



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
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Place du Portage, Phase III  
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Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

**Request For Supply Arrangement -  
Demande pour un arrangement en  
matière d'approvisionnement**

Offer to: Department of Public Works and Government Services  
We hereby offer to provide to Canada, as represented by the Minister  
of Public Works and Government Services, in accordance with the  
terms and conditions set out herein or attached hereto, the goods,  
services, and construction detailed herein and on any attached sheets.

Offre au: Ministère des Travaux publics et des Services  
gouvernementaux

Nous offrons par la présente de fournir au Canada, représenté par le  
ministre des Travaux publics et des Services gouvernementaux, aux  
conditions énoncées ou incluses par référence dans la présente et  
aux annexes ci-jointes, les biens, services et construction énumérés  
ici et sur toute feuille ci-annexée.

**Comments - Commentaires**

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

Herman Miller Canada, Inc.  
462 Wellington Street West, Suite 400  
Toronto, ON M5V 1E3  
Business # 895928638PG0001


**Issuing Office - Bureau de distribution**

Furniture Division/Division des ameublements  
L'Esplanade Laurier,  
East Tower 7th Floor  
Tour est 7<sup>e</sup> étage,  
140 O'Connor, Street,  
140 O'Connor, rue O'Connor,  
Ottawa  
Ontario  
K1A 0R5

<b>Title - Sujet</b> Fauteuils de Bureau/OFFICE SEATING	
<b>Solicitation No. - N° de l'invitation</b> E60PQ-120001/H	<b>Date</b> 2022-08-31
<b>Client Reference No. - N° de référence du client</b> E60PQ-120001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$PQ-993-77809
<b>File No. - N° de dossier</b> pq993.E60PQ-120001	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2027-04-14</b>	
<b>Time Zone</b> Fuseau horaire Eastern Standard Time EST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Racette(pq993), Christopher	<b>Buyer Id - Id de l'acheteur</b> pq993
<b>Telephone No. - N° de téléphone</b> (819)664-1606 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> This request for a Supply Arrangement does not include provisions for security. Cette Demande pour un arrangement ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
Herman Miller Canada, Inc. 462 Wellington Street West, Suite 400 Toronto, ON M5V 1E3 Business # 895928638PG0001	
<b>Telephone No. - N° de téléphone: 416-366-3300</b> <b>Facsimile No. - N° de télécopieur: 416-366-2100</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
	2022-08-05
<b>Signature</b>	<b>Date</b>

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

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

Buyer ID - Id de l'acheteur  
CCC No./N° CCC - FMS No./N° VME  
June 2022

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

**2022 - 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 Specifications for Office Seating,
- Annex B Office Seating Product and Pricing
- Annex C Reporting Template
- Annex D Supply Arrangement Deliverables
- Annex E Pre-Qualified Supplier/Addition of Product form

The Appendices include

- Appendix A Work Coverage

## 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 on an "as and when requested" basis.

1.2.2 The RFSA covers two procurement streams:

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

**PSIB Stream:** Indigenous suppliers as defined under the Procurement Strategy for Indigenous Business (PSIB). Suppliers must be able to provide the goods and services either across Canada (nationally) ) or across one or multiple region(s) of Canada, except where Comprehensive Land Claim Agreements apply.

1.2.3 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.

PSIB suppliers can submit bids/quotes/offers on General Stream procurements.

1.2.4 Office Seating (OS) is comprised of the following two sub-categories:  
1. Rotary chairs and stools  
2. Side chairs

Suppliers will be issued no more than one Supply Arrangement containing any combination of the sub-categories above.

1.2.5 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.

1.2.6 This RFSA requires bidders to complete and transmit electronically using the Government of Canada's new Electronic Procurement Solution, CanadaBuys (SAP Ariba). This tool opens up an exciting range of possibilities to do business with the Government of Canada

## 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**

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

*SACC Manual* clause A3050T (2020-07-01) Canadian Content Definition.

#### **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.

## **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](#) (2022-03-29) 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:

- subsection 2.e is deleted entirely and replaced with the following: "ensure that the Supplier's name, return address and procurement business number, RFSA number, and RFSA closing date and time are clearly visible on the arrangement; and"
- At subsection 4  
Delete: sixty (60) days  
Insert: two hundred (180) days

### **2.2 Submission of Arrangements**

Arrangements must be submitted only through CanadaBuys (SAP Ariba) by the date, time and place indicated in the RFSA."

Note: Arrangements will not be accepted if emailed directly to this email address.

### **2.3 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.

### **2.4 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.

## 2.5 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.

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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

### **3.1 Arrangement Preparation Instructions**

All of the information related to this RFSA is contained within the Sourcing Event in SAP Ariba. Steps to submit a proposal are as follows:

1. Prior to submitting an arrangement, suppliers should read the details and requirements in this RFSA.
2. To submit an arrangement, suppliers need to read and accept the agreement and respond to any prerequisite questions (if applicable).
3. To submit an arrangement, suppliers must view the RFSA and proceed to complete the requisite sections. Once suppliers have completed all that is required, attached supporting documentation (if applicable) and are ready to officially submit their arrangement, they must click **“Submit Entire Response”** followed by **“OK”**. Ensure that all required fields, marked with a red asterisk (\*), are completed before submitting an arrangement. Suppliers may resubmit a corrected or updated submission at any point up to the RFSA first phase of evaluations.

**Note:** There is an Excel import functionality (**“Excel Import”**) in SAP Ariba, however PSPC **does not** support its use and highly recommends completing the bid directly in Ariba.

- The arrangement must be gathered per section and separated as follows:

Section I: Technical and Financial Arrangement  
Section II: Certifications -  
Section III: Additional Information

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.

#### **Section I: Technical and Financial Arrangement**

Suppliers must submit the technical and financial arrangement in accordance with the Mandatory Technical and Financial Criteria in Part 4.

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: Certifications**

Suppliers must submit the certifications required under Part 5.

