicitation procedures must be followed.

IUs will determine the EV using the calculation below.

- i) Determine the highest ceiling price from the list of Conforming Supplier(s) in the Client Search Tool (CST) excel document for all chair sub-categories for the requirement
- ii) Multiply the ceiling price per sub-category by the number of chairs required.
- iii) Add 4% for delivery. This percentage is for estimation purposes only.
- iv) Add 5% for installation. This percentage is for estimation purposes only.
- v) If Applicable, add an estimated value for NSA products and
- vi) Add the percentage of applicable taxes.

This will result in the Estimated Value of the total requirement. **This is for estimation purposes only.**

Once the Estimated Value of the total requirement is found, the tier and the subsequent solicitation method are determined.

Example:

Step 1

Use the CST to determine the type of chair(s) required. From the CST search, a list of conforming suppliers are made available.

Supplier A:

Product i - Model 123 @ ceiling price of \$752 each
Product ii - Model 345 @ ceiling price of \$769 each

Supplier B:

Product i - Model 467 @ ceiling price of \$821 each

Supplier C:

Product i - Model 264 @ ceiling price of \$801 each

Step 2

Find the highest ceiling price of the 4 products (\$821)

Step 3

821 x 50 chairs = \$ 41,050

Step 4

\$ 41,050 x 4% (Delivery): \$1,642

Step 5

\$ 41,050 x 5% (Installation): \$2,052.50

Step 6

\$ 41,050 + \$1,642 + \$2,052.50 = \$44,744.50
\$44,744.50 x 13% (HST) = \$5,816.59

Step 7

\$44,744.50 + \$5,816.59 = \$50,561.29 (EV)

6B.2.3 The Tiers are as follows

Tier 1: An EV up to \$24,999.99.

Tier 2: An EV of \$25,000.00 or more up to \$400,000.00.

Tier 3: An EV of \$400,000.01 or higher.

6B.3 Bid Solicitation Process

6B.3.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA.

Suppliers may expect to receive solicitations and/or notices of solicitation opportunities and/or notices of the IU's intent to solicit bid(s).

Suppliers are subject to the applicable Tier processes set out herein.

The Supplier's authorized dealer(s) will not receive bid solicitation documents from the IUs.

6B.3.2 Per Product or Combined Requirements

Canada may issue a single solicitation containing more than one GoCUID. Canada will assess bids and award contracts on:

- i. a per GoCUID basis (one GoCUID per RFB table 1 - 9). If the supplier can satisfy the requirement in the bid solicitation, the supplier may submit a bid. Canada will award one contract per GoCUID listed in the solicitation to the lowest conforming supplier(s). In the event the same supplier wins more than one GoCUID, Canada will issue a single contract containing multiple GoCUID's to the lowest conforming supplier.

OR

- ii. combined GoCUIDs (multiple GoCUIDs per RFB table 1 - 9). If the supplier can fully satisfy the combined requirement in the bid solicitation, the supplier may submit a bid. Canada will issue a single contract to the lowest conforming supplier offering all GoCUIDs forming part of table 1.

OR

- iii. a combination of i and ii above.

6B.3.3 Tier 1 Bid Solicitation Process

The following applies to Tier 1 requirements:

Non-competitive process: When the IU chooses to request a quote/bid from a single conforming supplier.

Competitive process: When the IU chooses to request quotes/bids from multiple Conforming Suppliers.

The IU can request a verbal or written request for bid(s)/quote(s). Written requests can be prepared by using departmental templates or by completing the tier 1 (low dollar value template) contract under the SA. The bidder can either provide a quote or complete the supplier section of the template.

The IU can issue contracts using one of the following: departmental template or tier 1 (low dollar value template) under the supply arrangement.

6B.3.4 Tier 2 and 3 Bid Solicitation Process

The following applies to Tier 2 and 3 requirements:

For Non-Competitive requirements, when the IU chooses to request a bid from a single Conforming Supplier. IUs must post the NPP that includes as a minimum the GoCUID, the sub-category(ies), and list of attributes for each item forming the requirement. The conforming supplier may receive the bid solicitation document directly from the IUs or may need to acquire from GETS.

For competitive requirements, when the IU chooses to request bids from multiple conforming suppliers. Conforming suppliers must acquire the bid solicitation document from GETS and IUs are not to identify the conforming suppliers in the solicitation or NPP.

Suppliers may view Notice of Proposed Procurements (NPP's) published by the IUs on Government Electronic Tendering Service (GETS) for the purpose of providing bidding opportunities to more than one supplier (for competitive requirements) and opportunity to challenge the intention to direct a contract to a conforming supplier (for non-competitive requirements).

For Procurement Strategy for Aboriginal Businesses (PSAB) procurements, Canadian Content only applies when at least two conforming suppliers offer "Canadian Content" as listed in their SA and when AB/AP is the contracting authority.

Tier 3 requirements are procured solely by AB/AP.

6B.3.5 Bid Solicitation Posting Period by Tier

The minimum bid periods per Tier when performing a solicitation are as follows:

- Tier 1 – 5 calendar days
- Tier 2 – 10 calendar days
- Tier 3 – 15 calendar days

Identified Users can use longer bid periods based on the scope and complexity of the requirement.

6B.3.6 Office Seating Solicitation Rules

6B.3.6.1 Non Supply Arrangement (NSA) Rule

Non-Supply Arrangement (NSA) Rule – Allows Identified Users (IUs) the opportunity to purchase up to 30% NSA chairs of the total combined quantity of all sub-categories of chairs in the RFB.. NSA chairs are chairs that do not form part of Annex B Product and Ceiling Price list of the Supply Arrangement.

NSA chairs must have generic technical specifications and dimensions, and must include tolerances and ranges. Each NSA chair must be added by the IU in the bid solicitation (RFB or RFP). Examples of NSA chairs include, but are not limited to, rotary task stools or intensive use chairs.

An example of 30% of the total combined quantity could be:

- 100 quantity of the Rotary Office Seating (sub-category)
- 50 quantity of the Rotary Conference (sub-category),
- Therefore: up to 45 NSA chairs could be procured within the same solicitation.

Should IUs require assistance or review of their NSA specifications, IU's can send and email including their specifications to TPSGC.PARCNameublement-APNCRFurniture.PWGSC@tpsgc-pwgsc.gc.ca for review by the Office Seating Technical Authority prior to solicitation. All NSA chairs are required to meet the associated ANSI/BIFMA testing for Office Seating. Generic Specifications are also found on the Office Seating Website.

6B.3.6.2 Added Features Rule

Added Features Rule: Allows Identified Users (IUs) the opportunity to enhance a chair's features. Added features are applicable to pre-qualified product only, which provide a non-structural enhancement. Any added feature must have generic specifications.

It is the responsibility of the IU to justify any added feature in a RFB. Justification should be on file in order to defend any complaints during the procurement process. Each added feature must be added by the IU in the bid solicitation (RFB or RFP). Examples include, but are not limited to, finishes, casters (i.e. chrome casters), and upholstery upgrades.

C. RESULTING CONTRACT CLAUSES

6C.1 General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with one of the following templates:

1. Request for Bid(RFB) templates:

The resulting contract terms and conditions of the RFB and Office Seating Terms and Conditions Manual

2. For any contract to be awarded using the Standard Procurement Templates:

- (a) **Simple** (for low dollar value requirements), general conditions 2029 will apply to the resulting contract;
- (b) **MC** (for medium complexity requirements), general conditions _____ (*insert the general conditions that will apply to any resulting contract based on the level of complexity of the requirement covered by the supply arrangement*) will apply to the resulting contract;
- (c) **HC** (for high complexity requirements), general conditions _____ (*insert the general conditions that will apply to any resulting contract based on the level of complexity of the requirement covered by the supply arrangement*) will apply to the resulting contract.

A copy of the template(s) can be provided upon request by contacting the Strategic Policy Integration Division by sending a query to TPSGC.Outilsdapprovisionnement-ProcurementTools.PWGSC@tpsgc-pwgsc.gc.ca.

Note: References to the HC, MC and Simple templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

ANNEX A

REQUIREMENT

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

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

1. Supply the Products

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.

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

2. Deliver the Products

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.

Solicitation No. - N° de l'invitation
E60PQ-120001/G
Client Ref. No. - N° de réf. du client
E60PQ-120001/G

Amd. No. - N° de la modif.
File No. - N° du dossier
pq993 E60PQ-120001/G

Buyer ID - Id de l'acheteur
pq993
CCC No./N° CCC - FMS No./N° VME

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.

Solicitation No. - N° de l'invitation
E60PQ-120001/G
Client Ref. No. - N° de réf. du client
E60PQ-120001/G

Amd. No. - N° de la modif.
File No. - N° du dossier
pq993 E60PQ-120001/G

Buyer ID - Id de l'acheteur
pq993
CCC No./N° CCC - FMS No./N° VME

ANNEX A-1

PURCHASE DESCRIPTION FOR OFFICE SEATING

Annex A-1 is comprised of the following:

1. Purchase Description No.8-2019: Specifications for the sub-categories of Rotary Office Chair and Rotary Conference Chair.
2. Government Purchase Description No.GPD-6-2019: Specifications for the sub-category for Side Chair.

