OFFICE FURNITURE

PREQUALIFICATION SCHEME SCM0771

SCHEME CONDITIONS

SCHEDULE OF DOCUMENT AMENDMENTS

VERSION NUMBER	DATE	SUMMARY OF CHANGES
1.0	10 Oct 2014	

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Prequalification Scheme Conditions for Applicants

1 INTRODUCTION

Furniture Manufacturers, Importers and Resellers are invited to apply to be prequalified under the Office Furniture Prequalification Scheme SCM0771 (the "Scheme").

The Scheme is for an initial term of five years. During this term, the Scheme will be open to accepting new applications. Assessment of new applications will occur on a quarterly basis. Assessment of applications for Flexible Learning Furniture will occur at least on a quarterly basis.

The Scheme provides prequalification for one of two Supplier listings:

1. Base Registered Suppliers; and

2. Advanced Registered Suppliers.

A Supplier will be assessed according to their capability, capacity and commitment, based on the Acceptance Criteria in this document. Successful Applicants will be notified that they have been accepted as Suppliers in the Scheme by way of a letter. By applying, Suppliers indicate that they will comply with the Scheme Conditions. Final approval will sit with the Scheme Authority.

Eligible Customers may place orders with Suppliers on the Scheme directly to form a Customer Contract. Eligible Customers may also from time to time invite Suppliers under the Scheme to participate in a Request for Quote (RFQ) or a Preferred Supplier Arrangement (PSA) process if the expenditure warrants it.

At any time during the term of the Scheme, Suppliers under the Scheme may submit applications for new Categories and/or Regions. All applications will be assessed using the Acceptance Criteria. There is no limit on the number of registered suppliers under the Scheme.

2 PURPOSE OF THE SCHEME

The Scheme focuses on the following objectives:

(a) enhance Value for Money for the life cycle of furniture;

(b) improve quality of furniture and compliance to NSW Government legislation and policies;

(c) regular collaboration between the Scheme Authority, Government agencies and Furniture Industry for continuous improvement of the arrangement;

(d) create standard furniture specifications and PSA within clustered government agencies;

(e) improve information collection, analysis and sharing through the Scheme; and

(f) support environmental sustainability, Small and Medium Enterprises, Australian Disability Enterprises and Indigenous Businesses and manufacturing.

3 SCHEME DOCUMENTS

The Scheme consists of:

(a) Scheme Conditions;

(b) Customer Contract;

(c) NSWBuy Terms and Conditions;

(d) Scheme Regions;

(e)   Statement of Requirements;

(f)   Supplier Reporting Template;

(g)   Customer Order Form; and

(h)   Performance Report.

4   SCOPE OF THE SCHEME

4.1   The Scheme covers the following categories:

(a)   **Seating**: Furniture whose primary purpose is to sit on such as office task, office general, management, office therapeutic, office heavy duty, visitors, health care, cafeteria, TAFE chairs, reception lounge.

(b)   **Steel Furniture**: Furniture made of steel such as filing cabinets, plan cabinets, storage cabinets (general, security, key, personal, hazardous, workshop, industrial), safes (general, fire rated, drug, rifle), shelving (compactus, mobile, static, pallet racking, library).

(c)   **Workstation Systems and Companion Accessories:** Desks, screens, pedestals, shelves, storage cabinets, meeting tables.

(d)   **Other Office Furniture (not listed above):** Other Office Furniture that doesn't fall into any of the other categories including but not limited to meeting room tables, timber storage cabinets, occasional tables, coat stands and products made in laminate, timber or other materials such as stone or glass.

(e)   **Recycled and Refurbished Furniture** – Workstations systems and Steel Furniture only.

(f)   **Flexible Learning Furniture**: School furniture meeting the requirements set out in the Flexible Learning Furniture Requirements in Schedule 6.

4.2   The Scheme **excludes** the following furniture products

(a)   High price or luxury furniture products;

(b)   School furniture that is not Flexible Learning Furniture (a separate arrangement owned and managed by the Department of Education);

(c)   Hospital Furniture (a separate arrangement owned and managed by NSW Health); and

(d)   Clinical Furniture defined as furniture which is required to meet a clinical function and/or resides within a clinical environment (clinical furniture is required to meet work health and safety and infection control standards in addition to meeting functional requirements).

5   CONFIDENTIALITY

5.1   Information submitted with an Application will be treated as confidential by NSW Government agencies unless otherwise required by law.

5.2   Information submitted with an Application may be subject to investigation and checking, reference checking, searches, interview, enquiries, and confirmation. Applicants authorise all such action by submitting an Application to the Scheme.

6   THE NSW PROCUREMENT BOARD POLICY FRAMEWORK

6.1   Suppliers agree to adhere to the NSW Procurement Board Policy Framework (including NSW Government Procurement: Small and Medium Enterprises Policy

Framework) at all times.

6.2 Any breach of the NSW Procurement Board Policy Framework may result in removal from the Scheme and/or termination of a Customer Contract made by an agency under the Scheme.

7 THE APPLICATION PROCESS

7.1 Preparation of Application – General

7.1.1 Applicants are required to complete the application in full and online through: https://tenders.nsw.gov.au/

7.1.2 Applicants may apply for membership for one of the two (**not both**) Supplier listings:

    (i) **Base Registered Supplier List**: Suppliers approved to supply goods for low risk contracts valued up to $100,000 each,

    (ii) **Advanced Registered Supplier List**: Suppliers approved to supply goods for all contracts including over $100,000 and high risk contracts.

7.1.3 Applicants may apply for single or multiple Regions and Categories under the Scheme. Applicants may also apply for Manufacturer Status under certain categories.

7.1.4 Applicants agree that, if accepted to the Scheme, the terms and conditions of any agency contract will be those in the Customer Contract in Schedule 1 and agree that it is not necessary to sign the Customer Contract with agencies. Agency contracts will be deemed to be made on placement of an Order by an agency with the Supplier.

7.1.5 Applicants are not entitled at law or equity to recover any costs or expenses associated with the submission of an Application.

7.2 Prequalification Process

7.2.1 Applications may be made at any time specified in the application form for the Scheme. It is proposed to assess applications on a quarterly basis, in the month following the quarterly cut off date. The schedule is set by the Scheme Authority and may change from time to time.

7.2.2 The Scheme Authority will consider each Application and assess the suitability of each Application based on the acceptance criteria of the Scheme.

7.2.3 Applications meeting the following Acceptance Criteria and are in accordance with these Scheme Conditions will be accepted for pre-qualification under the Scheme.

8 ACCEPTANCE CRITERIA

8.1 Mandatory Requirement for Applicants

8.1.1 The application will be considered complete only if the Applicant complies with the mandatory requirements under the Scheme, including:

    (a) a valid Australian Business Number or Australian Company Number;

    (b) fulfilling commercial furniture orders in Australia for longer than three years;

    (c) ISO9001 Quality Management System Certification;

    (d) evidence of financial security;

    (e) compliance to Scheme Conditions;

    (f) compliance to Customer Contract Terms in Schedule 1;

    (g) minimum public and product liability insurance policy;

(h)   compliance to Statement of Requirements in Schedule 6; and

(i)   acceptance of the use of Purchasing Cards for low value transactions.