#### **Section III: 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

	<b>Mandatory Technical Criteria</b>
<b>MTC 1</b>	<p><u>Product Offering</u></p> <p>The Supplier must complete and submit the Office Seating Product and Pricing Discount Table at Annex B-1 of this RFSA. Suppliers may offer multiple Series and Manufacturers.</p> <p>To demonstrate compliance, the Supplier must complete and submit Annex B-1 Office Seating Product and Pricing Discount Table by:</p> <ol style="list-style-type: none"> <li>1. Adding Manufacturer name, Series name, Catalogue Name and Date for each series of chairs offered;</li> <li>2. Add ANSI/BIFMA level and certification</li> <li>3. indicate if the series meets Canadian Content.</li> </ol> <p>The Supplier must complete Annex B-1 and submit it with their arrangement electronically through CanadaBuys (SAP Ariba). Any media submitted must be readable by the SAA. Do not alter any Government of Canada information, coding or formatting in the application.</p>
<b>MTC 2</b>	<p><u>Authorized Dealer as a Supply Arrangement Holder</u></p> <p>If the Supplier is not the manufacturer of the chairs offered but is submitting an arrangement offering the series of a manufacturer(s), the Supplier must:</p> <ol style="list-style-type: none"> <li>i. be an authorized dealer of the manufacturer(s) for the series offered;</li> <li>ii. submit a letter of authorization from each manufacturer whose products are being offered. The letter must:             <ol style="list-style-type: none"> <li>a. be an original version signed by the manufacturer and be under the letterhead of the manufacturer;</li> <li>b. list the series name offered;</li> <li>c. confirm that the Supplier is in fact an authorized dealer for the series specified in the letter.</li> <li>d. must have sign-off by a Registered Professional Engineer (PE) that oversees the testing and production.</li> </ol> </li> </ol>

<b>MTC 3</b>	<p><u>Work Coverage – Regional or National (covering one or multiple regions across Canada excluding areas subject to CLCAs)</u></p> <p>This criterion applies to all General and PSIB Suppliers.</p> <p>For all products offered, the Supplier must perform the Work in all the region(s) identified by the Supplier in Table 1 section Supplier's Work Coverage - Regional or National Coverage of Part 6A.14.</p> <p>To demonstrate compliance, the supplier must complete and submit Appendix A - Work Coverage. These completed tables must be provided electronically through CanadaBuys (SAP Ariba) that must be readable and editable by the SAA</p>
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#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

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

<b>Mandatory Financial Criterion (MFC)</b>	
<b>MFC 1</b>	<p>The supplier must offer a minimum discount off the Catalogue for each series of chairs offered.</p> <p>Each minimum discount must comply with the following:</p> <ol style="list-style-type: none"> <li>a. be a Canadian rate (%);</li> <li>b. be valid for the period listed in Part 6A, article 4 from the issuance of the SA; and</li> <li>c. excludes product delivery and product installation charges and all Applicable Tax(es).</li> </ol> <p>To demonstrate compliance, the Supplier must complete and submit Office Seating Product and Pricing Discount Table at Annex B-1 by:</p> <ol style="list-style-type: none"> <li>1. Adding a minimum discount off the price list for each series of chairs offered; and</li> <li>2. The Supplier must complete Annex B-1 and submit it with their arrangement electronically through CanadaBuys (SAP Ariba). Any media submitted must be readable by the SAA.</li> </ol>

#### 4.2 Basis of Selection

- a) An arrangement must comply with the requirements of the RFSA and meet all mandatory technical, 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.

## 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.

### 5.2 Additional Certifications Required with the Arrangement

#### 5.2.1 Set-aside for Indigenous Business

1. This procurement is set aside under the federal government's PSIB, as detailed in Annex 9.40 Requirements for the Set-aside Program for Indigenous Business, 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 Indigenous 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 Indigenous businesses or a joint venture between an Indigenous business and a non- Indigenous business.
4. The Supplier must check one applicable box below:  
 The Indigenous business has fewer than six full-time employees.  
 The Indigenous 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.

### 5.2.2 Owner/Employee Certification - Set-aside for Indigenous Business (Indigenous Suppliers only)

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

1. I am \_\_\_\_\_ (*insert "an owner" and/or "a full-time employee"*) of \_\_\_\_\_ (*insert name of business*), and an Indigenous person, as defined in [Annex 9.40](#) of the *Supply Manual*, entitled "Requirements for the Set-aside Program for Indigenous 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

### 5.2.3 Canadian Content Certification

1. SACC Manual clause A3050T (2020-07-01) - Canadian Content Definition
2. Bid solicitations set-aside under the PSIB 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. Aboriginal 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 products offered are required to meet the Canadian Content Definition. For example, if the arrangement includes three series, the supplier could offer a single series and it is this series that the supplier would bid in response to the bid solicitation during the period of the SA.
5. For each series 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 series of the arrangement as not meeting the Canadian Content Definition and the supplier cannot bid this (these) series 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 Annex B-1 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.

### 5.3 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.

#### 5.3.1 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.

#### 5.3.2 Product Conformance

In response to the RFSA, all products offered through the Supply Arrangement are required to conform to all specifications and meet the testing requirements detailed in Annex A. Compliance to all testing and certifications must be verified and signed-off by a Registered Professional Engineer (PE) that oversees the testing and production. Proof of Professional Licence may be requested. Authorized dealers must obtain the compliance signatures from each OEM within the letter of authorization. The OEMs that submit for SA are also required to provide proof of compliance.

John Norton  
Director of Global Product Performance  
Suppliers Signature

01-SEP-2022  
Date

### 5.4 Additional Information

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

#### 5.4.1 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: Jamie Stewart  
Title: Client Development Executive  
Telephone No: 416 550 2339  
Email: Jamie\_Stewart@hermanmiller.com

##### 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: Terri Von Zuben-Simone  
Title: Manager, Contracts & Sales Administration  
Telephone No: 905 334 6364  
Email: Terri\_VonZuben@hermanmiller.com

**Suppliers Website Address:** <http://www.hmcsupplyarrangement.com/home.html>

##### Supplier's Official Language

The Supplier's preferred official language for receiving bid solicitations/Requests for Bids (RFB) pursuant to the resulting Supply Arrangements. Supplier must place a mark or an "X" in their choice below.

French: \_\_\_\_\_ / English:  X

#### 5.4.2 Payment by Credit Card

Canada requests that supplier complete one of the following:

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.



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

### **6A SUPPLY ARRANGEMENT (SA)**

The Supply Arrangement covers the Work described in the Requirement in the individual solicitations and resulting contracts under the SA.

#### **6A.1 PSIB / GENERAL Stream**

This is a \_\_\_\_\_ stream supply arrangement.

PSIB suppliers can submit bids/quotes/offers on General Stream procurements.

#### **6A.2 Key Terms**

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

**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 the national capital region. The Supply Arrangement Authority forms part of AB.

**Acquisitions Program (AP):** Program delivered by Public Works and Government Services Canada as the common service provider for procurement by the Acquisitions Branch and Regional Offices.

**Conforming Supplier(s):** Supplier(s) with an SA that meet the Identified User's (IU's) requirements.

**Minimum percentage discount:** a discount off the published catalogue provided by the supplier. The minimum price discount is the minimum discount the supplier will offer and can be increased.