ANNEX A-1.1

PURCHASE DESCRIPTION No.8-2019 Specifications – Covering Rotary Office and Conference Chairs

1. Scope

1.1 Purchase Description No.8-2019 (PD-8-2019) details the technical and testing requirements that apply to rotary office and conference chairs to be purchased by the federal government. This PD-8-2019 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 –Chairs for Office Environments"

1.2 All products must be new.

2. Testing Requirements

All chairs must be tested and meet the acceptance levels as described in

2.1. The American National Standards Institute/Business and Institutional Furniture Manufacturer's Association, ANSI/BIFMA X5.1- General-Purpose Office Chairs – Tests.

2.2. ANSI/BIFMA M7.1, *Standard Test Method for Determining VOC Emissions From Office Furniture Systems, Components and Seating* and ANSI/BIFMA X7.1 - Standard for Formaldehyde and TVOC Emissions of Low-emitting Office Furniture and Seating.

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 Smolder Resistance of 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).

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 M7.1, *Standard Test Method for Determining VOC Emissions From Office Furniture Systems, Components and Seating* 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. Priority of Documents

- 3.1 In the event of discrepancy between this PD-8-2019 and the Applicable Publications at section 2.0, the following priority of documents apply:
- a. Purchase Description PD-8-2019
 - b. CAN/CGSB 44.232
 - c. ANSI/BIFMA X 5.1
 - d. All other publications referenced within a and b.

4. Terminology

For the purpose of this PD-8- 2019 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).
- 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.
- 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).

5. General Features

- 5.1. Chair back heights must be a Standard Back or High Back.
 - 5.1.1. Standard Back: The top of the backrest must range from 450 mm (17.7 in.) to 660 mm (26 in.) Note: (This article is not listed in CAN/CGSB 44.232.)
 - 5.1.2. High Back: The top of the backrest must be greater than 660 mm (26 in.). Note: (This article is not listed in CAN/CGSB 44.232)
- 5.2. Tilt mechanisms, must tilt concurrently or tilt in unison or tilt independently.
- 5.3. Arm rests must be fixed, or height and width adjustable or height and width and swivel adjustable.
 - 5.3.1. Inside clearance between fixed or lateral adjustment armrests must meet CAN/CGSB 44.232
 - 5.3.2. Armrest setback must meet CAN/CGSB 44.232
- 5.4. Seat and 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 CAN/CGSB 44.232
- 5.6. Seat Waterfall: The vertical height of the seat front edge curve shall not be less than 40 mm (1.6 in.) and the radius of the front edge curve shall not be less than 40 mm (1.6 in.) or greater than 120 mm (4.7 in.)
- 5.7. The seat pan angle must be fixed and/or user adjustable independently of the backrest.
- 5.8. The seat height adjustment must be standard range from 417 mm (16.4 in.) or less to 512 mm (20.2 in.) or more.
- 5.9. Lumbar support must be fixed and /or adjustable.
- 5.10. The backrest to seat angle must be fixed and /or adjustable.
- 5.11. The headrest is optional, if provided it must be fixed and /or removable from the back of the chair. Head rest must be adjustable and pivot.
- 5.12. Upholstering - The seat and back must be upholstered in fabric or breathable material or both fabric and breathable material.

5.12.1 Fabric must be manufactured from 100% recycled material or from other environmentally appropriate materials.

5.12.2 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 .

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

5.13. Breathable Material

5.13.1 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.

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

6. 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. Solid Waste Diversion Program

6.3.1 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.

6.4. Products Free from CFCs and PBDEs

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

6.5. Hazardous and Toxic Material Management System

6.5.1 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.

6.6. Corrugated Packaging

6.6.1 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.

6.7 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 CAN/CGSB-44.232-the chairs must be permanently and legibly marked on the under surface of the seat with:

- a. The name or the recognized trademark of the manufacturer
- b. The product number
- c. The contract number; and
- d. 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. Maintenance

8.1 Upon the request of Canada, the Supplier or Manufacturer must submit, in both official languages and at no additional cost, the instructions for recommended repair and/or maintenance procedures for all products. This request must be fulfilled within 10 business days of receipt.

ANNEX A-1.2

Government Purchase Description – GPD-6-2019 Specifications for Side Chair

1. Scope

- 1.1 Government Purchase Description No. 6-2019 (GPD-6-2019) details the technical and testing requirements that apply to side chairs to be purchased by the federal government. This GDP-6 is to be read in conjunction with the latest ANSI/BIFMA X5.1- General-Purpose Office Chairs - Tests.
- 1.2 All products must be new.

2. Testing Requirements

This purchase description must be read in conjunction with, and meet the latest publications and testing requirements listed in this annex. All chairs must be tested and meet the acceptance levels as described in:

- 2.1 The American National Standards Institute/Business and Institutional Furniture Manufacturer's Association, ANSI/BIFMA X5.1- General-Purpose Office Chairs – Tests.
- 2.2 Association for Contract Textiles (ACT), ACT Voluntary Performance Guidelines for Upholstery.
- 2.3 American Society for Testing and Materials (ASTM) ASTM D 3574 - Standard Test Methods for Flexible Cellular Materials - Slab, Bonded, and Molded Urethane Foams.
- 2.4 California Department of Consumer Affairs, California Technical Bulletin 117 - Requirement, Test Procedure and Apparatus for Testing the Smolder Resistance of Materials used in Upholstered Furniture.
- 2.5 Testing Reports: Test reports must not be more than five years old from the date the test was performed.
- 2.6 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).
- 2.7 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.
- 2.8 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.
- 2.9 All chairs must be tested and meet the acceptance levels as described in ANSI/BIFMA M7.1, *Standard Test Method for Determining VOC Emissions From Office Furniture Systems*,

Components and Seating and ANSI/BIFMA X7.1 - Standard for Formaldehyde and TVOC Emissions of Low-emitting Office Furniture and Seating.

2.10 All tests must be completed by an acceptable test facility.

2.11 Foam testing is exempt.

3. Priority of Documents

3.1 In the event of discrepancy between this GPD-6-2019 and the Applicable Publications at section 2.0, the following priority of documents apply:

- a. Government Purchase Description GPD-6-2019;
- b. CAN/CGSB 44.232
- c. ANSI/BIFMA X 5.1;
- d. All other publications referenced within a and b.

4. Terminology

For the purpose of this GPD-6-2019 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: Inside clearance between fixed or lateral adjustment armrests must meet CAN/CGSB 44.232
- 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 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. Chairs must be with casters and /or without casters. Casters must be for hard and / or carpeted surfaces.
- 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 surface 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 pan 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 360mm (14.2 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 Seat cushion and upholstery 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. 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

6.3.2.1 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

6.3.4.1 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 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 Marking: The chairs must be permanently and legibly marked on the under surface of the seat with:

- a. The name or the recognized trademark of the manufacturer

Solicitation No. - N° de l'invitation
E60PQ-120001/G
Client Ref. No. - N° de réf. du client
E60PQ-120001/G

Amd. No. - N° de la modif.
File No. - N° du dossier
pq993 E60PQ-120001/G

Buyer ID - Id de l'acheteur
pq993
CCC No./N° CCC - FMS No./N° VME

- b. The product number
- c. The contract number; and
- d. 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. 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 B

PRODUCT AND CEILING PRICE LIST

Section A. Supplier's SA Products

The Supplier's products available under this SA are listed in Attachment 1 to Annex B.

Non Supply Arrangement (NSA) products will be identified in each individual solicitation if applicable.

Green Products: Some products may have a Green Chair Recognition and are identified as "Green Product" in column in Attachment 1 to Annex B. If selected, this section will be included in the resulting SA.

For PSAB only, some products may be certified as meeting the Canadian Content Policy and are identified in the "Canadian Content" column in Annex B-1 attached.

Section B. Supplier's Ceiling Prices in the SA (not applicable to NSA products)

The Supplier's ceiling prices for each product are listed in Attachment 1 to Annex B 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).

Office Seating Product and Ceiling Price List

Electronic Processing of Product Price List

The Office Seating Product and Ceiling Price Template will be processed by PWGSC using electronic automation. As such, Suppliers must not change the format or rename the Product and Ceiling Price List Template in any way. At the time of evaluation, if the Supplier's Product and Ceiling Price List Template has been reformatted or renamed in a way that prevents automated processing, the arrangement may be found non-responsive.