8.1.2   **Additional requirements for Flexible Learning Furniture:**

In addition to the mandatory requirements in Clause 8.1.1 above, Applicants to the Flexible Learning Furniture Category must comply with the following mandatory requirements:

(a)   experience fulfilling school student focused furniture orders; and

(b)   compliance with the Flexible Learning Furniture Requirements in Appendix 1 to Schedule 6.

8.2   Minimum Requirements for Base Registered and Advanced Registered Supplier Lists

Listings	Financial	Capacity and Capability	Previous Experience	ISO
Base Registered Suppliers	Credit report or letter from independent accountant	> 3 years in business** + demonstrated capacity and capability	3 referee reports	ISO9001*
Advanced Registered Suppliers	Allow independent company to conduct financial checks	>5 years in business** + demonstrated capacity and capability	3 referee reports showing supply of furniture valued over $100,000 in single projects.	ISO9001* ISO14001* (by 1 May 2015)

* ISO9001: Quality Management Systems: http://www.iso.org/iso/iso_9000
* ISO14001: Environmental Management Systems: http://www.iso.org/iso/iso14000
** Years in business means number of years in fulfilling commercial furniture orders

8.3   Referee Report

8.3.1   Applicants must provide at least one referee report for each Category in the Application. One referee report can cover multiple Categories.

8.3.2   Schedule 3 defines the Scheme's Regions. Applicants must provide at least one referee report for each Region that they are applying for. One referee report can cover multiple Regions.

8.3.3   **Flexible Learning Furniture:**

Applicants must provide at least one referee report for the Flexible Learning Category. The referee report(s) must demonstrate the Applicant's:

(a)   experience in supplying furniture meeting the Flexible Learning Furniture Requirements; and

(b)   capacity to supply Flexible Learning Furniture in accordance with customer agreed timeframes.

Clause 8.3.2 above does not apply to the Flexible Learning Furniture Category.

8.4   Manufacturer Status

8.4.1   Suppliers can apply for manufacturer status which will be made available to buyers.

8.5   Insurances

8.5.1   Applicants must hold the insurances prescribed under the terms and conditions of the Customer Contract as below:

Listing	Product and Public Liability Insurance	Workers Compensation
Base Registered Suppliers	$10 million per occurrence or $10 million in the aggregate per annum	Yes
Advanced Registered Suppliers	$20 million per occurrence or $20 million in the aggregate per annum	Yes

8.5.2   Applicants must provide satisfactory evidence of insurance at the time of Application.

8.5.3   Successful Applicants must maintain current insurances during the term of the Scheme and provide a certificate of currency, if requested.

8.6   Flexible Learning Furniture additional criteria:

8.6.1   **Product list**

Applicants must provide a sample list of products meeting the Flexible Learning Furniture Requirements. The products included in the list must meet all required criteria and standards specified in Appendix 1 to Schedule 6 Statement of Requirements (Flexible Learning Furniture Requirements).

The Applicant must use the Product List template provided and include all information requested. The Applicant should demonstrate the range of its products and their suitability for the school environment in the Product List.

The Scheme Authority may, during the evaluation of the Applicant's products, request a sample of any products on the list. The Applicant should only include products on the list that will be available to the Scheme Authority within 7 days of request.

8.6.2   **Example bundles**

Appendix 2 to Schedule 6 Statement of Requirements sets out examples of settings for Flexible Learning Furniture.

Applicants for the Flexible Learning Furniture Category should provide examples of bundles of FLF Products as a complete setting. A maximum of 3 example bundles per setting should be included. Applicants should demonstrate bundles applicable to a range of school stages/ages.

9   NOTIFICATION OF ASSESSMENT OUTCOME

9.1   The Scheme Authority may accept or reject an Application based on the Acceptance Criteria. Applicants will be notified in writing on acceptance or otherwise of their Applications. .

10   SPECIAL REQUIREMENTS

Membership of the Scheme is subject to the following conditions:

10.1   Applicants must declare in the Application to the Scheme and during the term of the Scheme, whether, at any time it is:

(a)   subject to an Independent Commission Against Corruption (ICAC) proceeding; or

(b)   being prosecuted or convicted of any breach of work health and safety legislation, environmental protection legislation, industrial relations legislation, *Competition and Consumer Act*, or any other laws where a prosecution or

conviction would be relevant and material to the goods or services to be provided under the Scheme.

10.2 The Applicant agrees to cooperate with any financial assessment required by the Scheme Authority.

11 SUPPLY THROUGH A NOMINEE PURCHASER

11.1 A Customer can nominate a contractor to be registered as a Nominee Purchaser for the Scheme. A contractor maybe a construction company or a service provider engaged by the Customer.

11.2 A Contractor seeking to be a Nominee Purchaser should apply to the Customer concerned. The Contractor needs to submit an electronic Nominee Purchaser Nomination Form to NSW Procurement.

11.3 Applicants agree to supply Products to a Nominee Purchaser under the Scheme Conditions.

11.4 **Flexible Learning Furniture:** Any contractor authorised by the Scheme Authority in connection with the construction or refurbishment of a NSW public school is a Nominated Purchaser.

12 SUPPLIER ENGAGEMENT PROCESS

12.1 A Customer or its Nominee Purchaser can engage the Supplier by one of the following methods:

(a) issuing an Order to a single Supplier;

(b) sending a Request for Quote to one or more Suppliers; and

(c) establishing a PSA with one or more Suppliers.

13 AGREED TERMS AND CONDITIONS OF CUSTOMER CONTRACTS

13.1 Eligible Customers are entitled to place Orders for the supply of products by the Supplier under the Scheme.

13.2 Suppliers and Customers may agree on additional terms and conditions provided that they are no less favourable to the customer than the Customer Contract in Schedule 1 of the Scheme Conditions.

13.3 Eligible Customers (other than NSW Government Agencies) shall undertake the "buyer eligibility and registration" process to obtain an Eligible Customer Number from the link below:

http://news.procurepoint.nsw.gov.au/survey.php?sid=16239&name=nsw-eligible-buyer-application-nswbuy-number

13.4 Eligible Customers (other than NSW Government Agencies) will use the Customer Order Form together with the Eligible Customer Number when ordering under the Scheme.

13.5 **Flexible Learning Furniture:**

13.5.1 The Supplier must not market to or accept Orders from NSW public schools for FLF Products under any other contract with a NSW public school, NSW Government or any other circumstances, without the approval of the Scheme Authority.

13.5.2 The Supplier must not market to, offer to provide, or enter into any arrangement with NSW public schools to provide products and services that are:

(a) the same as, or similar to, FLF Products but are not FLF Products;

(b) any products or services supplementary to FLF Products, other than in accordance with this Scheme,

13.5.3 without the approval of the Scheme Authority. Eligible Customers may specify the form in which invoices are to be submitted. For example, Eligible Customers may require consolidated invoices in a specified format for Orders placed by the Eligible Customer.

13.5.4 The Scheme Authority will provide directions to the Supplier on how Eligible Customers may place Orders. The directions may change from time to time and be different for individual Eligible Customers and parts of Eligible Customers. The Supplier must only accept Orders consistent with the Scheme Authority's directions.

14 CHANGES TO SUPPLIER STATUS

14.1 A Supplier under the Scheme may request changes to their Supplier Status during the term of the agreement through the eTendering website at https://tenders.nsw.gov.au/ :

(a) change of Categories; and/or

(b) change of Regions

The changes will be subject to approval by the Scheme Authority.