#### **6A.3 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.4 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.4.1 General Conditions

2020 (2020-07-01) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

Section 05- Modifications 2020 (2020-07-01) - General Conditions - Supply Arrangements - Goods or Services: Canada further reserves the right to modify the SA as follows:

- (a) Canada may modify the SA to permit additional products or services.
- (b) Minimum percentage discount – Modification Opportunity
  - i) The Supplier's minimum percentage discount set out in Annex B will remain in effect for a 24 month period. At that time, the SAA will offer the Supplier the choice of holding or modifying the amount of its minimum percentage discount for the next 24-month period. This cycle will be repeated during the life of the SA.
  - ii) Under the minimum percentage discount modification opportunity, if an existing Supplier chooses not to revise its minimum percentage discount, 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) Series - Modification Opportunity

Under the 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. The series – modification opportunity will follow the “Ongoing Opportunity for Qualification Schedule” set out below.
- (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 any resulting solicitation under this Supply Arrangement.

#### 6A.4.2 On-going Opportunity for Qualification

A Notice will be posted on the Government Electronic Tendering Service (GETS) to allow new Suppliers to become qualified. Existing qualified Suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement to add new series of products.

##### Addition of product offering

Addition of product offering is an accelerated process to pre-qualify series efficiently in order to allow SA holders to bid on solicitations and offer products currently not on their approved product listing. The Supplier must hold an SA otherwise standard procedures for submitting an arrangement in the Request for Supply Arrangement posted on Buy and Sell must be followed.

Existing qualified suppliers must complete form – PRE-QUALIFIED SUPPLIERS / ADDITION OF SERIES attached at Annex E and submit to the SAA. If approved, existing qualified suppliers must include the endorsed Annex E with quotes or bids as proof until the products are added into the supplier's respective product listing.

All additions must meet the requirements of the Supply Arrangement. By submitting additional products, the supplier confirms that the products offered will conform and continue to conform as per the certifications detailed at article 6A.9.

#### Discontinued product series

Should a product series be discontinued, the SA holder will submit in writing to the Supply Arrangement Authority, a letter from the manufacture containing the name of series that is/are discontinued, and the date the product has been discontinued. Once the letter is received by the SA Authority, the series will be removed from the product listing of the SA holder.

### **6A.4.3 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 C 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](mailto: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.5 Term of Supply Arrangement**

#### **6A.5.1 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.5.2 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.5.3 Delivery Points**

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

### **6A.6 Authorities**

#### **6A.6.1 Supply Arrangement Authority**

The Supply Arrangement Authority is:

The Supply Arrangement Authorities are:

Name: Helen Vlahos  
Title: Supply Specialist  
Public Works and Government Services Canada/Acquisitions Branch  
Address: 140 O'Connor Street Ottawa, On K2P 2H6  
Telephone: 613-220-8951  
E-mail address: [helen.vlahos@tpsgc-pwgsc.gc.ca](mailto:helen.vlahos@tpsgc-pwgsc.gc.ca)

#### **AND**

Name: Paul Kavanagh  
Title: Supply Specialist  
Public Works and Government Services Canada/Acquisitions Branch  
Address: 140 O'Connor Street Ottawa, On K2P 2H6  
Telephone: 819-639-5193  
E-mail address: [paul.kavanagh@tpsgc-pwgsc.gc.ca](mailto:paul.kavanagh@tpsgc-pwgsc.gc.ca)

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

#### **6A.6.2 Supplier's Representative**

See Section 6A.11 of Part 6A

### **6A.7 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.8 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 (2020-07-01), General Conditions - Supply Arrangement - Goods or Services
- c) Annex A, Specifications - Office Seating
- d) Annex B, Office Seating Product and Pricing;
- e) Annex C, Reporting Template
- f) Annex D, Supply Arrangement Deliverables
- g) Annex E, Pre-Qualified Supplier/Addition of Product form
- h) Appendix A , Work Coverage
- i) The Supplier's arrangement dated \_\_\_\_\_. (*insert date of arrangement*)

## 6A.9 Certifications and Additional Information

### 6A.9.1 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.9.2 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. 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 each solicitation document for NSA products if applicable.

### **6A.9.3 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.9.4 PSIB – Certificate of Compliance**

*This clause does not apply to General Stream Suppliers.*

This clause applies to Indigenous Business Suppliers who submitted a duly completed Set-Aside for Indigenous 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 Indigenous 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.9.5 Canadian Content**

*This clause only applies to suppliers offering products meeting the Canadian Content Certification Definition.*

This clause applies to 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.10 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.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 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)

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

Regional Definitions table	
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 Supplier's Work Coverage (Contact Information by Region)

The Supplier must complete and maintain Appendix A Work Coverage on its web site.

## 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.
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 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 and its attachments are followed. The Supplier is to make the Identified Users (IU) aware of the presence and location of the marking and labelling information.

**6A.16 Supply Arrangement Deliverables**

The Supplier is required to carry out the deliverables at Annex D within the timeframe(s) stated in the annex. If the information is not carried out within the specified timeframes, the Supply Arrangement Authority will inform the Supplier of a time frame within which to rectify the matter. The SAA may suspend or cancel the Supplier's SA if the Supplier does not meet the provisions of this Annex.

## **B. BID SOLICITATION**

### **6B.1 Bid Solicitation General Information**

#### **6B.1.1 Category and Sub-Categories**

Category – Office Seating

Sub-Categories are defined as follows:

- Sub-category 1 – Rotary chairs and stools
- Sub-category 2 – Side chairs

#### **6B.1.2 The Tiers are as follows**

**Tier 1:** An estimated value up to \$24,999.99.

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

**Tier 3:** An estimated value of \$400,000.01 or higher.

### **6B.2 Solicitation Documents**

#### **6B.2.1 Standard Procurement Templates**

**Canada will use the following solicitation templates based on the estimated dollar value and complexity of the requirement:**

- Simple, for low dollar value requirements;
- Medium Complexity (MC) for medium complexity requirements;
- Request for Standing Offers (RFSO).

A copy of the standard procurement template(s) can be requested by suppliers from the Supply Arrangement Authority or the Contracting Authority, as applicable.

**Note:** References to the RFSO, 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 solicitation.

#### **6B.2.2 SA Templates**

PSPC will provide example templates for identified users that will be aligned with the Standard Procurement Templates. These examples will provide sample common clauses used in the furniture commodity as well as pricing table templates. These examples will be hosted on the furniture website.

### **6B.3 Procurement Strategies**

#### **6B.3.1 General or PSIB**

The IU must identify if they are procuring under the General stream or Procurement Strategy for Indigenous Business (PSIB) stream, they cannot be combined. PSIB suppliers can submit bids/quotes/offers on General Stream Procurements.

### 6B.3.2 Sub-Category or All Inclusive Procurement

The IU must identify if the requirement will be handled as a Sub-Category Procurement or an All Inclusive Procurement. The intent of providing both options is to provide the Identified Users the ability to select the most appropriate strategy to meet their requirement.

a. Sub-Category Procurement (CP): When the IU chooses to issue a solicitation and award a contract/ SO per sub-category. The IU may further subdivide the subcategory by space to meet their operational requirements. Space is defined as a location available for a particular purpose such as a meeting room space or a collaborative space.

b. All Inclusive Procurement (AIP): When the IU chooses to issue a single solicitation and award a contract/SO that could include all sub-categories to meet the full requirement.