Solicitation No. - N° de l'invitation
E60PQ-120001/G
Client Ref. No. - N° de réf. du client
E60PQ-120001/G

Amd. No. - N° de la modif.
File No. - N° du dossier
pq993 E60PQ-120001/G

Buyer ID - Id de l'acheteur
pq993
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 1 to ANNEX B
PRODUCT and CEILING PRICE LIST

The information from Attachment 3 to Part 4, Product and Ceiling Price List 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 to Annex B.

(This statement will be removed once the SA is issued)

See Attachment 1 to Annex B Product and Ceiling Price List

Solicitation No. - N° de l'invitation
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Client Ref. No. - N° de réf. du client
E60PQ-120001/G

Amd. No. - N° de la modif.
File No. - N° du dossier
pq993 E60PQ-120001/G

Buyer ID - Id de l'acheteur
pq993
CCC No./N° CCC - FMS No./N° VME

ANNEX C

GREEN CHAIR RECOGNITION ENVIRONMENTAL RECORD FOR GREEN OFFICE SEATING

The information from Attachment 1 to Part 5 – Green Chair Recognition Environmental Record for Green Office Seating 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 Annex C.

(This statement will be removed once the SA is issued).

See Attached Annex C, Green Chair Recognition Environmental Record for Green Office Seating

Solicitation No. - N° de l'invitation
E60PQ-120001/G
Client Ref. No. - N° de réf. du client
E60PQ-120001/G

Amd. No. - N° de la modif.
File No. - N° du dossier
pq993 E60PQ-120001/G

Buyer ID - Id de l'acheteur
pq993
CCC No./N° CCC - FMS No./N° VME

ANNEX D

WORK COVERAGE

Work Coverage listed on supplier individual website

Solicitation No. - N° de l'invitation
E60PQ-120001/G
Client Ref. No. - N° de réf. du client
E60PQ-120001/G

Amd. No. - N° de la modif.
File No. - N° du dossier
pq993 E60PQ-120001/G

Buyer ID - Id de l'acheteur
pq993
CCC No./N° CCC - FMS No./N° VME

ANNEX E

OFFICE SEATING TERMS AND CONDITIONS MANUAL (OSTCM)

The Supply Arrangement Authority (SAA) may modify the Office Seating Terms and Conditions Manual (OSTCM) content at any time. The SAA will seek the Supplier's prior approval only for the modifications representing substantial changes. Revisions will be evidenced through new Version numbers and will be in effect on the date of their issue by the SAA to the Supplier. The issuance will be evidenced through a formal revision to the Supply Arrangement (SA) or other written advisement. For written advisements, a future formal revision to the SA will formally incorporate the new Version(s).

Reference: Supply Arrangement for Office Seating issued by Public Works and Government Services Canada (PWGSC) under the series number E60PQ-120001, PARTS 6B and 6C.

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 2. Trade Agreements, National Security Exception
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Annex A – Requirement and Basis of Payment

Annex B – Security Requirements

Note:

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.

1. Reference: Part 6B of the SA

A. RFB (Bid Solicitation) Templates

There are two templates available for the Identified Users:

- Low Dollar (Tier 1) RFB and
- Standard (Tier2&3) RFB

B. First Page of the Standard RFB Template

The first page of the template is the form "PWGSC-TPSGC 9400-3 modified by Furniture Division". 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.

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. Subsequent pages of the RFB Template

The clauses below, and those in Section 1 of the RFB, apply to and form part of the solicitation.

1. Set-aside under the Federal Government's Procurement Strategy for Aboriginal Business (PSAB).

Clauses a, b and c apply only to PSAB procurements. In addition, clauses b and c apply only as listed below.

- a. "This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business."
- b. EV of \$25,000.00 or more: "This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses."
- c. EV of \$25,300.00 or more: "Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement."

2. Trade Agreements

This article does not apply to solicitations set-aside under the Procurement Strategy for Aboriginal Businesses (PSAB Stream) cited in article 1 above.

The requirement is subject to the provisions of the following Trade Agreement(s) for requirements with the EVs set out below.

- a. EV of \$25,300.00 or more: the "Canadian Free Trade Agreement (CFTA)."
- b. EV of \$32,900.00 or more: the "Canadian Free Trade Agreement (CFTA)" and the "North American Free Trade Agreement (NAFTA) and the Canada-Columbia Free Trade Agreement, the Canada-Chili Free Trade Agreement, and the Canada-Peru Free Trade Agreement."
- c. EV of \$237,700.00 or more: the "Canadian Free Trade Agreement (CFTA)" and the "North American Free Trade Agreement (NAFTA)" and the World Trade Organization Agreement on Government Procurement (WTO-AGP) and the Canada-Columbia Free Trade Agreement,

the Canada-Chili Free Trade Agreement, and the Canada-Peru Free Trade Agreement.

National Security Exception

If Canada has invoked a National Security Exception provided for in the Trade Agreements, this procurement is excluded from all of the obligations of all the trade agreements.

3. Security Requirement

- a. Unless otherwise indicated in the RFB, there is no security requirement.
- b. For security requirements indicated in the RFB, except for the requirements that can be met by Canada escorting the Contractor, the Supplier must possess the security requirements at the time listed in the RFB.

4. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

5. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified herein and in the RFB 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

6. Standard Instructions

- a. The following clause applies to competitive procurements.
 - a. The 2003 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- b. The following clause applies to non-competitive (single conforming) procurements.
 - a. The 2004 (2016-04-04) Standard Instructions – Goods or Services – Non-Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- c. The following clauses apply to both 2003 and 2004 (above):

Subsections 04 and 05 of Section 01 Integrity Provisions - Bid of the Standard Instructions 2003 and 2004 incorporated by reference above are deleted in their entirety and replaced with the following:

04. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently inform Canada in writing of any changes affecting the list of directors during this procurement process as well as during the contract period.

05. Canada may, at any time, request that a bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form - PWGSC-TPSGC 229](#)) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process, will result in the bid being declared non-responsive.

7. Enquiries – Bid Solicitation

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

8. Bid Preparation Instructions

Unless otherwise stated in the RFB, Canada requests that bidders provide one hard copy of their bid.

If the RFB requests a soft copy in addition to the hard copy and there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy has priority over the wording of the soft copy.

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

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

9. Financial Bid

Bidders must submit their financial bid in accordance with Annex A of the RFB and article "Mandatory Evaluation Criteria" below.

10. Certifications

Clauses a and b apply to Competitive and Non-Competitive (single conforming supplier) requirements when the Total Evaluated Bid Price is \$50,000.00 or more and the bid is the only responsive bid.

- a. Price Certification – Canadian-based Suppliers (other than Agency and Resale Outlets)

The Bidder certifies that the price proposed:

- i. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;

- ii. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity, and
- iii. does not include any provision for discounts to selling agents.

b. Price Certification – Canadian Agency and Resale Outlets

The Bidder certifies that the price proposed:

- i. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both; and
- ii. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity.

c. Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions listed above.

11. Evaluation Procedures

Bids will be assessed as indicated in the RFB including the mandatory evaluation criteria.

Unless otherwise indicated in the RFB, an evaluation team composed of representatives of Canada will evaluate the bids.

Canadian Content: The provisions below apply to RFBs issued for procurements with a EV of \$25,000.00 or more that are set-aside under PSAB.

- a. Canada will evaluate the bids in accordance with the following selected in the RFB.
 - i. No Canadian Content requirement. Chairs proposed that are denoted as Canadian Content in the Supplier's SA for Office Seating will not be given evaluation preference over chairs without this Canadian Content designation.
 - ii. Chairs proposed should be those denoted in the Supplier's SA for Office Seating as Canadian Content. The evaluation team will determine first if there are two or more bids that propose chairs denoted as Canadian Content in each of the Bidders' SA for Office Seating. In that event, the evaluation will be limited to these bids; otherwise, all bids will be evaluated. If some of the bids with Canadian Content chairs are declared non-responsive, or are withdrawn, and less than two responsive bids with Canadian Content chairs remain, the evaluation will continue among those bids with Canadian Content chairs. If all bids with Canadian Content chairs are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

12. Mandatory Evaluation Criteria

- a. The bid must be completed in full in accordance with the instructions of the Annex E Office Seating Terms and Conditions Manual (OSTCM) and the RFB.
- b. The Bidder must bid the firm pricing stipulated by the IU in the RFB template.
- c. Bid prices for the chairs should not exceed the ceiling unit prices listed in the Bidder's SA.

- d. For PSAB procurements, the bid must comply with the Canadian Content provision stipulated in article 11 and applied in the RFB.
- e. The total amount of Applicable Taxes must be shown separately.
- f. Prices must be in Canadian funds, Canadian customs duties and excise taxes included.
- g. If delivery and/or installation are requested, prices must be FOB Destination.
- h. The bid must not request exchange rate fluctuation risk mitigation.

13. Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Canadian customs duties and excise taxes included. If delivery and/or installation are part of the requirement, the price of the bid will be evaluated as FOB destination.

