



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

Supply Arrangement - Arrangement en matière d'approvisionnement

This is not a Contract
La présente n'est pas un contrat

Canada, as represented by the
Minister of Public Works and
Government Services Canada, hereby
authorizes the identified Users listed
herein to make contracts against this
Supply Arrangement.

The Offeror hereby acknowledges that the attached
document contains its Supply Arrangement.

Le Proposant constate, par la présente, que le document ci-joint
comprend son arrangement en matière d'approvisionnement.

Signature

Date

Name and Title of person authorized to sign on behalf of Offeror
Nom et titre de la personne autorisée à signer au nom du Proposant
(Type or print) (Taper ou imprimer)

Le Canada, représenté par le ministre
des Travaux Publics et Services
Gouvernementaux Canada, autorise
par la présente, les utilisateurs
identifiés énumérés ci-après, à passer
des contrats découlant de cet
arrangement en matière
d'approvisionnement.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur
899127708PG0002
Blackburn Young Office Solutions Inc.
Alternative name: Blackburn Young
100-1111 Melville Street
Vancouver, BC
V6E 3V6
Canada

Title – Sujet Furniture for Workspaces/ Mobilier pour espaces de travail		
Period of Supply Arrangement - Durée de l'arrangement Start/début: July 26, 2024 End/fin: July 25, 2029		
Ariba Master Agreement - Accord-cadre d'Ariba CW2365507		Date July 26, 2024
Client Reference No. - N° de référence du client E60PQ-140003/102/PQ		
Ariba Sourcing Project - Projet d'approvisionnement Ariba WS3472349042		
File No. - N° de dossier	Amendment No. - N° modif.	
CCC No./N° CCC - FMS No./N° VME		
Individual Contract Limitation - Limite contrat individuel		GST/HST TPS/TVH
Financial Code(s) – Code(s) financier(s)	Amount - Montant	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Security - Sécurité		
<i>If marked 'X,' please see the box to the left. S'il y a un 'X' ici, s.v.p. voir la boîte à la gauche.</i> <input type="checkbox"/> Acknowledgement copy required Accusé de réception requis		
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:		
SEE HEREIN		
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à:		
SEE HEREIN		
Address Enquiries to: - Adresser toutes questions à: General Mailbox : tpsgc.parcnameublement-apncrfurniture.pwgsc@tpsgc- pwgsc.gc.ca		Buyer Id - Id de l'acheteur
Telephone No. - N° de téléphone	FAX No. - N° de FAX	
Total Estimated Cost - Coût total estimative 0.00	Currency Type - Genre de devise CAD	
For the Minister - Pour le Ministre		

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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 General stream supply arrangement.

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 (2022-12-01) [General Conditions - Supply Arrangement - Goods or Services](#), apply to and form part of the Supply Arrangement.

Section 05- Modifications 2020 (2022-12-01) - 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

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:

Office Furniture General Mailbox:

TPSGC.PARCNameublement-APNCRFurniture.PWGSC@tpsgc-pwgsc.gc.ca

AND

Name: James MacIsaac

Title: Supply Specialist

Public Works and Government Services Canada/Acquisitions Branch

Address: 140 O'Connor Street Ottawa, On K2P 2H6

Telephone: 819-639-4357

E-mail address: james.macisaac@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 (2022-12-01), General Conditions - Supply Arrangement - Goods or Services
- c) Annex A, Requirement
- d) Annex B, Furniture for Workspaces Product and Pricing including Supplier information and instructions, Product Related Services/ Refurbished Services, Standard Finishes
- 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) Appendix B, Supplier Information Table
- j) The Supplier's arrangement dated July 26, 2024.

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 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 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 British Columbia.

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.

For General Inquiries

Regarding the Supply Arrangement, how to contact Authorized Dealers

Name: Christopher Gagnon
Telephone No: 604-335-1448
Email: cgagnon@blackburnyoung.com

For Receiving Bid Solicitations

Pursuant to the resulting Supply Arrangement

Name: Christopher Gagnon
Telephone No: 604-335-1448
Email: cgagnon@blackburnyoung.com

6A.11.2 Supplier's Website

The Supplier's website address is: <http://www.blackburnyoung.com/>

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 following credit card(s) are accepted: Visa & Master Card.

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.

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
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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 Categories

Product Categories are defined as follows:

- Category 1 – Workstation Systems
- Category 2 –Work Surface Products
- Category 3 - Filing and Storage Products
- Category 4 - Phone Booths and Pods
- Category 5 – Ancillary Products
- Category 6 - Collaborative Products

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.1.3 Scenarios

The following scenarios are considered Competitive processes:

- Scenario 1 – Multiple Conforming Suppliers (MCS)

MCS Tier 1 (up to \$24,999.99)

When there are at least two or more Conforming Suppliers requested to submit a bid.

MCS Tier 2 and 3 (\$25,000.00 or more)

When all Conforming Suppliers are requested to submit a bid.