Suppliers are subject to the applicable Tier processes set out above. The Tier will be determined by the procurement strategy chosen by the IU: Sub-Category Procurement or All Inclusive.

Here is an example of the same requirement handled in two different ways:

1. Products from sub-category 1 with an Estimated Value of \$1000.00. (Category Procurement, Tier 1)
2. Products from sub-category 2 with an Estimated Value of \$200,000.00 (Category Procurement, Tier 2)

OR

1. Products from sub-category 1 and 2 with an Estimated Value of \$201,000.00 (All Inclusive Procurement, Tier 2)

### 6B.4 Bid Solicitation Process

#### 6B.4.1 Tier 1 Bid Solicitation Process

The following applies to Tier 1 requirements:

The IU can request a verbal or written quote(s) or Standard Procurement Templates can be used. Examples of Simple, for low dollar value requirements templates will be available for identified users on the furniture website.

The IU can issue contracts using an Acquisition card. When using an acquisitions card, the user is required to reference the following *“the terms and conditions of SA E60PQ-120001/[SA #/PQ](#) apply to and form part of this procurement.”*

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.

#### **6B.4.2 Tier 2 and 3 Bid Solicitation Process**

The following applies to Tier 2 and 3 requirements:

Non-competitive process: Must be handled outside of the SA as a standalone procurement.

Competitive process: When the solicitation is posted on GETS and all Conforming Suppliers meeting the requirement have the opportunity to submit a bid/ offer. The IU must publish the Notice of Proposed Procurement (NPP) and the solicitation on GETS.

For Procurement Strategy for Indigenous Businesses (PSIB) 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 can be procured up to the department's delegation.

#### **6B.5 Bid Solicitation Posting Period by Tier**

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

- Tier 1 – 3 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.6 Office Seating Solicitation Rules**

##### **6B.6.1 Non Supply Arrangement (NSA) Rule**

**Non Supply Arrangement (NSA):** NSA products are products that do not form part of the supply arrangement. Examples of NSA are products that includes attributes, features or options that contradict the SA specifications or products that are not described in the specifications of the SA.

NSA products can be added to a requirement within the allowable percentage per sub-category (currently 30% of the quantity per sub-category or 30% of the full requirement when handled as an AIP).

The products must be added to the sub-category in which they are most closely related. Full specifications are required and should not refer to the SA specifications as they are not products on SA. The user may refer to the SA specifications to describe the products required as a reference. The specifications must be generic, and dimensions must include tolerances and ranges, when applicable.

## C. RESULTING CONTRACT CLAUSES

*Identify the applicable template(s) based on the nature of the requirement and the estimated value of individual bid solicitations that can be issued under the supply arrangement. For example, when the estimated value of the contracts to be awarded under the supply arrangement will not exceed \$25,000 (Applicable Taxes included) and the nature of the requirement is low complexity, only the Simple template would be used. The applicable general conditions will be based on the nature and complexity associated with the requirement described under article 6.1 of Part 6A. Identify any set of supplemental general conditions when applicable.*

### 6C.1 General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

#### 6C.1.2 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 2006 will apply to the resulting contract;
- (c) **RFSO** (for high complexity requirements), general conditions 2005 will apply to the resulting standing offer;

A copy of the standard procurement template(s) can be requested by suppliers from the Supply Arrangement Authority or the Contracting Authority, as applicable.

**Note:** References to the RFSO, MC and Simple templates are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

#### 6C.1.3 SA Templates

PSPC will provide example templates for identified users that will be aligned with the Standard Procurement Templates. These examples will provide sample common clauses used in the furniture commodity as well as pricing table templates. These examples will be hosted on the furniture website.

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

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

Buyer ID - Id de l'acheteur  
CCC No./N° CCC - FMS No./N° VME  
June 2022

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**ANNEX A**  
**SPECIFICATIONS – OFFICE SEATING**

Provided as a separate attachment and titled: Annex A Office Seating-Technical Specification

## **ANNEX B**

### **OFFICE SEATING PRODUCT AND PRICING**

#### **Supplier's Products**

- a. The Supplier's products available under this SA are listed in Annex B-1 attached.
- b. For 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 minimum percentage discount in the SA**

Prices are as listed in the Supplier's catalogue(s), less a minimum discount detailed at Annex B-1.

The price with a minimum discount:

1. Excludes delivery;
2. Excludes installation; and
3. Excludes applicable tax(es).

Minimum discount per series is the discount the Supplier must provide for the chairs detailed at Annex B-1 for solicitations issued under this SA. The minimum discount may be increased on individual solicitations, but never decreased below the listed minimum discount offered in the SA.



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File No. - N° du dossier  
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CCC No./N° CCC - FMS No./N° VME  
June 2022

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## **ANNEX B-1**

### **OFFICE SEATING PRODUCT AND PRICING DISCOUNT TABLE**

Provided as a separate attachment and titled Annex B-1 Office Seating Product and Pricing Discount Table

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**ANNEX C**  
**REPORTING TEMPLATE**

Provided as a separate attachment and titled: Reporting Template

## ANNEX D

### SUPPLY ARRANGEMENT DELIVERABLES

As per article 6A.14, information must be hosted on Supplier's Website detailed at in Part 6A, the Supplier must maintain the information as required for the period of the SA. The Website is to provide the federal government with easy access to the information at no charge to Canada.

For Deliverables detailed at article 1 and 2 of this annex: It is expected that changes to the information could occur and it is the responsibility of the Supplier to immediately update its Website with the changes although the requirements of the SA must continue to be met. No updates will modify, or have the force of modifying, all other terms of the SA.

For the deliverable detailed at article 3 of this annex: Changes to the catalogue can be requested to the SAA. Each request will be handled on a case by cases basis. Any approved changes will be evidenced through a formal amendment to the table at Annex B-1.

Within **45** days of Supply Arrangement award, the Supplier must display the following information on the Supplier's Website:

#### **1. Work Coverage**

The Supplier must display on their website a list of authorized dealers for each region identified at 6A.14 and described at 6A.14.1 of the SA.

#### **2. Standard Finishes**

The Supplier is required to display on their website all the approved upholstery and finishes as described at Annex A. In addition, the minimum requirements at no charge to Canada is detailed at article 7.0 of this annex.

#### **3. Supplier's Catalogue for each series offered at Annex B-1**

The supplier is required to display on their website, all catalogues for the series being offered at Annex B-1.