14. Basis of Selection

To be declared responsive, a bid must:

- a. comply with the requirements in:
 - i. the Annex E Office Seating Terms and Conditions Manual (OSTCM);
 - ii. the RFB, and
- b. meet all mandatory evaluation criteria.

The responsive bid with the lowest evaluated RFB price will be recommended for award of a contract.

OR the Basis of Selection identified in the individual solicitation and resulting contract under this SA.

2. Reference: Part 6C of the SA

A. Resulting Contract Template

IUs may use the RFB template, listed above at 1.A "RFB (Bid Solicitation) Template" or their own template.

B. First Page of the Resulting Contract Template

The first page of the resulting contract is the form "PWGSC-TPSGC 9400-4 modified by Furniture Division". 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 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. Subsequent pages the Resulting Contract Template

The clauses below, and those in Section 2 of the RFB - Resulting Contract Clauses, apply to and form part of the Contract.

1. Requirement

- a. The Contractor must perform the Work listed in Annex A of the Contract.

2. Security Requirement

- a. If Section 2 of the Contract contains Security Requirements, the Contractor must meet the requirements.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

4. General Conditions

2010A (2015-07-03), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

- a. Section 09 - Warranty, is amended as follows:

- a. At Sub-section 1.

- a. Deleted: "The warranty period will be twelve months."
- b. Inserted: "The warranty period will be ten (10) years with the exception of user adjustable components, which will have a warranty of five (5) years."

- b. At Sub-section 2.

- a. Deleted: In its entirety
- b. Inserted: as follows:

- a. "2. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs."

All other provisions of the warranty section remain in effect.

- b. Section 16 - Interest on Overdue Accounts

This provision will not apply to payments made by credit card at point of sale. This provision does not apply to Suppliers whose SAs do not include the provision for payment by credit card.

5. Term of Contract

Performance of the Work

All the Work listed in Annex A of the Contract must be received in accordance with the schedule detailed the same Annex.

6. Optional Quantities

The clause below applies when the RFB included optional quantities of goods and/or services and they are included in Section 2 Annex A of the Contract.

- a. The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described in the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- b. The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7. Payment

- a. Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices and/or a firm lot price(s) and/or a firm price specified in Annex A of the Contract for the total cost specified at "Estimated Total Contract Amount". Customs duties are included and Applicable Tax(es) are extra, if applicable.

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

their incorporation into the Work.

b. Method of Payment

Single and/or Multiple Payment below will be made, depending on the IU's selection(s) in the Contract.

Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

Multiple Payment

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

c. Payment of Invoices by Credit Card

Canada may pay invoices by credit card if the Contractor's SA indicates acceptance of such payment.

d. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions, as well as article 4, Part 6A of the SA. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

- i. Unless otherwise stated in the "Invoicing Instructions" of the Contract, the original and one (1) copy must be forwarded to the Contracting Authority, listed in the Contract under the section titled "Authorities", for certification and payment.
 - ii. One (1) copy must be forwarded to the consignee.
- e. Discretionary Audit – Commercial Goods and/or Services

The clauses below apply when the Contractor's bid includes a Price Certification.

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality

and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

8. Certifications

Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Federal Contractors Program for Employment Equity - Default by the Contractor

The following clause applies for Contracts with an Estimated Total Contract Amount of \$1,000,000.00 or more.

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

10. Applicable Laws

As set out in the article "Applicable Laws" in Part 6A of the SA.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions 2010A (2018-06-21) "General Conditions - Goods (Medium Complexity)";
- c. Annex A, Requirement and Basis of Payment;
- d. Annex B, Security Requirements and Security Requirements Check List (*if applicable*);

- e. the Contractor's bid as dated in the bid and as may have been clarified or amended on the dates in the clarifications and amendments.

12. Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

13. Access to Facilities and Equipment

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

14. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

15. Site Regulations

- a. The clause below applies when the Contract is issued by or on behalf of all departments, agencies and Crown corporations who are authorized IUs, except the Canadian Forces of the Department of National Defence.

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

- b. The clause below applies when the Contract is issued by or on behalf of the Canadian Forces of the Department of National Defence

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

Solicitation No. - N° de l'invitation
E60PQ-120001/G
Client Ref. No. - N° de réf. du client
E60PQ-120001/G

Amd. No. - N° de la modif.
File No. - N° du dossier
pq993 E60PQ-120001/G

Buyer ID - Id de l'acheteur
pq993
CCC No./N° CCC - FMS No./N° VME

ANNEX F

BID SOLICITATION/REQUEST FOR BID (RFB) AND RESULTING CONTRACT TEMPLATE

The SAA may modify the RPB content at any time. The SAA will seek the Supplier's prior approval only for the modifications representing substantial changes. Revisions will be evidenced through new version numbers and will be in effect on the date of their issue by the SAA to the Supplier. The issuance will be evidenced through a formal revision to the SA or other written advisement. For written advisements, a future formal revision to the SA will formally incorporate the new Version(s).

F-1. Low Dollar (Tier 1) RFB – see attached and titled “Annex F – Low Dollar (Tier 1) RFB v(latest version) - ENG”

F-2. Standard (Tier 2&3) RFB – see attached and titled “Annex F – Standard (Tier 2&3) RFB v(latest version) - ENG”

ANNEX F-1

Low Dollar (Tier 1) RFB

Office Seating Supply Arrangement E60PQ-120001

CONTRACT RESULTING FROM A SUPPLY ARRANGEMENT

Contract No: *(insert contract number)*

Date: *(insert date)*

Organization: *(Insert Department, Agency or Crown Corporation name)*

Amendment No: *(insert amendment #, if applicable)*

Increase/Decrease: *(insert amount, if applicable)*

Previous Amount: *(insert amount, if applicable)*

This Contract confirms the verbal/written solicitation conducted on *(insert date)* between the **Identified User (IU)** listed below and the **Contractor's representative**.

Financial Code(s): _____

Contractor's Supply Arrangement No. :
E60PQ-120001/###/PQ

The **SUPPLIER** hereby accepts this Contract. *(Return signed copy forthwith.)*

Name and title of person authorized to sign on behalf of supplier.

NAME / TITLE: _____

ADDRESS: _____

SIGNATURE / DATE: _____

To the Contractor: This contract is an abbreviated version of the Request for Bid (RFB), including the resulting Contract, which forms part of your supply arrangement (SA) with PWGSC under the series no. E60PQ-120001/PQ. The terms and conditions of your SA apply to and form part of this Contract.

The Contractor must perform the Work listed in the Requirement & Basis of Payment (Annex A) herein as table 1 below.

Terms and Conditions of Contract (Derived from Section 2 of the RFB)

Invoices

Further to the Invoicing terms of the OS 6B/6C of the Supply Arrangement, the Contractor will deliver the original and one copy of the invoice to the following address for certification and payment. (Checked box applies, if completed.)

Name of the organization, contact and address :

OR

The address shown in the Delivery location.

Security - This contract includes security provisions if one of the boxes below are checked:

The applicable security requirement(s) is(are) set out in the Security Requirement Check List attached as Annex B of this Contract. The Contractor must fulfill the security requirements by meeting the terms in the checked box below:

Contractor may be escorted; possession of security clearance not required. Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

Possession of security clearance(s) is required. The Contractor must meet the security clearance requirements contained in the clause in Annex B herein.

Upholstery (applicable if not already established during telephone quote):

Within five business days of the award of Contract, the Contractor must deliver, to the Contracting Authority, information describing all of the upholstery names and colours available within the colour category specified for each chair.

The Contractor will deliver the chairs corresponding to Canada's choice of specific colour(s) within the colour category. No additional charge will be applied to Canada.

Table 1: Requirement & Basis of Payment (Derived from Section 2, Annex A of the RFB)

#	Item Description	Qty	Firm Unit Price (\$)	Extended Total (\$)
1	<ul style="list-style-type: none"> - <i>Insert sub-Category</i> - <i>insert model # /series (from SA)</i> - <i>GoCUID # (found on the CST)</i> - [Insert chair features from CST selection] - <i>Headrest:</i> - <i>Backrest Height:</i> - <i>Lumbar Support</i> - <i>Armrests:</i> - <i>Seat Depth</i> - <i>Seat and Backrest Locks</i> - <i>Tilt Mechanism</i> - <i>Upholstery</i> - <i>caster type (carpet or hard surface floor)</i> - <i>upholstering colour</i> - Added Features (if any) 			
2	<ul style="list-style-type: none"> - <i>Non Supply Arrangement (NSA) (if required)</i> - 			
			Delivery (\$):	
			Installation (\$):	

Extended Total – all goods and services required (\$):			
Applicable Taxes (\$):			
Total Contract Amount (\$):			
Delivery Location & Supplier Instructions: <i>(if applicable)</i>	Date: <i>(insert date)</i>	Time: <i>(insert time)</i>	Canada's Facilities to Accommodate the Delivery (if applicable) Dock: <i>[For non-standard size, if applicable]</i> Lift: <i>[Exists or does not exist]</i> <i>[weight capacity, e.g. ½ ton maximum]</i> <i>[Size – W x D]</i>
Installation Location: <i>(if applicable)</i>	Date: <i>(insert date)</i>	Time: <i>(insert time)</i>	Door: <i>[Size - H x W]</i> Freight Elevator: <i>[Location]</i>
For further information, contact the person:			Approved for the Minister.
Identified User (IU) / Contracting Authority (CA):	Project Authority:		_____
			Signature (Mandatory)
Name	Name		Name
Telephone	Telephone		Telephone

Added Features Rule: Allows Identified Users (IUs) the opportunity to enhance a chair's features. Added features are applicable to pre-qualified product only, which provide a non-structural enhancement. Any added feature must have generic specifications.