The following scenarios are considered Non-Competitive processes:

Scenario 1: Single Conforming Supplier

When there is only a Single Conforming Supplier whose products/services meet the IUs Requirement. Due to the on-going process of the SA, IUs must handle a Single Conforming Supplier requirement as a Competitive Requirement for Tier 2 and Tier 3 procurements.

Scenario 2 - Tier 1 (up to \$24,999.99)

When there is more than one Conforming Supplier but the IU chooses to approach only a Single Conforming Supplier.

Scenario 3 – Manufacturer Product Specific (Single Conforming Supplier)

When the IU's requirement is restricted to SA product from a particular manufacturer for reasons of interconnectivity. AB/AP must approve the requirement before the IU proceeds with the procurement.

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.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-140003/102/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 Optional Terms

6B6.1.1 Additional Product details

Added product details can be incorporated into solicitations. The added product details must be within the scope of the SA specification. Examples, such as design criteria and specific product attributes, can be added to meet legitimate justifiable operational needs as long as the added product detail is generic and does not name a specific product or manufacturer. It is the responsibility of the IU to justify any added product details to a solicitation. All justification information should be on file in order to defend any complaints during the procurement.

6B6.1.2 Non-supply Arrangement Products (NSA)

NSA products are products that do not form part of the supply arrangement.

NSA products can be added to a requirement within the allowable percentage (currently 30% of the SA quantity per category).

The products must be added to the 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.

6B6.1.3 Category subdivide

Any Category maybe further subdivided by space or like product in order to increase or allow competition. Space is defined as a location available for a particular purpose such as a meeting room space or a collaborative space. Like products are defined as products with similar design and construction.

6B6.1.4 Combined Categories

For reasons, not limited to, compatibility and design the categories maybe combined for evaluation and contract award purposes.

(IU must identify in the solicitation which categories will be combined and indicate reason, if applicable)

6B6.2 After contract award

6B6.2.1 Design product upgrade with contractor

The Identified User (IU) may exercise an option to upgrade products up to 20% of each category product total before applicable taxes after contract award. It is the process of replacing a product with a more innovative or enhanced version of the same product.

C. RESULTING CONTRACT CLAUSES

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

Note: References to the 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.

ANNEX A

REQUIREMENT

Annex A is comprised of the provisions associated with the work to be performed detailed in the RFPs of this SA. Annex A is also comprised of the following:

Annex A-1 – Specifications for Workspaces

Annex A-2 – Supply Arrangement Deliverables

1. Supply the Products

- 1.1 The Supplier, when issued contracts pursuant to the SA, must supply the products listed in the resulting contract. All products must conform to the requirements of the associated bid solicitation which must be only those listed in the Supplier's SA.
- 1.2 All products supplied must conform to the Specifications contained in Annex A-1.

2. Deliver the Products

- 2.1 The Supplier, when issued contracts pursuant to the SA, must deliver the products in accordance with the delivery instructions of the RFP.

3. Install the Products

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

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

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

4. Site Inspection and Documentation

The Supplier, when issued contracts pursuant to the SA, as a minimum, must provide all of the services below for the products supplied when requirements contain floor plan(s).

The Supplier must conduct a site condition inspection for the floor(s) / area(s) that form part of the Contract. Access to the floor(s) / area(s) must be coordinated with the Project Authority (PA). The inspections must occur no later than the date(s) prescribed in the Contract.

1. Using the information from the site condition inspection(s), and in conjunction with the Supplier's Supply Arrangement, by no later than five business days from the date of the inspection(s), the Supplier must prepare and deliver, to the PA at no additional cost to Canada, a complete draft installation drawing for the floor(s) / area(s) inspected.

The draft installation drawing must show the following, as a minimum:

- a) All furniture (including sizes and dimensions);
- b) Furniture location and critical dimensions required to ensure conformance with all applicable codes, standards and regulations;
- c) Workstations and room numbers;
- d) Indications of powered and non-powered screens/panels;
- e) Indications of power poles locations;
- f) Electrical outlets;
- g) Telecommunications/data symbols;
- h) Lighting components requirements; and
- i) Deviations from original floor plans (if any) and include rationale.

If, due to site conditions, panel cutting and work surface cutting are required, the PA must be notified in writing before it is incorporated into the installation drawings.

If the PA is satisfied with the above requested documentation, the PA will provide the Supplier the written authority to proceed with the supply, delivery and installation of the goods. The deliverables as part of this process will include as a minimum the following:

- a) The final installation drawing
- b) The final component list
- c) The final floor plan

5. Inspect the Products

Inspection and Post-Installation Deficiency Procedures

The Supplier, when issued contracts pursuant to the SA, must adhere to the following procedures:

The Supplier must notify the Project Authority when the installation is completed. Notification must be given no later than one business day following completion of the installation.

The Project Authority must arrange for the initial walk-through inspection with the Supplier.

The walk-through inspection must take place no later than three business days after installation is completed unless an alternate time frame has been confirmed by the Project Authority.

If the contract is for a phased installation, the walk-through inspection must take place no later than three business days after the completion of each phase unless an alternative time frame has been confirmed by the Project Authority.