As a minimum the catalogue must contain the following:

- a) Basic Description of Series
- b) Photo representation of chair including dimensions
- c) List of standard features with dimensions
- d) List of options available with model numbers for reference
- e) List Price

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## **ANNEX E**

### **PRE-QUALIFIED SUPPLIERS/ADDITION OF PRODUCT FORM**

Provided as a separate attachment and titled: Pre-Qualified Suppliers / Addition of Product Form

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## **APPENDIX A**

### **Work Coverage**

Provided as a separate attachment and titled: Work Coverage



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
11 Laurier St./11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

**Request For Supply Arrangement -  
Demande pour un arrangement en  
matière d'approvisionnement**

Offer to: Department of Public Works and Government Services  
We hereby offer to provide to Canada, as represented by the Minister  
of Public Works and Government Services, in accordance with the  
terms and conditions set out herein or attached hereto, the goods,  
services, and construction detailed herein and on any attached sheets.

Offre au: Ministère des Travaux publics et des Services  
gouvernementaux

Nous offrons par la présente de fournir au Canada, représenté par le  
ministre des Travaux publics et des Services gouvernementaux, aux  
conditions énoncées ou incluses par référence dans la présente et  
aux annexes ci-jointes, les biens, services et construction énumérés  
ici et sur toute feuille ci-annexée.

**Comments - Commentaires**

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

104446224PG0001  
Knoll North America Corp. 109 Atlantic Avenue  
Suite 200  
Toronto, Ontario M6K1X4  
Canada  
Operating as: Knoll


**Issuing Office - Bureau de distribution**

Furniture Division/Division des ameublements  
L'Esplanade Laurier,  
East Tower 7th Floor  
Tour est 7<sup>e</sup> étage,  
140 O'Connor, Street,  
140 O'Connor, rue O'Connor,  
Ottawa  
Ontario  
K1A 0R5

<b>Title - Sujet</b> Fauteuils de Bureau/OFFICE SEATING	
<b>Solicitation No. - N° de l'invitation</b> E60PQ-120001/H	<b>Date</b> 2022-08-31
<b>Client Reference No. - N° de référence du client</b> E60PQ-120001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$PQ-993-77809
<b>File No. - N° de dossier</b> pq993.E60PQ-120001	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2027-04-14</b>	
<b>Time Zone</b> Fuseau horaire Eastern Standard Time EST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Racette(pq993), Christopher	<b>Buyer Id - Id de l'acheteur</b> pq993
<b>Telephone No. - N° de téléphone</b> (819)664-1606 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> This request for a Supply Arrangement does not include provisions for security. Cette Demande pour un arrangement ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
104446224PG0001 Knoll North America Corp. 109 Atlantic Avenue Suite 200 Toronto, Ontario M6K1X4 Canada Operating as: Knoll	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
 <b>Signature</b>	2022-08-05 <b>Date</b>

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June 2022

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

**2022 - 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 Specifications for Office Seating,
- Annex B Office Seating Product and Pricing
- Annex C Reporting Template
- Annex D Supply Arrangement Deliverables
- Annex E Pre-Qualified Supplier/Addition of Product form

The Appendices include

- Appendix A Work Coverage

## 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 on an "as and when requested" basis.

1.2.2 The RFSA covers two procurement streams:

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

**PSIB Stream:** Indigenous suppliers as defined under the Procurement Strategy for Indigenous Business (PSIB). Suppliers must be able to provide the goods and services either across Canada (nationally) ) or across one or multiple region(s) of Canada, except where Comprehensive Land Claim Agreements apply.

1.2.3 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.

PSIB suppliers can submit bids/quotes/offers on General Stream procurements.

1.2.4 Office Seating (OS) is comprised of the following two sub-categories:  
1. Rotary chairs and stools  
2. Side chairs

Suppliers will be issued no more than one Supply Arrangement containing any combination of the sub-categories above.

1.2.5 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.

1.2.6 This RFSA requires bidders to complete and transmit electronically using the Government of Canada's new Electronic Procurement Solution, CanadaBuys (SAP Ariba). This tool opens up an exciting range of possibilities to do business with the Government of Canada

## 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**

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

*SACC Manual* clause A3050T (2020-07-01) Canadian Content Definition.

#### **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.

## **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](#) (2022-03-29) 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:

- subsection 2.e is deleted entirely and replaced with the following: "ensure that the Supplier's name, return address and procurement business number, RFSA number, and RFSA closing date and time are clearly visible on the arrangement; and"
- At subsection 4  
Delete: sixty (60) days  
Insert: two hundred (180) days

### **2.2 Submission of Arrangements**

Arrangements must be submitted only through CanadaBuys (SAP Ariba) by the date, time and place indicated in the RFSA."

Note: Arrangements will not be accepted if emailed directly to this email address.

### **2.3 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.

### **2.4 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.

## 2.5 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.

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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

### **3.1 Arrangement Preparation Instructions**

All of the information related to this RFSA is contained within the Sourcing Event in SAP Ariba. Steps to submit a proposal are as follows:

1. Prior to submitting an arrangement, suppliers should read the details and requirements in this RFSA.
2. To submit an arrangement, suppliers need to read and accept the agreement and respond to any prerequisite questions (if applicable).
3. To submit an arrangement, suppliers must view the RFSA and proceed to complete the requisite sections. Once suppliers have completed all that is required, attached supporting documentation (if applicable) and are ready to officially submit their arrangement, they must click **“Submit Entire Response”** followed by **“OK”**. Ensure that all required fields, marked with a red asterisk (\*), are completed before submitting an arrangement. Suppliers may resubmit a corrected or updated submission at any point up to the RFSA first phase of evaluations.

**Note:** There is an Excel import functionality (**“Excel Import”**) in SAP Ariba, however PSPC **does not** support its use and highly recommends completing the bid directly in Ariba.

- The arrangement must be gathered per section and separated as follows:

Section I: Technical and Financial Arrangement  
Section II: Certifications -  
Section III: Additional Information

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.

#### **Section I: Technical and Financial Arrangement**

Suppliers must submit the technical and financial arrangement in accordance with the Mandatory Technical and Financial Criteria in Part 4.

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: Certifications**

Suppliers must submit the certifications required under Part 5.