It is the responsibility of the IU to justify any added feature in a RFB. Justification should be on file in order to defend any complaints during the procurement process. Each added feature must be added by the IU in the bid solicitation (RFB or RFP). Examples include, but are not limited to, finishes, casters (i.e. chrome casters), and upholstery upgrades.

Non-Supply Arrangement (NSA) Rule – Allows Identified Users (IUs) the opportunity to purchase up to 30% NSA chairs of the total combined quantity of all sub-categories of chairs in this RFB. NSA chairs are chairs that do not form part of Annex B Product and Ceiling Price List of the Supply Arrangement.

NSA chairs must have generic technical specifications and dimensions, and must include tolerances and ranges. Each NSA chair must be added by the IU in the bid solicitation (RFB or RFP). Examples of NSA chairs include, but are not limited to, rotary task stools or intensive use chairs.

An example of 30% of the total combined quantity could be:

- 100 quantity of the Rotary Office Seating (sub-category)
- 50 quantity of the Rotary Conference (sub-category),
- Therefore: up to 45 NSA chairs could be procured within the same solicitation.

Should IUs require assistance or review of their NSA specifications, IU's can send an email including their specifications to TPSGC.PARCNameublement-APNCRFurniture.PWGSC@tpsgc-pwgsc.gc.ca for review by the Office Seating Technical Authority prior to solicitation. All NSA chairs are required to meet the associated ANSI/BIFMA testing for Office Seating. Generic Specifications are also found on the Office Seating Website.

ANNEX F-2

Standard (Tier 2&3) RFB

Office Seating Supply Arrangement E60PQ-120001



No of Page/ N° de page	_____
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RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

See Section 1. Voir Section 1.

STANDARD REQUEST FOR BID
INVITATION À SOUMISSIONNER - STANDARD

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and the prices set out in the bid.

This bid solicitation is issued in accordance with the conditions of the Supply Arrangement E60PQ-120001.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Cette demande de soumissions est émise conformément aux conditions de l'arrangement en matière d'approvisionnement E60PQ-120001.

Solicitation No. - N° de la demande	Amendment No. - N° de modification

Solicitation closes – La demande prend fin :	File No. - N° de dossier
at – à See Section 1 Voir Section 1 on – le See Section 1 Voir Section 1	

Date of Solicitation – Date de la demande
Address inquiries to – Adresser toute demande de renseignement à : See Section 2, Article 4.1. Voir Section 2, Article 4.1
Destination See Section 2, Annex A. Voir Section 2, Annexe A.

Instructions:

Municipal taxes are not applicable.

Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadian funds including Canadian customs duties, excise taxes, must be FOB, including all delivery charges to destination(s) as indicated. The amount for Applicable Taxes is to be shown as a separate item.

Instructions:

Les taxes municipales ne s'appliquent pas.

Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être FAB, y compris tous frais de livraison à la (aux) destination(s) indiqué(s). Le montant des taxes applicables doit apparaître séparément.

Supplier Name and Address – Nom et adresse du fournisseur
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur
Name and title of person authorized to sign on behalf of supplier (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)
Signature : _____ Date : _____

(Instructions to Identified Users (IUs): Items in italic and blue are instructions and must be deleted prior to sending the RFB to suppliers.)

TABLE OF CONTENTS

Section 1 – Invitation and Instructions to Bidders

Section 2 – Resulting Contract including a list of required goods and services

SECTION 1 – INVITATION AND INSTRUCTIONS TO BIDDER

Terms of the RFB:

This RFB is issued pursuant to the Supplier's Office Seating Supply Arrangement (SA) that forms part of the series of SAs issued by Public Works and Government Services Canada (PWGSC) with the number E60PQ-120001/PQ. The terms and conditions in the Supplier's SA apply to and form part of this RFB. Bidders who submit a bid agree to be bound by those terms and conditions as well as the terms and conditions in this RFB.

(Instructions to IUs: Check the applicable box.)

Competitive or **Non-Competitive**

For Competitive Requirements:

The Bidder must provide the following information WITH the bid:

- The information requested by Canada in Annex A herein;

The Bidder must provide the following information AFTER bid closing, if requested to do so by Canada:

- One or more of the following price justifications:
 1. a current published price list indicating the percentage discount available to Canada; or
 2. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
 3. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
 4. any other supporting documentation as requested by Canada.

For Non-Competitive Requirements:

The Bidder must provide the following information WITH the bid:

- The information requested by Canada in Annex A herein;
- One or more of the following price justifications:
 1. a current published price list indicating the percentage discount available to Canada; or
 2. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
 3. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
 4. any other supporting documentation as requested by Canada.

(Instructions to IUs: Check the applicable box.)

General Stream

PSAB Stream

(Instruction to IUs: The following only applies to procurements for which Acquisitions Branch (AB) or Acquisitions Program (AP) of Public Works and Government Services Canada is the Contracting Authority.)

For PSAB procurement ONLY:

Canadian Content *(Only applicable if checked)*

The Supplier should propose conforming chair(s) denoted as "Canadian Content" in the Supplier's SA. Canada may preference all bids containing chair(s) with this designation.

(Instructions to IUs: The Security Requirement article below only applies if Section 2, article 2.1.b. is checked. IUs may modify the provisions of the sub-articles to correspond to their specific needs, if applicable.)

Security Requirement (The Security Requirement articles below are only applicable if Section 2, article 2.1.b. herein applies.)

The Bidder must provide the information at article 3. below at the time indicated in article 2.

1. Conditions
 - a. the Bidder must hold a valid organization security (VOS) clearance as indicated in Annex B;
 - b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Annex B.
2. The conditions in article 1 above must be met by the Bidder: *(Instruction to IUs: Check the applicable box)*
 - a. by the closing date of the bid;
 - b. before the award of a contract. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. Bidders are to supply the following information, as a minimum, to demonstrate compliance with the Security Requirement.
 - a. The Bidder's valid VOS clearance number issued by CISD;
 - b. The name of all individuals who will require access to classified or protected information, assets or sensitive work sites. It is desirable to also include their date of birth, their middle name, and their security clearance number issued by CISD.
4. For additional information on security requirements, bidders should refer to the **Canadian Industrial Security Directorate (CISD)**, Industrial Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

(Instruction to IUs: Complete this section if non-Government of Canada personnel will evaluate bids. Otherwise delete.)

Bid Evaluation (This article is only completed if non-Government of Canada personnel will evaluate bids.)

An evaluation team composed of representatives of Canada and _____ *(name of firm or consultant)*, will evaluate the bids.

RFB Issued to: <i>[The section "RFB Issued to:" is completed ONLY when the RFB is Tier 1. Delete this section if Tier 2 requirement..</i>	
Supplier Name and Address: (City, Province)	<i>[use address from Supplier's SA] [SA number starts with E60PQ-120001]</i>
Contact:	
- Name:	
- Telephone Number:	
- E-mail:	
- Facsimile Number:	

RFB Issued by:	
Identified User's (IU) Department/Agency/Crown Corporation: Contact for this RFB:	See Section 2, article 4.1 below.