14.2 A Supplier under the Scheme who wishes to upgrade from a Base Registered Supplier List to the Advanced Registered Supplier List needs to submit a new Application.

14.3 The Scheme Authority may downgrade a Supplier from the Advanced Registered Supplier List to the Base Registered Supplier List if:

(a) the Supplier has failed to keep up-to-date certifications;

(b) the Supplier has failed to keep up-to-date minimum $20 million per occurrence or $20 million in the aggregate per annum insurance certificate of currency; or

(c) the Supplier's financial situation no longer justifies it supplying high risk projects.

15 SUPPLIER CATALOGUE

15.1 Applicants agree to submit and maintain their catalogue on the NSWBuy online system.

15.2 Applicants agree to identify products with significant Small and Medium Enterprises (SME), Indigenous Businesses and Australian Disability Enterprises (ADEs) content in the NSWBuy catalogue.

Significant content is defined as products sourced directly by the contractor from a SME, Indigenous Business or ADE, products for which a SME, Indigenous Business or ADE has added unique or intrinsic value, such as graphic or technical design or manufactures or assembles the final product on behalf of the contractor, provided significant SME, Indigenous or ADE content is 20% or greater of the product price including GST. For details refer to www.procurepoint.nsw.gov.au

15.3 Applicants agree to identify Good Environmental Choice Australia (GECA) (or similar) certified products in the NSWBuy catalogue.

15.4 Applicants agree to NSWBuy terms and conditions in Schedule 3 of the Scheme Conditions.

15.5 Applicants agree to ensure all catalogued items meet the requirements in Schedule 6 Statement of Requirements under the Scheme, and exclude items specified under Clause 4.2.

15.6 Product(s) in the NSWBuy catalogue can be removed by the Scheme Authority at its sole discretion with notice to the Supplier, if the Scheme Authority consider the product(s) to be unsuitable for the government environment.

15.7 Flexible Learning Furniture

15.7.1 Clauses 15.1, and 15.4 to 15.6 inclusive do not apply to Flexible Learning Furniture.

15.7.2 Suppliers will make available the following information about FLF Products to Eligible Customers, including NSW public schools:

(a) product images;

(b) product prices;

(c) geographical coverage;

(d) if assembly/installation is required; and

(e) applicable certifications / standards met.

15.7.3 Suppliers will comply with any marketing guidelines issued by the Scheme Authority from time to time in connection with Flexible Learning Furniture.

15.7.4 To be clear, Suppliers must only supply products under the Flexible Learning Furniture Category that meet all Flexible Learning Furniture Requirements. To be clear, Supplier must not supply items specified under Clause 4.2.

15.7.5 The Scheme Authority may in its discretion, at any time, notify a Supplier that a product is not a FLF Product. The Supplier must immediately cease to supply this product under the Flexible Learning Furniture Category.

Scheme Authority may require use of an electronic catalogue

15.7.6 Electronic catalogues may be made available for NSW public schools to order FLF Products from the Supplier. The Scheme Authority may require the Supplier to use an electronic catalogue for the placement of Orders. Electronic catalogues may include third party marketplaces and credit card gateway facilities.

15.7.7 If an electronic catalogue is established, Suppliers will provide information about its FLF Products in the format required. The information required may include the information listed in Clause 15.7.2 above.

Terms and use of electronic catalogue

15.7.8 The Supplier's use of the electronic catalogue may be subject to the Supplier agreeing on additional terms with the Scheme Authority and/or a third party electronic catalogue provider.

15.7.9 The Supplier is responsible for entering into the agreement of any third party provider and all matters relating to its relationship with that third party. The Supplier must not make any claims against the Scheme Authority for matters arising out of or in connection with that third party provider or its electronic catalogue.

15.7.10 The terms of use of the electronic catalogue may include:

(a) the Supplier exclusively using the electronic catalogue for FLF Products;

(b) how content is to be provided, detailed and classified including format;

(c) obligations to attend training;

(d) the Supplier implementing or changing its systems, processes and procedures; and

(e) payment of fees or charges to a third party.

Supplier acknowledgments

15.7.11 The Supplier acknowledges and accepts that:

(f) it is responsible for ensuring, including putting in place processes and procedures, the currency, completeness and accuracy of its content on the electronic catalogue;

(g) the Scheme Authority and Eligible Customers are not responsible for any errors in the online catalogue including the Supplier's content on the electronic catalogue;

(h) errors in the content in the electronic catalogue can result in errors to Orders. The Supplier is responsible for any such errors and any consequences; and

(i) the Scheme Authority does not make any promises that:

(i) the electronic catalogue will meet any specifications, be available without interruption or error-free;

(ii) errors in the electronic catalogue can be corrected or without delay; and

(j) the electronic catalogue and related services are provided "as is".

Changes

15.7.12 The Scheme Authority may change requirements for the Supplier's use of electronic catalogues including terms.

15.7.13 If the Supplier's use of an electronic catalogue involves the Supplier paying fees that were not communicated to the Supplier before pricing was agreed, then the Supplier may propose price increases for the Scheme Authority's approval. The Contract Authority will, acting reasonably, approve or reject the price increase.

16 PERFORMANCE REPORTING BEHAVIOUR

16.1 Supplier performance monitoring and reporting will be conducted in accordance with the following principles on the basis of their performance under contracts made with agencies under the Scheme:

(k) the mutual objective of contracting parties to achieve continuous performance improvement;

(l) the utilisation of performance reporting as a tool to facilitate the identification and resolution of project issues under the contract;

(m) open, proactive and objective performance monitoring and periodic formal reporting by the representatives of both parties to a contract;

(n) performance being on the agenda at regular formal contract meetings;

(o) performance issues being promptly addressed by the parties concerned;

(p) performance issues being discussed openly with the Supplier to ensure that concerns (such as dissatisfaction with performance) do not come as a surprise when subsequently documented in the relevant Performance Report;

(q) objective statements or documents consistent with and supporting the performance rating should be used to provide the basis for the ratings recorded in a performance report;

(r) the assessment of the performance of the Supplier should take account of individual behaviour when necessary to highlight performance problems for resolution; and

(s)   a proactive approach to initiating and encouraging communication by either party to discuss performance and performance reporting matters, including making arrangements for formal performance reporting consultation meetings.

17   PERFORMANCE REPORTING PROCESS

17.1   Agencies will be responsible for the preparation of Performance Reports in the form prescribed.

17.2   When a Performance Report is prepared, the Agency shall:

(a)   provide a copy of the Performance Report to the Supplier; and

(b)   forward the original to the Scheme Authority.

17.3   If the Supplier disagrees with the Performance Report, the Agency and the Supplier must attempt to resolve the disagreement in the first instance. Following an unsuccessful attempt to resolve the disagreement, the Supplier may refer the Performance Report, with written reasons for the disagreement, to the Scheme Authority.