#### **Section III: 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

	<b>Mandatory Technical Criteria</b>
<b>MTC 1</b>	<p><u>Product Offering</u></p> <p>The Supplier must complete and submit the Office Seating Product and Pricing Discount Table at Annex B-1 of this RFSA. Suppliers may offer multiple Series and Manufacturers.</p> <p>To demonstrate compliance, the Supplier must complete and submit Annex B-1 Office Seating Product and Pricing Discount Table by:</p> <ol style="list-style-type: none"> <li>1. Adding Manufacturer name, Series name, Catalogue Name and Date for each series of chairs offered;</li> <li>2. Add ANSI/BIFMA level and certification</li> <li>3. indicate if the series meets Canadian Content.</li> </ol> <p>The Supplier must complete Annex B-1 and submit it with their arrangement electronically through CanadaBuys (SAP Ariba). Any media submitted must be readable by the SAA. Do not alter any Government of Canada information, coding or formatting in the application.</p>
<b>MTC 2</b>	<p><u>Authorized Dealer as a Supply Arrangement Holder</u></p> <p>If the Supplier is not the manufacturer of the chairs offered but is submitting an arrangement offering the series of a manufacturer(s), the Supplier must:</p> <ol style="list-style-type: none"> <li>i. be an authorized dealer of the manufacturer(s) for the series offered;</li> <li>ii. submit a letter of authorization from each manufacturer whose products are being offered. The letter must: <ol style="list-style-type: none"> <li>a. be an original version signed by the manufacturer and be under the letterhead of the manufacturer;</li> <li>b. list the series name offered;</li> <li>c. confirm that the Supplier is in fact an authorized dealer for the series specified in the letter.</li> <li>d. must have sign-off by a Registered Professional Engineer (PE) that oversees the testing and production.</li> </ol> </li> </ol>



<b>MTC 3</b>	<p><u>Work Coverage – Regional or National (covering one or multiple regions across Canada excluding areas subject to CLCAs)</u></p> <p>This criterion applies to all General and PSIB Suppliers.</p> <p>For all products offered, the Supplier must perform the Work in all the region(s) identified by the Supplier in Table 1 section Supplier's Work Coverage - Regional or National Coverage of Part 6A.14.</p> <p>To demonstrate compliance, the supplier must complete and submit Appendix A - Work Coverage. These completed tables must be provided electronically through CanadaBuys (SAP Ariba) that must be readable and editable by the SAA</p>
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#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

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

<b>Mandatory Financial Criterion (MFC)</b>	
<b>MFC 1</b>	<p>The supplier must offer a minimum discount off the Catalogue for each series of chairs offered.</p> <p>Each minimum discount must comply with the following:</p> <ol style="list-style-type: none"> <li>a. be a Canadian rate (%);</li> <li>b. be valid for the period listed in Part 6A, article 4 from the issuance of the SA; and</li> <li>c. excludes product delivery and product installation charges and all Applicable Tax(es).</li> </ol> <p>To demonstrate compliance, the Supplier must complete and submit Office Seating Product and Pricing Discount Table at Annex B-1 by:</p> <ol style="list-style-type: none"> <li>1. Adding a minimum discount off the price list for each series of chairs offered; and</li> <li>2. The Supplier must complete Annex B-1 and submit it with their arrangement electronically through CanadaBuys (SAP Ariba). Any media submitted must be readable by the SAA.</li> </ol>

#### 4.2 Basis of Selection

- a) An arrangement must comply with the requirements of the RFSA and meet all mandatory technical, 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.

## 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.

### 5.2 Additional Certifications Required with the Arrangement

#### 5.2.1 Set-aside for Indigenous Business

1. This procurement is set aside under the federal government's PSIB, as detailed in Annex 9.40 Requirements for the Set-aside Program for Indigenous Business, 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 Indigenous 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 Indigenous businesses or a joint venture between an Indigenous business and a non- Indigenous business.
4. The Supplier must check one applicable box below:  
 The Indigenous business has fewer than six full-time employees.  
 The Indigenous 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.

### 5.2.2 Owner/Employee Certification - Set-aside for Indigenous Business (Indigenous Suppliers only)

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

1. I am \_\_\_\_\_ (*insert "an owner" and/or "a full-time employee"*) of \_\_\_\_\_ (*insert name of business*), and an Indigenous person, as defined in [Annex 9.40](#) of the *Supply Manual*, entitled "Requirements for the Set-aside Program for Indigenous 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

### 5.2.3 Canadian Content Certification

1. SACC Manual clause A3050T (2020-07-01) - Canadian Content Definition
2. Bid solicitations set-aside under the PSIB 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. Aboriginal 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 products offered are required to meet the Canadian Content Definition. For example, if the arrangement includes three series, the supplier could offer a single series and it is this series that the supplier would bid in response to the bid solicitation during the period of the SA.
5. For each series 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 series of the arrangement as not meeting the Canadian Content Definition and the supplier cannot bid this (these) series 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 Annex B-1 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.

### 5.3 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.

#### 5.3.1 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.

#### 5.3.2 Product Conformance

In response to the RFSA, all products offered through the Supply Arrangement are required to conform to all specifications and meet the testing requirements detailed in Annex A. Compliance to all testing and certifications must be verified and signed-off by a Registered Professional Engineer (PE) that oversees the testing and production. Proof of Professional Licence may be requested. Authorized dealers must obtain the compliance signatures from each OEM within the letter of authorization. The OEMs that submit for SA are also required to provide proof of compliance.

John Norton  
Director of Global Product Performance

Suppliers Signature

01-SEP-2022

Date

### 5.4 Additional Information

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

#### 5.4.1 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: Jamie Stewart  
Title: Client Development Executive  
Telephone No: 416 550 2339  
Email: Jamie\_Stewart@hermanmiller.com

##### 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: Terri Von Zuben-Simone  
Title: Manager, Contracts & Sales Administration  
Telephone No: 905 334 6364  
Email: Terri\_VonZuben@hermanmiller.com

**Suppliers Website Address:** <https://www.knoll.com/design-plan/market-focus/canadian-federal-government>

##### Supplier's Official Language

The Supplier's preferred official language for receiving bid solicitations/Requests for Bids (RFB) pursuant to the resulting Supply Arrangements. Supplier must place a mark or an "x" in their choice below.

French: \_\_\_\_\_ / English:  X

#### 5.4.2 Payment by Credit Card

Canada requests that supplier complete one of the following:

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.

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

### **6A SUPPLY ARRANGEMENT (SA)**

The Supply Arrangement covers the Work described in the Requirement in the individual solicitations and resulting contracts under the SA.

#### **6A.1 PSIB / GENERAL Stream**

This is a \_\_\_\_\_ stream supply arrangement.

PSIB suppliers can submit bids/quotes/offers on General Stream procurements.

#### **6A.2 Key Terms**

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

**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 the national capital region. The Supply Arrangement Authority forms part of AB.

**Acquisitions Program (AP):** Program delivered by Public Works and Government Services Canada as the common service provider for procurement by the Acquisitions Branch and Regional Offices.

**Conforming Supplier(s):** Supplier(s) with an SA that meet the Identified User's (IU's) requirements.

**Minimum percentage discount:** a discount off the published catalogue provided by the supplier. The minimum price discount is the minimum discount the supplier will offer and can be increased.