RFB Closing - Submit Bid:	
Bids must be submitted to the Contracting Authority on the date and time, location, and in the format indicated below.	
By no later than date and time:	<i>[Date]</i> <i>[Time] [Time Zone]</i>
Format of Bid Submission <i>(Instructions to IUs: either or both options can be selected)</i>	<input type="checkbox"/> Hard Copy <input type="checkbox"/> Soft Copy
To physical location (if applicable) (Hard copy)	<i>[Building name, full civic address]</i>
To e-mail address (if applicable) (Soft copy)	<i>[Complete e-mail address]</i>
Additional Bid Submission option epost Connect service:	<u>NCR address ONLY:</u> <a href="mailto:tpsgc.dgareceptiondessoumissions-
abbidReceiving.pwgsc@tps-gc.gc.ca">tps-gc.dgareceptiondessoumissions- abbidReceiving.pwgsc@tps-gc.gc.ca

RFB Enquiries	
Unless a different period is listed in the adjacent column, Bidders may submit enquires about the RFB to the Contracting Authority until two business days prior to the RFB closing date. Enquiries received after the timeline indicated may not be answered.	_____ business days

SECTION 2 - RESULTING CONTRACT CLAUSES

1.	Terms and Conditions of the Contract	
	The terms and conditions of Parts 6A and 6C of the Supplier's SA within the series E60PQ-120001/PQ apply to and form part of this Contract.	
2. Security Requirement <i>(Instruction to IUs: Check the applicable box)</i>		
2.1	The applicable security requirement(s) is(are) set out in the Security Requirement Check List attached as Annex B of this contract, if applicable. The Contractor must fulfill the security requirements by meeting the terms below (the checked article applies).	
	a.	<input type="checkbox"/> Contractor may be escorted; possession of security clearance not required. <i>(Instruction to IUs: Use this clause when the contractor only requires an escort to perform the tasks of the contract)</i> Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.
	b.	<input type="checkbox"/> Possession of security clearance(s) is required. <i>(Instruction to IUs: Use this clause when the contractor requires a security clearance to perform the tasks of the contract)</i> The Contractor must meet the security clearance requirements contained in the clausing in Annex B herein.
	c.	<input type="checkbox"/> There is no security requirement associated with this contract. <i>(Instruction to IUs: Use this clause when the contractor does not require a security clearance nor an escort to perform the tasks of the contract)</i>
3. Requirement		
3.1	The Contractor must perform the Work listed in Annex A herein.	
4. Authorities		
4.1 Contracting Authority / Identified User		
	Name:	
	Title:	
	Department/Agency/Crown Corporation:	
	Address:	
	Telephone No.:	
	Facsimile No.:	
	E-mail address:	
4.2	Project Authority <i>[To be completed upon contract award]</i> <i>The Project Authority (PA) is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract.</i>	
	<i>In addition, the PA is also responsible for ensuring that the Supplier's employees and subcontractors requiring access to the site adhere to the allocated time for the Supplier to access the site to deliver and install the furniture in accordance with the master schedule held by the General Contractor (a representative of Canada or a service provider(s) under contract with the Government of Canada).</i>	
	Name:	
	Title:	
	Department/Agency/Crown Corporation:	
	Address:	
	Telephone No.:	
	Facsimile No.:	
	E-mail address:	
4.3 Contractor's Representative		
	As set out in Annex A, Table 9 below.	
5. Payment		

	Method of Payment <i>(Instruction to IUs: Check the applicable box)</i>
<input type="checkbox"/>	Single Payment
<input type="checkbox"/>	Multiple Payment
	If the Contractor's SA indicates acceptance for payment by credit card, that method may be used in conjunction with the above.
6.	Invoicing
	Further to the Invoicing terms of Annex E OSTCM, the Contractor will deliver the original and one copy of the invoice to the following address for certification and payment:
	Name of the organization and contact:
	Address:

ANNEX A
REQUIREMENT and BASIS OF PAYMENT

IU to complete: Section A of Tables 1,3,5; Section A of Tables 2,4,6 if optional quantities are required; and Table 7 in its entirety.

Bidder to complete: Section B of Tables 1,3,5; Section B of Tables 2,4,6 if applicable; Tables 8 and 9.

Instructions to IUs: For Tier 2 and 3 competitive requirements, Conforming Suppliers must acquire the bid solicitation document from GETS and IUs are not to identify the Conforming Suppliers in the solicitation or NPP.

In a resulting contract, the term "Bid" means the Supplier's commitment, the term "Bidder" means "Contractor".

1. Solicitation Selection

(IUs to check applicable box)

Canada may issue a single solicitation containing more than one GoCUID. Canada will assess bids and award contracts on:

- i. A per GoCUID basis (one GoCUID per table 1 - 9). If the supplier can satisfy the requirement in the bid solicitation, the supplier may submit a bid. Canada will award one contract per GoCUID listed in the solicitation to the lowest conforming supplier(s).

In the event the same supplier wins more than one GoCUID, Canada will issue a single contract containing multiple GoCUID's to the lowest conforming supplier.

OR

- ii. Combined GoCUIDs (multiple GoCUIDs per table 1 - 9). If the supplier can fully satisfy the combined requirement in the bid solicitation, the supplier may submit a bid. Canada will issue a single contract to the lowest conforming supplier offering all GoCUIDs forming part of table 1.

OR

- iii. A combination of i and ii above.

2. Sub-category Selection

The requirement includes the following sub-category(ies) of work *(IUs to check applicable box (es))*:

- Sub-Category 1 - Rotary Office**
 Sub-Category 2 - Rotary Conference
 Sub-Category 3 - Side Chair

Added Features Rule: Allows Identified Users (IUs) the opportunity to enhance a chair's features. Added features are applicable to pre-qualified product only, which provide a non-structural enhancement. Any added feature must have generic specifications.

It is the responsibility of the IU to justify any added feature in a RFB. Justification should be on file in order to

defend any complaints during the procurement process. Each added feature must be added by the IU in the bid solicitation (RFB or RFP). Examples include, but are not limited to, finishes, casters (i.e. chrome casters), and upholstery upgrades.

Non-Supply Arrangement (NSA) Rule – Allows Identified Users (IUs) the opportunity to purchase up to 30% NSA chairs of the total combined quantity of all sub-categories of chairs in this RFB . NSA chairs are chairs that do not form part of Annex B Product and Ceiling Price List of the Supply Arrangement.

NSA chairs must have generic technical specifications and dimensions, and must include tolerances and ranges. Each NSA chair must be added by the IU in the bid solicitation (RFB or RFP). Examples of NSA chairs include, but are not limited to, rotary task stools or intensive use chairs.

An example of 30% of the total combined quantity could be:

- 100 quantity of the Rotary Office Seating (sub-category)
- 50 quantity of the Rotary Conference (sub-category),
- Therefore: up to 45 NSA chairs could be procured within the same solicitation.

Should IUs require assistance or review of their NSA specifications, IU's can send an email including their specifications to TPSGC.PARCNAmobilier-APNCRFurniture.PWGSC@tpsgc-pwgsc.gc.ca for review by the Office Seating Technical Authority prior to solicitation. All NSA chairs are required to meet the associated ANSI/BIFMA testing for Office Seating. Generic Specifications are also found on the Office Seating Website.

*** FOR REQUIREMENTS WITH AN AWARD ON A PER GOCUID BASIS, ADJUST AS APPLICABLE****

Sub-Category: _____ (Add sub-category # - Tables 1-9 to be repeated for each GOCUID)

Table 1 – Product (Chairs) – GoCUID Item 1

Section A - IU REQUIREMENT			Section B – SUPPLIER'S BID		
#	Description	Qty	Supplier Model Number	Firm Unit Price** \$	Subtotal [Qty x Price] \$
1	<i>[Insert Type of Chair: Rotary Office or Rotary Conference or Side Chair] Insert Stream: General or PSAB</i>				
	<i>[Insert GoCUID #]</i>				
	<i>[Insert chair features from CST selection] Headrest: Backrest Height: Lumbar Support Armrests: Seat Depth Seat and Backrest Locks Tilt Mechanism Upholstery</i>				
	<i>[Insert Caster Type * : for carpeted floors or hard surface floors] Added Features (to be added Before solicitation)</i>				
*Not applicable for side chairs ** Must not exceed ceiling prices for chair models in SA. Added Features may be priced above ceiling prices.					
			Subtotal	\$	

Table 2 – Optional Product (chairs) Not Applicable
If applicable, copy/paste/modify from table 1.

Section A - IU REQUIREMENT					Section B – SUPPLIER'S BID		
Product Item # from Table 1	Location	Qty	Desired Date (YY/MM/DD)	Desired Time: *	Supplier will deliver on the date and at the time below**	Firm Price \$	Subtotal [Qty x Price] \$
1	<i>[Building, Floor, civic address, etc.]</i>		<i>[YY-MM-DD]</i>	<i>[Normal] or [Outside Normal] Business Hours</i>	<i>(Y-M-D) (Time)</i>		

<p>*Normal Business Hours are 8:00 – 17:00, as per SA, Annex A, article 5. **If no dates and times are added by the Supplier, the Supplier agrees to deliver on the Desired Date and Time.</p> <p>Supplier and Project Authority to coordinate before ordering and coordination purposes.</p>	<p>Subtotal for Deliveries: \$</p>
--	------------------------------------

Table 3 – Delivery GoCUID Item 1

Table 4 – Optional Delivery Not Applicable
If applicable, copy/paste/modify from table 3.