17.4   The Scheme Authoritymay:

(a)   arrange a meeting between Supplier and the Agency to discuss and consider the Performance Report and reasons;

(b)   determine the disagreement;

(c)   if necessary, amend the Performance Report;

(d)   notify the Supplier of its decision; and

18   PERFORMANCE MANAGEMENT

18.1   The Scheme Authority will manage the performance of Suppliers by:

(a)   monitoring performance through performance scorecards with key performance indicators (which may include but not limited to logistics and customer support capabilities), NSW Procurement Board Policy Framework compliance, NSWBuy catalogue availability, on time reporting, contract performance and project outputs and outcomes;

(b)   conducting random audits according to Schedule 6 Statement of Requirements;

(c)   applying sanctions, such as temporary suspension from the Scheme, where performance is determined to be unsatisfactory;

(d)   revoking a Supplier's membership of the Scheme, following due consideration of the circumstances, where performance is determined to be unsatisfactory; and

(e)   providing the opportunity for a Supplier to request a review of the decisions referred in paragraphs (c) and (d) above.

19   SUPPLIER REPORTING

19.1   Suppliers are required to record information and provide periodic and ad hoc electronic management reports based on parameters specified by the Scheme Authority (specific data fields, definitions and reporting format) to Customers and the Scheme Authority at no additional cost. Hard copy reports will also be provided to Customers, if requested.

19.2 Scheme suppliers must provide a report every three months in the format prescribed at Schedule 5 one month after reporting period ends, i.e. by the end of April for Jan to March period and by the end of July for April to June period. This reporting frequency will be reviewed after six months. Other management reports may be required in addition to this minimum requirement from time to time.

19.3 On time reporting forms a key part of the supplier performance monitoring. Failure to comply with the reporting requirement may lead to suspension or revoking of Scheme membership.

19.4 **Flexible Learning Furniture:**

20 SUPPLIERS OF FLF PRODUCTS MUST PROVIDE MONTHLY REPORTS IN THE TEMPLATE PROVIDED AND MAY BE REQUIRED TO PROVIDE ADDITIONAL INFORMATION AS REQUESTED BY THE SCHEME AUTHORITY FROM TIME TO TIME. SUPPLIER LISTING

20.1 A list of the Scheme's prequalified Suppliers will be available to Customers.

20.2 Suppliers will be listed as follows:

(a) by Supplier listing: Advanced Registered Suppliers will be listed above Base Registered Suppliers; and

(b) within each Supplier listing, Suppliers may also be listed in order of value of reported sales under the Scheme; and

(c) Flexible Learning Furniture Category Suppliers may be listed separately.

20.3 Sales under the Scheme will be calculated from the sum of total sales from the beginning of the Scheme as reported in the Supplier Reports.

21 SUSPENSION FROM THE SCHEME

21.1 The Scheme Authority may suspend a Supplier from the Scheme for a period of three months if it considers the Supplier has:

(a) not complied with the Scheme Conditions; or

(b) demonstrated unsatisfactory performance; or

(c) not complied with the reporting requirements.

21.2 The Scheme Authority may continue the suspension of the Supplier from the Scheme until satisfactory resolution of the matters that resulted in the suspension of the Supplier.

21.3 Prior to the Supplier being suspended, the Scheme Authority will advise the Supplier by email or letter of the matters prompting the proposed suspension action and will give the Supplier the opportunity to provide reasons as to why it should not be suspended.

21.4 The Scheme Authority will advise the Supplier of the reasons for the suspension and of any actions by the Supplier required to lift the suspension. A Supplier that has been suspended from the Scheme must inform the Department if and when the actions required to lift the suspension have been undertaken.

21.5 If the action taken by the Supplier is considered by the Scheme Authority to be insufficient, the suspension period may be extended and the Supplier will be notified accordingly.

22 REMOVAL FROM THE SCHEME

22.1 The Scheme Authority may terminate a Supplier's membership of the Scheme if the Scheme Authority considers that a Supplier has:

(a)   breached the Scheme Conditions; or

(b)   failed to meet applicable financial requirements; or

(c)   been the subject of substantiated reports of unsatisfactory performance for NSW Government agencies; or

(d)   been determined by the Scheme Authority as not suitable for future work; or

(e)   rejected opportunities to tender/quote to such an extent that it is considered unsatisfactory by the Scheme Authority; or

(f)   experienced an adverse change in capacity or capability; or

(g)   experienced an adverse change in business status; or

(h)   failed to promptly and adequately address the reasons for a temporary suspension from the Scheme under Clause 24; or

(i)   been convicted of any breach of its obligation under work health and safety legislation, environmental protection legislation, industrial relations legislation, competition and consumer legislation, and any other laws, which the Scheme Authority finds the conviction of which necessitates removal from the scheme; or

(j)   otherwise failed to meet the standards required of the Scheme in terms of its project outcomes, business management systems, client satisfaction and ethical business practices; or

(k)   has acted in breach of the Business and Ethics Statement https://education.nsw.gov.au/about-us/supplying-to-us/media/documents/statement-of-business-ethics.pdf

22.2   Before a Supplier's membership is revoked, the Scheme Authority will advise the Supplier by email of the matters prompting the proposed action and will give the Supplier the opportunity to provide reasons as to why its membership should not be revoked.

23   REAPPLICATION PROCESS

23.1   Unsuccessful Applicants may reapply for admittance to the Scheme at any time during the term of the Scheme.

23.2   Suppliers who are removed or have withdrawn from the Scheme under Clause 22 can re-apply for admittance to the Scheme after 12 months from the date of removal.

24   REQUEST FOR REVIEW OF DECISION TO SUSPEND OR REMOVE SUPPLIER

24.1   Where an Applicant and/or Supplier consider that there are substantive grounds for a review of:

(a)   the decision not to admit the Applicant to the Scheme; or

(b)   the decision to downgrade the status of the Supplier under the Scheme; or

(c)   the decision to suspend the Supplier from the Scheme; or

(d)   the decision to remove the Supplier's membership on the Scheme,

the Supplier may, within 20 days from the receipt of letter or email advising of the original decision, request a review of the decision in writing, by emailing full details of the reasons for the request for review to:

CPO
NSW Department of Education
105 Phillip Street
Parramatta NSW 2150

24.2 The Scheme Authority will inform the Supplier of the outcome of the review in writing.

25   APPLICANT'S ACKNOWLEDGEMENT

25.1 In applying for membership, the Applicant agrees to accept the Scheme Conditions.

26   DISCLAIMER

26.1 The Scheme Authority reserves the discretion to:

(a)   accept an Applicant with or without limitations and/or conditions;

(b)   reject an Application;

(c)   suspend or revoke a Supplier's membership of the Scheme; and/or

(d)   revoke a Supplier's admission to the Scheme.

26.2 The Scheme Authority will not be held liable for any costs or damages incurred by the Supplier in the exercise of such discretion.

27   PREQUALIFICATION NO GUARANTEE OF WORK

27.1 Prequalification by a Supplier does not guarantee:

(a)   continuity of Prequalification in the Scheme;

(b)   receipt of opportunities to supply; or

(c)   that agency contracts or work of any kind or quantity will be offered.

28   ASSIGNMENT AND NOVATION

28.1 Prequalification is personal to the Supplier and the Supplier may not assign its membership under the Scheme.

28.2 If a Supplier is merged with or acquired by another company, the Supplier may transfer the Scheme membership to the new company by contacting the Scheme Authority and applying for a Scheme Novation Process.

29   TERMINATION

29.1 The Scheme can be terminated with 90 days' notice at the sole discretion of OFS by posting a Termination Notice on the NSW Government eTendering website.

29.2 The Supplier may, at any time after the establishment of the relevant Scheme discontinue its participation in the Scheme by given written notice to the Scheme Authority. Upon receipt of the notice, the Scheme Authority will notify the supplier of the receipt of the withdrawn notice and remove the Supplier from the Scheme immediately.