The Project Authority, in consultation with the Supplier, must prepare the deficiency list documenting all problems in every area.

The Project Authority must forward the deficiency list to the Supplier.

Within three business days of receipt of this deficiency list, the Supplier must complete all minor deficiencies and make all adjustments not requiring new parts unless an alternate time frame has been confirmed by the Project Authority. For all other listed deficiencies, within fourteen business days of receipt of the deficiencies list, the Supplier must submit, to the Project Authority, the remedial action plan showing delivery and completion dates to occur within 60 calendar days from the submission date of the remedial action plan. The Project Authority may request a shorter remedy period and the Supplier may accept, if possible. The Project Authority may, at his/her discretion also accept a longer remedial period.

The Supplier must notify the Project Authority when all deficiencies have been remedied. If the Project Authority is satisfied with the deficiency corrections, the Project Authority must provide the Supplier a final sign-off indicating that the deficiencies have been rectified.

6. Hours of Service

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

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

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

7. Perform product Related Services:

7.1 Reconfiguration Services

Reconfiguration is to rearrange existing products to suit the Identified User's requirements of an existing workspace(s). The IU will provide to the Supplier a layout or detailed requirements to rearrange the workspace(s). An example of detailed requirements may be as a result of an ergonomic assessment or other factors and may include a specific height of a work surface, the location of a keyboard or monitor arm.

7.2 Inventory and Assessment of Existing Furniture Services

These services are to perform the identification and/or assessment of the condition of existing furniture and provide a report that will include one or more of the following:

- a) Identification of manufacturer and series;

- b) Identification of type (e.g. work surfaces, desks, file cabinets etc.), finishes and colours, counts and sizes;
- c) Performing an assessment of the condition of existing furniture;
- d) Performing an assessment of the condition of the existing electrical systems;
- e) Providing a drawing of the existing furniture layout.

Drawings of the existing furniture layouts must include identification of existing location, user's name or workstation number when applicable.

The documentation associated with the services stated above must be in a readable and editable format as requested by the IU in the RFB and be in the official language of choice of the IU.

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ANNEX A

SPECIFICATIONS – FURNITURE FOR WORKSPACES

Provided as a separate attachment and titled: Annex A Furniture for Workspaces-Technical Specification

ANNEX B

FURNITURE FOR WORKSPACES 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 products 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

WORKSPACES PRODUCT LISTING AND DISCOUNT TABLE

Provided as a separate attachment and titled Annex B-1 Workspaces Product Listing and Discount Table

ANNEX B-2

PRODUCT RELATED SERVICES & REFURBISHED PRODUCTS

Provided as a separate attachment and titled Annex B-2 Product Related Services & Refurbished Products

Refer to Annex A for full definition of services.

Types of Product Related Services / Types de services liés à des produits		Ceiling Hourly Rate / Taux horaire maximum	
		During Normal Business Working hours / Pendant les heures normales de travail	During Outside Normal Business hours / En dehors des heures normales de travail
1	Reconfiguration Services / Services de réaménagement	\$90.00	\$90.00
2	Inventory and Assessment of Existing Furniture Services / Services d'inventaire et d'évaluation de l'ameublement existant		
2.1	Identification of existing furniture and providing chart / Inventaire du mobilier existant et fourniture d'un graphique	\$90.00	\$90.00
2.2	Assessment of existing of finishes and colours and providing report / Évaluation des couleurs et des finitions existantes et présentation d'un rapport	\$90.00	\$90.00
2.3	Assessment of condition of existing furniture and providing report / Évaluation de l'état du mobilier existant et présentation d'un rapport	\$90.00	\$90.00
2.4	Assessment of existing electrical systems and providing report / Évaluation des systèmes électriques existants et présentation d'un rapport	\$90.00	\$90.00
3	Refurbishing of existing item(s) to be made to look new again by work such as painting, repairing, reupholstering and/or cleaning / Remise à neuf d'article(s) existant(s) à redonner à neuf par des travaux tels que la peinture, la réparation, le rembourrage et/ou le nettoyage	\$90.00	\$90.00
		Cost + % mark-up Coût + % majoration	
		25.00%	25.00%

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ANNEX C
REPORTING TEMPLATE

Provided as a separate attachment and titled: Reporting Template

ANNEX D

SUPPLY ARRANGEMENT DELIVERABLES

The Supplier is required to carry out the following within the timeframe(s) stated within each article. 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.

For information to 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. 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. The updates on the Website can only change the Supplier's offering 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.

Within 90 days of Supply Arrangement award, the Supplier must display the following information on the Supplier's Website:

1. As per part 6 of the Supply Arrangement:

- a. 6A.12 - Supplier Contact Information
- b. 6A.13 - Payment by Credit Card
- c. 6A.14 - Supplier's Work Coverage (Area)
- d. 6A.15 - Supply through Authorized Dealers

2. Standard Finishes

Within 90 days of Supply Arrangement award, the Supplier is required to complete the Standard Finish(es) at Appendix B for the category(ies) and products being offered. This information is to be displayed on the Supplier's Website.

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 products 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