Table 5 – Installation GoCUID Item 1

Section A - IU REQUIREMENT					Section B – SUPPLIER’S BID		
Product Item # from Table 1	Location	Qty	Desired Date (YY/MM/DD)	Desired Time: *	Supplier will install on the date and at the time below*	Firm Price \$	Subtotal [Qty x Price] \$
1	[Building, Floor, civic address, etc.]		[YY-MM-DD]	[Normal] or [Outside Normal] Business Hours	(Y-M-D) (Time)		
**If no dates and times are added by the Supplier, the Supplier agrees to install on the Desired Date and Time. *Normal Business Hours are 8:00 – 17:00, as per SA, Annex A, article 5. Supplier and Project Authority to coordinate before ordering and coordination purposes.					Subtotal for Installations:		\$

Table 6 – Optional Installation Not Applicable
If applicable, copy/paste/modify from table 5.

Table 7 – Associated Aspects GoCUID Item 1

1.	Upholstering Colour
1.1	<p>For each of the chairs listed above, within five business days of the award of Contract, the Contractor must provide to the Contracting Authority or Project Authority, information describing all of the upholstery names and colours available within the colour category specified for each chair. The descriptive information is to be in the form of coloured samples or documentation showing the true colours.</p> <p>Within five business days of receipt of all descriptive information, the Contracting Authority or Project Authority will provide the Contractor with a written notice of Canada’s colour choices for each of the chairs listed in this RFB</p> <p>The Contractor will deliver the chairs corresponding to Canada’s choice of specific colour(s) within the colour</p>

	category. No additional charge will be applied to Canada.	
2.	Canada's Facilities to Accommodate the Delivery	
2.1	Loading Dock/Location	
	A	Location <i>[address]</i>
	B	Dock <i>[For non-standard size, if applicable]</i>
	C	Lift <i>[Exists or does not exist]</i> <i>[weight capacity, e.g. ½ ton maximum]</i> <i>[Size – W x D]</i>
	D	Door <i>[Size - H x W]</i>
2.2	Freight Elevator	<i>[Location]</i>
2.3	Other (specify, if any)	
3.	Continuance of Certifications	
	The Bidder certifies that by submitting a bid in response to the RFB, the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, continues to comply with all of the certifications listed in Parts 6A and 6B of the Bidder's SA for Office Seating, as follows:	
3.1	Integrity Provisions	
3.2	Federal Contractor's Program for Employment Equity	
3.3	Green Chair Recognition Product Conformance (Applies only to Bidders whose proposed chair(s) are denoted in the SA with this recognition)	
3.4	Product Conformance	
3.5	Price Certification (In accordance with the SA, Annex E OSTCM)	

Table 8 - Bid Evaluation and Contract Total (Canada may complete if not completed by the Bidder)
GoCUID Item 1

	Product Total Item 1 <i>(adjust as required)</i>	\$
	Optional Product Total <i>(remove line if not required)</i>	
	Delivery Item 1 <i>(adjust as required)</i>	\$
	Optional Delivery Total <i>(remove line if not required)</i>	
	Installation Item 1 <i>(adjust as required)</i>	\$
	Optional Installation Total <i>(remove line if not required)</i>	
	Subtotal (Bid) Price*	\$
	Applicable Tax(es):	\$
	Estimated Total Contract Amount	\$

*At contract award, "Total Evaluated (Bid) Price" becomes "Contract Price".

Table 9 – Bidder's Authorized Representative

1.	Bidder's Authorized Representative for the Bid and the Contract	
	Name:	Telephone:
		Facsimile:
		E-Mail:
		Other:

*****FOR REQUIREMENTS WITH AN AWARD ON A COMBINED GOCUID BASIS, ADJUST AS APPLICABLE*****

Sub-Category(ies): _____ (Add sub-category #(s) – One set of Tables 1-9 to be completed)

Table 1 – Product (Chairs) - GoCUID Item 1 & 2

Section A - IU REQUIREMENT			Section B – SUPPLIER'S BID		
#	Description	Qty	Supplier Model Number	Firm Unit Price** \$	Extended Total [Qty x Price] \$
1	<i>[Insert Chair sub-category: Rotary Office or Rotary Conference or Side Chair] Insert Stream: General or PSAB [Insert GoCUID #]</i>				
	<i>[Insert chair features from CST selection] Headrest: Backrest Height: Lumbar Support Armrests: Seat Depth Seat and Backrest Locks Tilt Mechanism Upholstery</i>				
	<i>[Insert Caster Type * : for carpeted floors or hard surface floors]</i>				
	<i>Added Features (to be added Before solicitation)</i>				
2	<i>[Insert Chair sub-category: Rotary Office or Rotary Conference or Side Chair] Insert Stream: General or PSAB [Insert GoCUID #]</i>				
	<i>[Insert chair features from CST selection] Headrest: Backrest Height: Lumbar Support Armrests: Seat Depth Seat and Backrest Locks Tilt Mechanism Upholstery</i>				
	<i>[Insert Caster Type * for carpeted floors or hard surface floors]</i>				
	<i>Added Features (to be added Before solicitation)</i>				
				Subtotal	\$
<p>*Not applicable for side chairs ** Must not exceed ceiling prices for chair models in SA. Added Features may be priced above ceiling prices. <i>(Instruction to IUs: Add/remove rows as needed)</i></p>					

Table 2 – Optional Product (chairs) GoCUID Item 1 & 2
 If applicable, copy/paste/modify from table 1.

Not Applicable

Table 3 – Delivery GoCUID Item 1 & 2

Section A - IU REQUIREMENT					Section B – SUPPLIER’S BID		
Product Item # from Table 1	Location	Qty	Desired Date (YY/MM/DD)	Desired Time: *	Supplier will deliver on the date and at the time below**	Firm Price \$	Extended Total (Qty x Price) \$
1	[Building, Floor, civic address, etc.]		[YY-MM-DD]	[Normal] or [Outside Normal] Business Hours	(Y-M-D) (Time)		
2	[Building, Floor, civic address, etc.]		[YY-MM-DD]	[Normal] or [Outside Normal] Business Hours	(Y-M-D) (Time)		
*Normal Business Hours are 8:00 – 17:00, as per SA, Annex A, article 5. **If no dates and times are added by the Supplier, the Supplier agrees to deliver on the Desired Date and Time. (Instruction to IUs: Add/remove rows as needed)					Subtotal for Deliveries:		\$

Table 4 – Optional Delivery GoCUID Item 1 & 2
 If applicable, copy/paste/modify from table 3.

Not Applicable

Table 5 – Installation GoCUID Item 1 & 2

Section A - IU REQUIREMENT					Section B – SUPPLIER’S BID		
Product Item # from Table 1	Location	Qty	Desired Date (YY/MM/DD)	Desired Time: *	Supplier will install on the date and at the time below*	Firm Price \$	Extended Total (Qty x Price) \$
1	[Building, Floor, civic address, etc.]		[YY-MM-DD]	[Normal] or [Outside Normal] Business Hours	(Y-M-D) (Time)		

2	[Building, Floor, civic address, etc.]		[YY-MM-DD]	[Normal] or [Outside Normal] Business Hours	(Y-M-D) (Time)		
<p>**If no dates and times are added by the Supplier, the Supplier agrees to install on the Desired Date and Time. *Normal Business Hours are 8:00 – 17:00, as per SA, Annex A, article 5. (Instruction to IUs: Add/remove rows as needed)</p>				Subtotal for Installations:		\$	

Table 6 – Optional Installation Not Applicable
If applicable, copy/paste/modify from table 5.

Table 7 – Associated Aspects **GoCUID Item 1 & 2**

1.	Upholstering Colour	
	For each of the chairs listed above, within five business days of the award of Contract, the Contractor must provide to the Contracting Authority or Project Authority, information describing all of the upholstery names and colours available within the colour category specified for each chair. The descriptive information is to be in the form of coloured samples or documentation showing the true colours.	
1.1	Within five business days of receipt of all descriptive information, the Contracting Authority or Project Authority will provide the Contractor with a written notice of Canada's colour choices for each of the chairs listed in Annex A.	
	The Contractor will deliver the chairs corresponding to Canada's choice of specific colour(s) within the colour category. No additional charge will be applied to Canada.	
2.	Canada's Facilities to Accommodate the Delivery	
	Loading Dock/Location	
2.1	A	Location [address]
	B	Dock [For non-standard size, if applicable]
	C	Lift [Exists or does not exist] [weight capacity, e.g. ½ ton maximum] [Size – W x D]
	D	Door [Size - H x W]
2.2	Freight Elevator	[Location]
2.3	Other (specify, if any)	
3.	Continuance of Certifications	
	The Bidder certifies that by submitting a bid in response to the RFB, the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, continues to comply with all of the certifications listed in Parts 6A and 6B of the Bidder's SA for Office Seating, as follows:	
3.1	Integrity Provisions	
3.2	Federal Contractor's Program for Employment Equity	
3.3	Green Chair Recognition Product Conformance (Applies only to Bidders whose proposed chair(s) are denoted in the SA with this recognition)	
3.4	Product Conformance	
3.5	Price Certification (In accordance with the SA, Annex E OSTCM)	

Table 8 - Bid Evaluation and Contract Total (Canada may complete if not completed by the Bidder) GoCUID Item 1 & 2

Table 1	Product GoCUID 1 <i>(adjust as required)</i>	\$
Table 1	Product GoCUID 2	\$
Table 2	Optional Product <i>(remove line if not required)</i>	\$
Table 3	Delivery GoCUID 1	\$
Table 3	Delivery GoCUID 2	\$
Table 4	Optional Delivery Total	\$
Table 5	Installation GoCUID 1	\$
Table 5	Installation GoCUID 2	\$
Table 6	Optional Installation Total (Table 6)	\$
	Total Evaluated (Bid) Price	\$
	Applicable Tax(es):	\$
	Estimated Total Contract Amount (7+8):	\$

*At contract award, "Total Evaluated (Bid) Price" becomes "Contract Price".