29.3 After the Supplier is removed from the Scheme, the Supplier agrees:

(a)   not to accept any new Orders under the Scheme;

(b)   that Orders placed prior to a Supplier withdrawn its membership or revoked from the Scheme must be fulfilled in accordance with the customer contracts

made, unless the Customer cancel or terminate or transition the Customer Order at the Customer's option without liability; and

(c) that if requested by the Customer, the Supplier will work with the Customer in good faith during the transition period.

30 DISCLOSURE

30.1 The Scheme Authority and NSW Government Agencies will disclose Scheme information in accordance with the *Government Information (Public Access) Act (NSW) 2009* and the NSW Procurement Board Procurement Policy Framework at http://www.procurepoint.nsw.gov.au/policy-and-reform/nsw-procurement-board/nsw-procurement-board-policy-framework.

31 AMENDMENT OF THE SCHEME

31.1 The Scheme will be monitored by the Scheme Authority to assess whether the objectives and intent of the Scheme are being met. Amendments may be made at the Scheme Authority's discretion during the term of the Scheme.

32   DEFINITION OF TERMS

Unless the context indicates otherwise, the following terms, where used in the Scheme Conditions and the Customer Contract Terms will have the meanings set out below.

"ABN" means an Australian Business Number as provided in the GST Law.

"ACN" means an Australian Company Number as provided in the GST Law.

"Acceptance Criteria" means the criteria in Clause 8.

"Applicant" means the entity who submits an Application to the Scheme.

"Application" means an application by an Applicant for entry into the Scheme containing the necessary information to enable assessment of it.

"Australian Disability Enterprises"(ADEs) means not for profit organisations, with charitable status, which provides supported employment opportunities to people with significant disability who would otherwise not be able to work.

"Assessment" means the assessment of applications against the Acceptance Criteria.

"Customer" means a NSW Government sector agency or an Eligible Customer that has placed an Order.

"Customer Contract" means the contract between the Customer and the Supplier for the supply of Products as further defined in clause C.C.3 of the relevant Customer Contract Terms.

"Customer Contract Terms" means the relevant terms and conditions attached to Schedule 1.

"Eligible Customer" means:

(a)   a government sector agency as defined in the *Government Sector Employment Act*;

(b)   a public body as described in Clause 6 of the Public Works and Procurement Regulation; and/or

(c)   such other persons or entities, which the Scheme Authority may from time to time in the his/her discretion, specify.

"FLF Products" means furniture products for the Flexible Learning Furniture Category described in the Statement of Requirements including the Flexible Learning Requirements.

"Indigenous Businesses" means businesses which are majority owned (at least 50 per cent of the ownership of the business), controlled and managed by a person(s) of Aboriginal and/or Torres Strait Islander descent.

"Material Adverse Event" means where the Applicant or Supplier is subject to insolvency or an ICAC inquiry or legal proceedings.

"NSW Procurement Board Procurement Policy Framework" means the NSW Procurement Board Procurement Policy Framework, as amended from time to time that may be applicable to the Scheme. The framework can be downloaded from:
https://www.procurepoint.nsw.gov.au/policy-and-reform/goods-and-services/nsw-procurement-board-policy-framework

"Order" means an order issued to a Supplier under the Scheme to make a Customer Contract.

"Product" means furniture products described in the Statement of Requirements.

"Purchasing Card' is a type of corporate charge card that can be used to procure a range of predefined business-related goods and services.

"Scheme" means the Prequalification Scheme: Office Furniture.

"Scheme Authority" means the State of New South Wales through its Department of Education

"Small and Medium Enterprises (SME)" means Small and Medium Enterprise from NSW, other states and territories of Australia and New Zealand with up to 200 full time equivalent employees.

"Supplier" means an Applicant that has been admitted to the Scheme.

SCHEDULE 1 – CUSTOMER CONTRACT TERMS

Refer to Customer Contract Terms attached.

SCHEDULE 2 – NSWBUY REQUIREMENTS

Refer to *NSWBuy Requirements:*
https://www.procurepoint.nsw.gov.au/sites/default/files/documents/nswbuy_requirements.pdf

SCHEDULE 3 – SCHEME REGIONS

Scheme regions are aligned with NSW Health regions as below:

Scheme Regions
Metropolitan
Mid North Coast & Northern NSW
Western NSW
Far West
Southern NSW (including Illawarra Shoalhaven)
Hunter New England
Murrumbidgee

Detail of each region is available from: http://www.health.nsw.gov.au/lhd/pages/default.aspx#

Flexible Learning Furniture:

The regions applicable to Flexible Learning Furniture are:

Scheme Regions	Description
Hunter/Central Coast	Cessnock, Dungog, Lake Macquarie, Maitland, Muswellbrook, Newcastle, Port Stephens, Singleton, Upper Hunter Shire, Gosford, Wyong
Illawarra and South East	Bega Valley, Bombala, Boorowa, Cooma-Monaro, Eurobodalla, Goulburn Mulwaree, Harden, Kiama, Palerang, Queanbeyan, Shellharbour, Shoalhaven, Snowy River, Upper Lachlan, Wollongong, Yass Valley, Young
New England	Armidale Dumaresq, Glen Innes Severn, Gunnedah, Guyra, Gwydir, Inverell, Liverpool Plains, Moree Plains, Narrabri, Tamworth Regional, Tenterfield, Uralla, Walcha
North Coast	Ballina, Bellingen, Byron, Clarence Valley, Coffs Harbour, Gloucester, Great Lakes, Greater Taree, Hastings, Kempsey, Kyogle, Lismore, Nambucca, Richmond Valley, Tweed, Unincorporated NSW (Lord Howe Island), Norfolk Island
Riverina	Albury, Berrigan, Bland, Carrathool, Conargo, Coolamon, Cootamundra, Corowa Shire, Deniliquin, Greater Hume Shire, Griffith, Gundagai, Hay, Jerilderie, Junee, Leeton, Lockhart, Murray, Murrumbidgee, Narrandera, Temora, Tumbarumba, Tumut Shire, Urana, Wagga Wagga, Wakool
Western NSW	Balranald, Bathurst Regional, Blayney, Bogan, Bourke, Brewarrina, Broken Hill, Cabonne, Central Darling, Cobar, Coonamble, Cowra, Dubbo, Forbes, Gilgandra, Lachlan, Lithgow, Mid-Western Regional, Narromine, Oberon, Orange, Parkes, Walgett, Warren, Warrumbungle Shire, Weddin, Wellington, Wentworth, Unincorporated NSW (Far West)
Greater Metropolitan Area	Ashfield, Auburn, Bankstown, Baulkham Hills, Blacktown, Blue Mountains, Botany Bay, Burwood, Camden, Campbelltown, Canada Bay, Canterbury, Fairfield, Gosford, Hawkesbury, Holroyd, Hornsby, Hunters Hill, Hurstville, Kiama, Kogarah, Ku-Ring-Gai, Lake Macquarie, Lane Cove, Leichardt, Liverpool, Maitland, Manly,

	Marrickville, Mosman, Newcastle, North Sydney, Parramatta, Penrith, Pittwater, Randwick, Rockdale, Ryde, Shellharbour, Strathfield, Sutherland, Sydney, Warringah, Waverly, Willoughby, Wingecarribee, Wollondilly, Wollongong, Woollahra, Wyong

SCHEDULE 4 – PERFORMANCE REPORT

Refer to <u>Performance Report</u> attached.