#### **6A.3 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.4 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.4.1 General Conditions

2020 (2020-07-01) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

Section 05- Modifications 2020 (2020-07-01) - General Conditions - Supply Arrangements - Goods or Services: Canada further reserves the right to modify the SA as follows:

- (a) Canada may modify the SA to permit additional products or services.
- (b) Minimum percentage discount – Modification Opportunity
  - i) The Supplier's minimum percentage discount set out in Annex B will remain in effect for a 24 month period. At that time, the SAA will offer the Supplier the choice of holding or modifying the amount of its minimum percentage discount for the next 24-month period. This cycle will be repeated during the life of the SA.
  - ii) Under the minimum percentage discount modification opportunity, if an existing Supplier chooses not to revise its minimum percentage discount, 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) Series - Modification Opportunity

Under the 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. The series – modification opportunity will follow the “Ongoing Opportunity for Qualification Schedule” set out below.
- (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 any resulting solicitation under this Supply Arrangement.

#### 6A.4.2 On-going Opportunity for Qualification

A Notice will be posted on the Government Electronic Tendering Service (GETS) to allow new Suppliers to become qualified. Existing qualified Suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement to add new series of products.

##### Addition of product offering

Addition of product offering is an accelerated process to pre-qualify series efficiently in order to allow SA holders to bid on solicitations and offer products currently not on their approved product listing. The Supplier must hold an SA otherwise standard procedures for submitting an arrangement in the Request for Supply Arrangement posted on Buy and Sell must be followed.

Existing qualified suppliers must complete form – PRE-QUALIFIED SUPPLIERS / ADDITION OF SERIES attached at Annex E and submit to the SAA. If approved, existing qualified suppliers must include the endorsed Annex E with quotes or bids as proof until the products are added into the supplier's respective product listing.

All additions must meet the requirements of the Supply Arrangement. By submitting additional products, the supplier confirms that the products offered will conform and continue to conform as per the certifications detailed at article 6A.9.

#### Discontinued product series

Should a product series be discontinued, the SA holder will submit in writing to the Supply Arrangement Authority, a letter from the manufacture containing the name of series that is/are discontinued, and the date the product has been discontinued. Once the letter is received by the SA Authority, the series will be removed from the product listing of the SA holder.

### **6A.4.3 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 C. 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](mailto: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.5 Term of Supply Arrangement**

#### **6A.5.1 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.5.2 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.5.3 Delivery Points**

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

### **6A.6 Authorities**

#### **6A.6.1 Supply Arrangement Authority**

The Supply Arrangement Authority is:

The Supply Arrangement Authorities are:

Name: Helen Vlahos  
Title: Supply Specialist  
Public Works and Government Services Canada/Acquisitions Branch  
Address: 140 O'Connor Street Ottawa, On K2P 2H6  
Telephone: 613-220-8951  
E-mail address: [helen.vlahos@tpsgc-pwgsc.gc.ca](mailto:helen.vlahos@tpsgc-pwgsc.gc.ca)

#### **AND**

Name: Paul Kavanagh  
Title: Supply Specialist  
Public Works and Government Services Canada/Acquisitions Branch  
Address: 140 O'Connor Street Ottawa, On K2P 2H6  
Telephone: 819-639-5193  
E-mail address: [paul.kavanagh@tpsgc-pwgsc.gc.ca](mailto:paul.kavanagh@tpsgc-pwgsc.gc.ca)

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

#### **6A.6.2 Supplier's Representative**

See Section 6A.11 of Part 6A

### **6A.7 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.8 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 (2020-07-01), General Conditions - Supply Arrangement - Goods or Services
- c) Annex A, Specifications - Office Seating
- d) Annex B, Office Seating Product and Pricing;
- e) Annex C, Reporting Template
- f) Annex D, Supply Arrangement Deliverables
- g) Annex E, Pre-Qualified Supplier/Addition of Product form
- h) Appendix A , Work Coverage
- i) The Supplier's arrangement dated \_\_\_\_\_. (*insert date of arrangement*)

## 6A.9 Certifications and Additional Information

### 6A.9.1 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.9.2 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. 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 each solicitation document for NSA products if applicable.

### **6A.9.3 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.9.4 PSIB – Certificate of Compliance**

*This clause does not apply to General Stream Suppliers.*

This clause applies to Indigenous Business Suppliers who submitted a duly completed Set-Aside for Indigenous 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 Indigenous 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.9.5 Canadian Content**

*This clause only applies to suppliers offering products meeting the Canadian Content Certification Definition.*

This clause applies to 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.10 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.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 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)

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

Regional Definitions table	
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 Supplier's Work Coverage (Contact Information by Region)

The Supplier must complete and maintain Appendix A Work Coverage on its web site.

## 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.
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 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 and its attachments are followed. The Supplier is to make the Identified Users (IU) aware of the presence and location of the marking and labelling information.

**6A.16 Supply Arrangement Deliverables**

The Supplier is required to carry out the deliverables at Annex D within the timeframe(s) stated in the annex. If the information is not carried out within the specified timeframes, the Supply Arrangement Authority will inform the Supplier of a time frame within which to rectify the matter. The SAA may suspend or cancel the Supplier's SA if the Supplier does not meet the provisions of this Annex.

## **B. BID SOLICITATION**

### **6B.1 Bid Solicitation General Information**

#### **6B.1.1 Category and Sub-Categories**

Category – Office Seating

Sub-Categories are defined as follows:

- Sub-category 1 – Rotary chairs and stools
- Sub-category 2 – Side chairs

#### **6B.1.2 The Tiers are as follows**

**Tier 1:** An estimated value up to \$24,999.99.

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

**Tier 3:** An estimated value of \$400,000.01 or higher.

### **6B.2 Solicitation Documents**

#### **6B.2.1 Standard Procurement Templates**

**Canada will use the following solicitation templates based on the estimated dollar value and complexity of the requirement:**

- Simple, for low dollar value requirements;
- Medium Complexity (MC) for medium complexity requirements;
- Request for Standing Offers (RFSO).

A copy of the standard procurement template(s) can be requested by suppliers from the Supply Arrangement Authority or the Contracting Authority, as applicable.

**Note:** References to the RFSO, 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 solicitation.

#### **6B.2.2 SA Templates**

PSPC will provide example templates for identified users that will be aligned with the Standard Procurement Templates. These examples will provide sample common clauses used in the furniture commodity as well as pricing table templates. These examples will be hosted on the furniture website.

### **6B.3 Procurement Strategies**

#### **6B.3.1 General or PSIB**

The IU must identify if they are procuring under the General stream or Procurement Strategy for Indigenous Business (PSIB) stream, they cannot be combined. PSIB suppliers can submit bids/quotes/offers on General Stream Procurements.



### 6B.3.2 Sub-Category or All Inclusive Procurement

The IU must identify if the requirement will be handled as a Sub-Category Procurement or an All Inclusive Procurement. The intent of providing both options is to provide the Identified Users the ability to select the most appropriate strategy to meet their requirement.

a. Sub-Category Procurement (CP): When the IU chooses to issue a solicitation and award a contract/ SO per sub-category. The IU may further subdivide the subcategory by space to meet their operational requirements. Space is defined as a location available for a particular purpose such as a meeting room space or a collaborative space.

b. All Inclusive Procurement (AIP): When the IU chooses to issue a single solicitation and award a contract/SO that could include all sub-categories to meet the full requirement.