(Instruction to IUs: Add/remove rows as needed)

Table 9 – Bidder’s Authorized Representative GoCUID Item 1 & 2

Bidder’s Authorized Representative for the Bid and the Contract		
Name:	Telephone:	
	Facsimile:	
	E-Mail:	
	Other:	
Supplier PBN :		

Add a set of tables 1-9 for NSA item(s) below or Delete if not required.

Table 1 – Product (NSA Chairs) – NSA Item 1

<p>Non-SA (NSA) products forming part of this requirement not to exceed 30% of the combined firm quantity total of product(s) in this RFB. To bid on NSA chairs, a Supply Arrangement holder must also bid on a GoCUID above.</p> <p>The Supply Arrangement Holder signs, and certifies that all the NSA products offered will conform to all specifications and meet the testing requirements detailed at Annex E.</p>					
#	NON-SA Product(s)	Qty	Supplier Part Number	Firm Unit Price** \$	Subtotal [Qty x Price] \$
1					
				Subtotal	\$

Table 2 – Optional Product (chairs) Not Applicable
 If applicable, copy/paste/modify from table 1.

CONTRACT FIRST PAGE

IU may use this page as page one at contract award. Attach Section 2 of the RFB including Annex A and, if applicable Annex B and C.



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

PURCHASING OFFICE - BUREAU DES ACHATS

CONTRACT – CONTRAT

Use “Canada accepts your bid” when you issued an RFB document, with Sections 1 and 2 completed, and the bidder has submitted a bid document.

Canada accepts your bid to provide to Canada the goods, services or both described in the Contract in accordance with the conditions and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les biens, services ou les deux décrits dans le contrat conformément aux conditions et aux prix prévus au contrat.

Use “You are Requested” when you conducted a verbal solicitation, did not sent a RFB document to the bidder with Section 2 completed, and you did not review terms and conditions of Section 2 with the bidder

You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Nous vous demandons de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Supplier to sign for a “You are Requested” contract only.

The vendor hereby accepts this contract Le fournisseur accepte le présent contrat	
Name, title of person authorized to sign (type or print) Nom et titre du signataire autorisé (caractère d'impression)	
Signature	Date

File No. – N° de dossier	
Date of Contract – Date du Contrat	
Contract No. - N° du contrat	Amendment No. - N° de modification
Client Reference No. (optional) - N° du référence du client (facultatif)	
Financial Code(s) – Code(s) financier(s)	
Duty - Droits <input checked="" type="checkbox"/> Included Inclus <input type="checkbox"/> Excluded En sus	GST - TPS/ HST – TVH <input checked="" type="checkbox"/> Included Inclus <input type="checkbox"/> Excluded En sus
FOB – FAB DESTINATION	
Destination See Section 2, Annex A. Voir Section 2, Annexe A.	
Invoices - Original and two copies must be completed and sent to: Factures – L’original et deux copies doivent être remplis et envoyés à : See Section 2, Article 6. Voir Section 2, Article 6.	
Address inquiries to : - Adresser toute demande de renseignements à : See Section 2, Article 4.1. Voir Section 2, Article 4.1.	
Area Code and Telephone No. Code régional et N° de téléphone	Facsimile No. N° de télécopieur
Total estimated cost – Coût total estimatif	
For the Minister – Pour le Ministre	

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

PWGSC-TPSGC 9400-4 (11/2008) modified by Furniture Division July 20



**ANNEX B
SECURITY REQUIREMENTS**

Instructions to IU:

- *If Section 2 of the contract, article 2.1.a is selected, use clause A below.*
- *If Section 2 of the contract, article 2.1.b is selected, use clause B below.*
- *If Section 2 of the contract, article 2.1.c is selected, delete this Annex.*

A. The security requirements set out in the attached Security Requirements Check List (SRCL) apply to and form part of the Contract.

IU to attach the SRCL

B. The security requirements set out in the attached Security Requirements Check List (SRCL) and the terms below apply to and form part of the Contract.

IU to insert the contract clauses provided by CISD and attach the SRCL

**ANNEX C
NON SUPPLY ARRANGEMENT (NSA) PRODUCTS**

This Annex includes the additional Specifications, Certifications associated with NSA products forming part of the requirement.

1. Specifications

IU to include, if applicable, additional information about the generic specifications at Annex A such as testing and performance requirements, finishes...

-
-

Products not available under the Supply Arrangement (SA) must have generic specifications and the dimensions must include the necessary tolerances and ranges. Identified Users should not use a manufacturer's brochure or specifications in their solicitation documents.

2. Certification

NSA Product Conformance *(Required precedent to Issuance of a contract)*

The Supplier certifies that all the NSA products offered will conform to all specifications indicated in Annex A and E of the RFB, and meets the testing and performance requirements found at ANNEX A-1.1 and A-1.2 of the Supply Arrangement, as applicable.

Supplier's Signature

Date

NSA Product Conformance Certification *(applies after contract award)*

The Supplier warrants that the NSA Product Conformance Certification submitted by the Supplier with its bid is accurate and complete. The Supplier must keep proper records and documentation relating to the NSA product conformance and the testing requirements in this Annex, as applicable. 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 and E. The Supplier must forward such test pieces, samples and/or documentation that may also include letters of certification from the laboratories to such person or location as the representatives of the SAA specifies.

Solicitation No. - N° de l'invitation
E60PQ-120001
Client Ref. No. - N° de réf. du client
E60PQ-120001

Amd. No. - N° de la modif.
File No. - N° du dossier
pq993 E60PQ-120001

Buyer ID - Id de l'acheteur
pq993
CCC No./N° CCC - FMS No./N° VME

ANNEX G

SUPPLY ARRANGEMENT REPORTING TEMPLATE

Solicitation No. - N° de l'invitation
E60PQ-120001
Client Ref. No. - N° de réf. du client
E60PQ-120001

Amd. No. - N° de la modif.
File No. - N° du dossier
pq993 E60PQ-120001

Buyer ID - Id de l'acheteur
pq993
CCC No./N° CCC - FMS No./N° VME

ANNEX H

PRE-QUALIFIED SUPPLIERS/ADDITION OF PRODUCT FORM

This form can only be used if you currently have an SA for the sub-category you want to add products to.

1. Complete the table below with Supply Arrangement (SA) information and also with the RFB information for which you want to propose these products for:

SA #: E60PQ-120001/___/PQ	Date:
Supplier Name/Address:	
e-mail address:	
RFB#	
Contracting Authority Contact:	
e-mail address:	
Letter of Authorization: <input type="checkbox"/> On file (submitted with SA submission) <input type="checkbox"/> Attached	

2. Complete the table below for products you request to add to your current SA. Pre-qualified suppliers must submit the form to the SAA before closing of the solicitation in order for products to be evaluated and product addition be endorsed.

Sub-Category	Series	Model #	**Manufacturer	*SA Ceiling Price

***Ceiling price:** insert the ceiling price of product you request to include in your current SA. This is not the bid price, bid price is to be included in the RFB tables.

Only one (1) **Manufacturer (multiple series) of products is permissible per line item (GoCUID). Pre-qualified suppliers may only request to add a manufacturer for GoCUID's for which they do not already have an approved manufacturer.

3. Product Conformance

The Supplier certifies that all the products offered will conform to all specifications indicated in Annex A and the RFB, and meet the testing and performance requirements found at ANNEX A of the Supply Arrangement, as applicable. **Must be signed by the authorized SA holder official representative listed in the SA at 6A.11 Supplier Information.**

Supplier/SA Holder Signature

Date

4. Submit the completed form to: TPSGC.PARCNAmobilier-APNCRFurniture.PWGSC@tpsgc-pwgsc.gc.ca

PSPC use only (below):

<input type="checkbox"/> Endorsed	AB approved by:
<input type="checkbox"/> Declined Rationale:	Date/ Signature:

This certifies that SA holder: _____/E60PQ-120001/___/PQ is authorized to sell the products above, under the terms and conditions of the Supply Arrangement and this document can be used for future requirements for the products stated in the table at article 1 herein as proof of product compliance.

Refer to PART 6A of the Supply Arrangement for further information on the On-going Opportunity for Qualification.