SCHEDULE 5 – SUPPLIER REPORTING

Refer to <u>Supplier Reporting Template</u> attached.

Flexible Learning Furniture only: Refer to <u>Flexible Learning Furniture Supplier Reporting Template</u> attached.

SCHEDULE 6 – STATEMENT OF REQUIREMENTS

1 PRODUCT CERTIFICATIONS

1.1 Standards

1.1.1 All relevant products supplied under the Scheme are to be tested in an accredited laboratory and are independently certified for current Australian and New Zealand Standards (AS/NZS) or Business and Institutional Furniture Manufacturer's Association (BIFMA) or British Standards or similar. Office Chairs (Adjustable chairs used in office environment) have to meet current AFRDI or BIFMA Standards. Workstations and Office Desks have to meet AS/NZS 4442 and 4443. Fixed height chairs and height adjustable chairs must at a minimum meet AS/NZS Level 4.

1.1.2 Fixed height chairs and height adjustable chairs must at a minimum meet AFRDI Level 4:

(a) Australian Furniture Research and Development Institute Ltd (AFRDI), or

(b) other laboratories accredited by National Aptitude Test in Architecture (NATA) or International Accreditation New Zealand (IANZ) for conducting the relevant testings.

1.1.3 The Supplier must ensure the Products supplied under the Scheme are manufactured from wood that is independently certified as meeting global forest management standards by the Program for Endorsement of Forest Certification schemes (PEFC), Forest Stewardship Council (FSC) or Australian Forestry Standards (AFS).

1.1.4 The Supplier must ensure Particle Board and MDF supplied under the Scheme are certified by NATA certified laboratories for Formaldehyde Emission of E1 or lower.

1.1.5 Component Certification is different to Product Certification, and Component Certification is not accepted under the Scheme.

1.1.6 This clause 1.1 does not apply to FLF Products.

1.2 Commercial Environment

1.2.1 Supplier must ensure the Products are fit-for-purpose in a commercial environment.

1.3 Quality Management Systems (QMS)

1.3.1 The Supplier must ensure the Products supplied under the Scheme are manufactured in factories with ISO 9001 certification to manufacture such Products.

1.3.2 The Supplier must ensure the Products supplied under the Scheme are assembled in factories with ISO 9001 certification to assemble such Products.

2 PRODUCT LABELLING

2.1 Product Label

2.1.1 Suppliers must ensure all products supplied under the Scheme include a permanent label to provide company name and contact detail of the Supplier. This is to assist Customers with warranty claims.

2.1.2 Suppliers must ensure all Chairs supplied under the Scheme include labels for adjustment instructions that are visible in a seated position.

3 INSTALLATION

3.1 Installation Conditions

3.1.1 The Supplier must ensure that any persons (including sub-contractors and agents) carrying out work are both competent and experienced in the relevant type of work and are appropriately licensed or registered. Prior to the commencement of the installation, the Supplier must be aware of and comply with all industrial matters, awards, codes of industrial conduct, industry agreements and site agreements that may apply.

3.1.2 The Supplier is to provide protection against damage for all work before, during and after delivery and installation of the project. The Supplier shall take all reasonable precautions against damage to buildings and installations while delivering and during installation.

3.1.3 As a condition of completion, all product packaging must be removed from site.

3.1.4 Upon completion of the project the Supplier shall remove all of its equipment, surplus materials and debris, leaving the installation site in a satisfactory condition.

3.1.5 Depositing of rubbish in on-site bins is not allowed. Suppliers must remove all rubbish from site.

3.1.6 **Additional requirements for Flexible Learning Furniture**

(a) Without limiting the Supplier's obligations to comply with all applicable laws, the Scheme Authority or Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors engaged in the performance of any Customer Contract or Order to comply with any Working with Children Check requirements and comply with the *Child Protection (Working with Children) Act 2012* (NSW) and all related laws concerning child protection. This will be at the Suppliers cost.

(b) Suppliers must remove all product packaging and other rubbish from site and dispose of it in an environmentally sustainable manner.

4 DELIVERY AND INSTALLATION

4.1 Standard Delivery Time

4.1.1 Customers and Suppliers shall agree on delivery conditions prior to placing the Order.

4.1.2 In the absence of an agreed Delivery Time (in writing), the following default Delivery Time will apply:

(a) catalogue products: Two weeks from the date of receiving of Order; and

(b) custom-made products: Six weeks from the date of receiving of Order.

4.1.3 In the event a supplier fails to deliver the furniture according to the agreed Delivery Time, the Supplier agrees to provide temporary equivalent or better Product(s) to the Customer at no additional cost to the Customer. The Product(s) will remain on the Customer site until the Order has been fulfilled.

4.2 Emergency Delivery

4.2.1 From time to time, the Customer may require the Supplier to deliver furniture products in an Emergency.

4.2.2 In these Emergency Situations, the Supplier must make the best effort in:

(a) providing the specified product(s), or

(b) providing product(s) that meet/s the same functional requirement.

4.2.3   Delivery must be made according to the following timelines:

    (a)   Metropolitan Areas: within 24 hours of receipt of Order; and

    (b)   Regional Areas: within 48 hours of receipt of Order.

4.3   Flexible Learning Furniture

The Supplier must arrange delivery and installation (where installation is required) for all FLF Products.

5   PRODUCT WARRANTY

5.1   All products are to be guaranteed against all defects arising from faulty workmanship and materials for the periods below:

    (a)   Seating:

        (i)   10 years minimum warranty period: Seating with five star caster base (except for gas canister caster base); and

        (ii)   5 years minimum warranty period: all other Seating.

    (b)   Steel Furniture: Ten years minimum warranty period.

    (c)   Workstations, Desktops and Tables: Ten years minimum warranty period.

    (d)   Other Furniture Not Listed Above: Five years minimum warranty period.

    (e)   Recycled and Refurbished Furniture (Workstations and Steel Furniture only): Five years minimum warranty period.

    (f)   Flexible Learning Furniture: One year minimum warranty period. This warranty must also apply to any installation of FLF Products.

6   FLEXIBLE LEARNING FURNITURE REQUIREMENTS

In addition to the requirements set out above, all Flexible Learning Furniture supplied under the Scheme must meet the requirements set out in the Flexible Learning Furniture Requirements in Appendix 1.

Appendix One

Flexible Learning Furniture Requirements

The furniture items described in this document are intended to enable furniture settings that support future focused learning and teaching and flexible learning environments in NSW public schools.

GENERAL OVERVIEW

Flexible Learning Furniture is intended to offer a variety of innovative furniture solutions and design options to accommodate a variety of learning modes and spaces for NSW public schools.

The requirements for FLF Products have been categorised into furniture settings. Where appropriate, the settings has been linked to relevant learning modes to provide a context for how settings might be used to support future focused learning and teaching. It is expected that furniture solutions should be able to be used flexibly between settings to provide adaptable solutions for a variety of learning spaces and learning modes. The learning modes and the settings are described further in this Appendix 1 and in Appendix 2.

Suppliers are encouraged to offer:
- package options (i.e. a complete setting) as well as individual FLF Products; and
- FLF Products that can be used across multiple settings.