Suppliers are subject to the applicable Tier processes set out above. The Tier will be determined by the procurement strategy chosen by the IU: Sub-Category Procurement or All Inclusive.

Here is an example of the same requirement handled in two different ways:

1. Products from sub-category 1 with an Estimated Value of \$1000.00. (Category Procurement, Tier 1)
2. Products from sub-category 2 with an Estimated Value of \$200,000.00 (Category Procurement, Tier 2)

OR

1. Products from sub-category 1 and 2 with an Estimated Value of \$201,000.00 (All Inclusive Procurement, Tier 2)

### 6B.4 Bid Solicitation Process

#### 6B.4.1 Tier 1 Bid Solicitation Process

The following applies to Tier 1 requirements:

The IU can request a verbal or written quote(s) or Standard Procurement Templates can be used. Examples of Simple, for low dollar value requirements templates will be available for identified users on the furniture website.

The IU can issue contracts using an Acquisition card. When using an acquisitions card, the user is required to reference the following *“the terms and conditions of SA E60PQ-120001/[SA #/PQ](#) apply to and form part of this procurement.”*

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.

#### **6B.4.2 Tier 2 and 3 Bid Solicitation Process**

The following applies to Tier 2 and 3 requirements:

Non-competitive process: Must be handled outside of the SA as a standalone procurement.

Competitive process: When the solicitation is posted on GETS and all Conforming Suppliers meeting the requirement have the opportunity to submit a bid/ offer. The IU must publish the Notice of Proposed Procurement (NPP) and the solicitation on GETS.

For Procurement Strategy for Indigenous Businesses (PSIB) 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 can be procured up to the department's delegation.

#### **6B.5 Bid Solicitation Posting Period by Tier**

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

- Tier 1 – 3 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.6 Office Seating Solicitation Rules**

##### **6B.6.1 Non Supply Arrangement (NSA) Rule**

**Non Supply Arrangement (NSA):** NSA products are products that do not form part of the supply arrangement. Examples of NSA are products that includes attributes, features or options that contradict the SA specifications or products that are not described in the specifications of the SA.

NSA products can be added to a requirement within the allowable percentage per sub-category (currently 30% of the quantity per sub-category or 30% of the full requirement when handled as an AIP).

The products must be added to the sub-category in which they are most closely related. Full specifications are required and should not refer to the SA specifications as they are not products on SA. The user may refer to the SA specifications to describe the products required as a reference. The specifications must be generic, and dimensions must include tolerances and ranges, when applicable.

## C. RESULTING CONTRACT CLAUSES

*Identify the applicable template(s) based on the nature of the requirement and the estimated value of individual bid solicitations that can be issued under the supply arrangement. For example, when the estimated value of the contracts to be awarded under the supply arrangement will not exceed \$25,000 (Applicable Taxes included) and the nature of the requirement is low complexity, only the Simple template would be used. The applicable general conditions will be based on the nature and complexity associated with the requirement described under article 6.1 of Part 6A. Identify any set of supplemental general conditions when applicable.*

### 6C.1 General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

#### 6C.1.2 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 2006 will apply to the resulting contract;
- (c) **RFSO** (for high complexity requirements), general conditions 2005 will apply to the resulting standing offer;

A copy of the standard procurement template(s) can be requested by suppliers from the Supply Arrangement Authority or the Contracting Authority, as applicable.

**Note:** References to the RFSO, MC and Simple templates are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

#### 6C.1.3 SA Templates

PSPC will provide example templates for identified users that will be aligned with the Standard Procurement Templates. These examples will provide sample common clauses used in the furniture commodity as well as pricing table templates. These examples will be hosted on the furniture website.

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**ANNEX A**  
**SPECIFICATIONS – OFFICE SEATING**

Provided as a separate attachment and titled: Annex A Office Seating-Technical Specification

## **ANNEX B**

### **OFFICE SEATING PRODUCT AND PRICING**

#### **Supplier's Products**

- a. The Supplier's products available under this SA are listed in Annex B-1 attached.
- b. For 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 minimum percentage discount in the SA**

Prices are as listed in the Supplier's catalogue(s), less a minimum discount detailed at Annex B-1.

The price with a minimum discount:

1. Excludes delivery;
2. Excludes installation; and
3. Excludes applicable tax(es).

Minimum discount per series is the discount the Supplier must provide for the chairs detailed at Annex B-1 for solicitations issued under this SA. The minimum discount may be increased on individual solicitations, but never decreased below the listed minimum discount offered in the SA.

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## **ANNEX B-1**

### **OFFICE SEATING PRODUCT AND PRICING DISCOUNT TABLE**

Provided as a separate attachment and titled Annex B-1 Office Seating Product and Pricing Discount Table

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**ANNEX C**  
**REPORTING TEMPLATE**

Provided as a separate attachment and titled: Reporting Template

## ANNEX D

### SUPPLY ARRANGEMENT DELIVERABLES

As per article 6A.14, information must be hosted on Supplier's Website detailed at in Part 6A, the Supplier must maintain the information as required for the period of the SA. The Website is to provide the federal government with easy access to the information at no charge to Canada.

For Deliverables detailed at article 1 and 2 of this annex: It is expected that changes to the information could occur and it is the responsibility of the Supplier to immediately update its Website with the changes although the requirements of the SA must continue to be met. No updates will modify, or have the force of modifying, all other terms of the SA.

For the deliverable detailed at article 3 of this annex: Changes to the catalogue can be requested to the SAA. Each request will be handled on a case by cases basis. Any approved changes will be evidenced through a formal amendment to the table at Annex B-1.

Within **45** days of Supply Arrangement award, the Supplier must display the following information on the Supplier's Website:

#### **1. Work Coverage**

The Supplier must display on their website a list of authorized dealers for each region identified at 6A.14 and described at 6A.14.1 of the SA.

#### **2. Standard Finishes**

The Supplier is required to display on their website all the approved upholstery and finishes as described at Annex A. In addition, the minimum requirements at no charge to Canada is detailed at article 7.0 of this annex.

#### **3. Supplier's Catalogue for each series offered at Annex B-1**

The supplier is required to display on their website, all catalogues for the series being offered at Annex B-1.

As a minimum the catalogue must contain the following:

- a) Basic Description of Series
- b) Photo representation of chair including dimensions
- c) List of standard features with dimensions
- d) List of options available with model numbers for reference
- e) List Price



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## **ANNEX E**

### **PRE-QUALIFIED SUPPLIERS/ADDITION OF PRODUCT FORM**

Provided as a separate attachment and titled: Pre-Qualified Suppliers / Addition of Product Form

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## **APPENDIX A**

### **Work Coverage**

Provided as a separate attachment and titled: Work Coverage