	LEARNING MODES							
	Collaboration	Discussion	Demonstration	Experiential	Explicit	Feedback and reflection	Guided	Independent
A place to…	learn with others	talk about and share my ideas	present my learning	make, explore and investigate	learn from experts	learn about my learning	learn with an expert	learn by myself
A: Table with seating	✓						✓	✓
B: Standing height bench/tables	✓			✓			✓	✓
C: Low tabls	✓	✓						✓
D: Open floor space	✓	✓	✓	✓	✓	✓	✓	
E: Informal soft furnishing	✓	✓				✓		✓
F: Tiered seating			✓		✓			
G: Individual seating						✓		✓
H: Booth	✓	✓						✓
I: Teacher work space **J: Mobile/multipurpose storage** **K: Bag/personal storage**	Not applicable							

(Left vertical label: SETTINGS)

GENERAL REQUIREMENTS AND STANDARDS

1. FLF PRODUCT REQUIREMENTS

1.1 The following requirements apply to all FLF Products:

Required criteria
Any materials used in FLF Products must be easy to clean, including fabric used in upholstered furniture
FLF Products must be easy to maintain
FLF Products must not require to be affixed to any part of the building (i.e. no fixed joinery)
FLF Products must be fit for purpose and suitable for use in a school environment
Any soft furnishing FLF Products must be filled with soft foam and not polystyrene beans or micro-beads

2. STRUCTURAL STRENGTH AND STABILITY STANDARDS

2.1 All FLF Products must comply with all relevant Standards.

2.2 The Supplier must demonstrate compliance with relevant Standards by providing:

(a) evidence of certification by an Accredited Testing Body; or

(b) a statement confirming compliance,

at any time requested by the Scheme Administrator or Customer.

2.3 Accredited Testing Bodies are:

(a) National Associate of Testing Authorities (NATA)

(b) Australasian Furnishing Research and Development Institute – Blue Tick Product Certification Program (AFRDI)

(c) Business and Institutional Furniture Manufacturers Association (BIFMA)

2.4 The relevant Standards include the Standards in the following table:

Standard	Application
AS/NZS 1859.1:2004 or equivalent	Reconstructed wood based panels – Part 1: Particleboard
AS 2282:1999 or equivalent	Methods for testing cellular flexible polyurethane
AS/NZS 3813:1998 or equivalent	Plastic monobloc chairs
AS/NZS 4088.1:1996 or equivalent	Specification for burning behaviour of upholstered furniture
AS/NZS 4438:1997 or equivalent	Height adjustable swivel chairs
AS/NZS 4610:1999 or equivalent	Furniture school and education

AS/NZS 4668:2000 or equivalent	Fixed height chairs
AS/NZS 4790:2006 or equivalent	Furniture, storage units
AS/NZS 5079:2003 or equivalent	Filing cabinets and mobile pedestals
AS/NZS 4442:1997 or equivalent	Office desks, admin
AS/NZS 4443:1997 or equivalent	Office panel systems – workstations

2.5   To be clear, FLF Products must also comply with the requirements in clause 1.2 and
        1.3 of the Schedule 6 Statement of Requirements.

3.   ENVIRONMENTAL SUSTAINABILITY AND LOW TOXICITY STANDARDS

3.1   All FLF Products must comply with a recognised environmental sustainability
        Standard, such as:

(a)   Good Environmental Choice Australia (GECA)

(b)   Australasian Furnishing Research and Development Institute – Green Tick
        Product Certification (AFRDI)

(c)   Business and Institutional Furniture Manufacturers Association LEVEL®
        (LEVEL® by BIFMA)

3.2   FLF Products must be certified as complying with the recognised environmental
        sustainability Standard by an Accredited Testing Body.

3.3   To be clear, FLF Products must also comply with the requirements in clause 1.2 and
        1.3 of the Schedule 6 Statement of Requirements.

SPECIFIC FLF PRODUCT REQUIREMENTS

FLF Products must meet all required criteria detailed in the tables for each of the setting categories that corresponds with the description of the item.

A summary of each of the item descriptions is set out below. See the corresponding table for details of the required criteria.

SETTINGS	A: Table and seating	1. Tables 2A. Chairs with wheels 2B. Lecture chairs with wheels 2C. Stools 2D. Ottomans – single seat
	B: Standing	3. High tables 4A. High stools without wheels 4B. High stools with wheels 4C. Perch stools 5. Standing pads 6. Sit to stand desk riser
	C: Low seating	7. Low tables 8A. Low stools 8B. Soft furnishing seating
	D: Floor based	9A. Crashmats / beanbags 9B. Ottomans 9C. Stackable soft units 9D. Rubber seat pads 10A. Individual table top 10B. Laptop lap table 10C. Freestanding document holders 10D. Partitions
	E: Soft furnishing	11A. Ottomans – single seat 11B. Ottomans – multi seat 11C. Soft seat domes 11D. Lounges
	F: Tiered seating	12A. Static tiered ottomans 12B. High bench with lower ottomans 12C. Mobile tiered ottomans 12D. Stackable units
	G: Individual seating	13A. Seat and table – separate 13B. Seat and table – integrated 13C. Seat and table – soft / informal 14. Privacy pods
	H: Booth	15A. Static booth 15B. Mobile booth 16. Privacy pods 17. Library booth seating 18. Tables
	I: Teacher	19A. Teacher station – mobile 19B. Teacher station – static 19C. Teacher station – height adjustable 20. Mobile whiteboards
	J: Storage	21A. Storage – static with seating 21B. Storage – mobile with seating 21C. Storage – mobile without seating 22. Technology / makerspace
	K: Bag/personal storage	23. Bag/personal storage units

SETTING A: TABLES WITH SEATING

Primary learning modes			
✓ Collaboration	Discussion	Demonstration	Experiential
Explicit	Feedback and reflection	✓ Guided	✓ Independent

1. Tables	
Range of shapes including square, rectangular, round, arc, individual, abstract and interconnecting to support a variety of configurations depending on group size	
Range of heights suitable P-12	

Required criteria	Optional
Lockable castors	Height adjustable
	Writeable surface
	Coloured surface
	Flip top

2. Seating	
Range of heights and weight capacity suitable for P-12	
Range of designs appropriate to infants/primary/secondary environments	

A Chairs with wheels	

Required criteria	Optional
Castors	Stackable
Lightweight	Lockable castors
	Under chair storage
	Gas lift

B Lecture chairs with wheels (e.g. chair with tabletop attachment)	

Required criteria	Optional
Castors	Stackable
Swivel tabletop for use left or right handed	Lockable castors
	Under chair storage
	Gas lift
	Writable tabletop
	Removable tabletop

C Stools	
Hard, soft and balancing options	

Required criteria	Optional
Lightweight	Stackable
	Castors
	Gas lift
	Ergonomically moulded

D Ottomans – single seat	
For individual use	

Required criteria	Optional
Lightweight	Under seat storage
	Interconnecting shapes

SETTING B: STANDING HEIGHT BENCHES/TABLES

Primary learning modes			
✓ Collaboration	Discussion	Demonstration	✓ Experiential
Explicit	Feedback and reflection	✓ Guided	✓ Independent

3. High tables	
Range of shapes including square, rectangular, round, individual, abstract and interconnecting to support a variety of configurations depending on group size	
Range of heights suitable for standing P-12	
Required criteria	**Optional**
	Height adjustable
	Under bench storage
	Writeable surface
	Coloured surface
	Flip top
	Lockable castors

4. Stools	
Height adjustable to complement height adjustable tables	
Range of heights suitable for standing P-12	
A High stools without wheels	
Required criteria	**Optional**
Ergonomically moulded	Easy slide legs
Stackable	Soft seat pads
Lightweight	Gas lift
Footrest	Backrest
	Storage hook
B High stools with wheels	
Required criteria	**Optional**
Ergonomically moulded	Soft seat pads
Lightweight	Gas lift
	Backrest
	Storage hook
	Stackable
C Perch stools	
Required criteria	**Optional**
Sturdy non-slip base	Height adjustable
	Castors
	Tilt/angle adjust
	Backrest

5. Standing pads	
Allows for cushioning when standing	
Required criteria	**Optional**
Robust scuff proof material	Wobble boards with non-slip surface
Lightweight	

6. Sit to stand desk riser	
Accessory for use with standard height tables	
Required criteria	**Optional**
Anchors to tabletop of any size	Electric raising
Securely locks at multiple heights	
Easy to adjust	

SETTING C: LOW TABLES

Primary learning modes			
✓ Collaboration	✓ Discussion	Demonstration	Experiential
Explicit	Feedback and reflection	Guided	✓ Independent

7. Low tables	
Range of shapes including square, rectangular, round, individual, abstract and interconnecting to support a variety of configurations depending on group size	
Range of heights suitable for P-12	
Required criteria	**Optional**
	Lockable castors
	Writeable surface
	Coloured surface

8. Seating	
Range of heights suitable P-12	
Height suitable to use with low table	
A Low stools	
Hard and soft options	
Range of materials	
Required criteria	**Optional**
Lightweight	
B Soft furnishing seating	
Required criteria	**Optional**
Soft foam filling	
Sized for individual use	

SETTING D: FLOOR BASED

Primary learning modes			
✓ Collaboration	Discussion	✓ Demonstration	✓ Experiential
✓ Explicit	✓ Feedback and reflection	Guided	✓ Independent

9. Portable soft furnishing

A Crashmats/Beanbags

Variety of sizes P-12 and to suit different group size

Range of shapes including chair and sack

Required criteria	Optional
Lightweight	Carry handles
Soft foam filling	Waterproof

B Ottoman

Variety of sizes P-12 and to suit different group size

Range of shapes including interconnecting

Required criteria	Optional
Lightweight	Castors
	Under seat storage

C Stackable soft units

Variety of sizes and shapes to suit different construction configurations

Required criteria	Optional
Lightweight	

D Rubber seat pads

Required criteria	Optional
Robust material for use as seating, standing or kneeling pad	Storage caddy for when not in use
Lightweight	Carry handle
Waterproof	

10. Accessories

A Individual table top

Required criteria	Optional
Adjustable height	Easy storage when not in use
Lightweight	Castors
Able to hold weight of laptop and writing	Writeable surface
	Flip top

B Laptop lap pad

Required criteria	Optional
Lightweight	
Able to hold weight of laptop and writing	

C Freestanding document holders

Required criteria	Optional
Adjustable height	

D Partitions

Range of sizes and heights

Required criteria	Optional
Lockable castors	Writeable surface panels
Easy to manoeuvre	
Fold away for easy storage	

SETTING E: INFORMAL SOFT FURNISHING

Primary learning modes			
✓ Collaboration	✓ Discussion	Demonstration	Experiential
Explicit	✓ Feedback and reflection	Guided	✓ Independent

11. Soft seating	
Range of heights suitable P-12 and to suit range of desk heights	
Range of designs appropriate to infants/primary/secondary environments	
Range of shapes including straight, curved, round and abstract	
A Ottomans – single seat	
For individual use	
Required criteria	**Optional**
Lightweight	Under seat storage
	Interconnecting shapes
B Ottomans – multi-seat	
Required criteria	**Optional**
Lightweight or castors	Under seat or backrest storage
	Interconnecting shapes
	Backrest
C Soft seat domes	
Required criteria	**Optional**
Lightweight	Textural fabric
D Lounges	
Required criteria	**Optional**
	Castors
	Interconnecting modules for variety of configuration
	Under seat or integrated storage

SETTING F: TIERED SEATING

Primary learning modes			
Collaboration	Discussion	✓ Demonstration	Experiential
✓ Explicit	Feedback and reflection	Guided	Independent

12. Tiered Ottomans	
A Static tiered ottomans	
Fixed amphitheatre seating	
Range of sizes suitable P-12	
Required criteria	**Optional**
Secure – will not tip	Whiteboard/pin board surface on back
	Under seat storage
	Storage trays/cupboards at back
	Lockable castors
B High bench with lower ottoman	
Lower level ottoman curved bench seating	
Wrap around bench with stools behind at high level	
Required criteria	**Optional**
	Castors
C Mobile	
Movable tiered levels	
Range of sizes suitable P-12	
Arc or straight shape	
Required criteria	**Optional**
Secure – will not tip	
Lockable castors	
D Stackable units	
Range of sizes suitable P-12	
Required criteria	**Optional**
Non slip when stacked	
Lightweight	

SETTING G: INDIVIDUAL SEATING

Primary learning modes			
Collaboration	Discussion	Demonstration	Experiential
Explicit	✓ Feedback and reflection	Guided	✓ Independent

13. Seat and table	
A Seat and table - separate	
Desk accommodating single student	
Desk of modular shape can be joined to others	
Required criteria	**Optional**
Lightweight	Writeable surface
B Seat and table - integrated	
Required criteria	**Optional**
Swivel tabletop for use left or right handed	Writeable surface
	Removable surface
	Castors
	Storage – under seat, drink bottle, writing tools, laptop
C Seat and table - soft/informal	
Lightweight stools/ottomans/crashpads	
Lightweight individual tables for floor or informal	
Required criteria	**Optional**
Soft foam filling	
Lightweight	

14. Privacy pods	
Range of sizes suitable P-12	
Individual use	
Required criteria	**Optional**
High screening for acoustic blocking and privacy	Removable high surround
	Integrated seat and desk
	Under seat storage
	Charging capabilities
	Castors

SETTING H: BOOTH

Primary learning modes			
✓ Collaboration	✓ Discussion	Demonstration	Experiential
Explicit	Feedback and reflection	Guided	✓ Independent

15. Booth seating

A   Static booth

Range of sizes suitable P-12

Variety of shapes including straight and curved

Required criteria	Optional
Ergonomic back support	Under seat storage
	Power/charging capability

B   Mobile booth

Range of sizes suitable P-12

Range of sizes to support small groups and individual students

Variety of shapes including straight and curved

Required criteria	Optional
Ergonomic back support	Under seat storage
Lockable castors	Power/charging capability
	Removable high surround

16. Privacy pods

Range of sizes suitable P-12

Individual use

Required criteria	Optional
High screening for acoustic blocking and privacy	Removable high surround
	Integrated seat and desk
	Under seat storage
	Power/charging capability
	Castors

17. Library booth seating

Large ottoman style seating

Required criteria	Optional
Incorporated library shelving	Power/charging capability
	Under seat storage
	High acoustic screening

18. Tables

Range of sizes to complement booth size

Range of heights suitable P-12

Required criteria	Optional
	Writeable surface
	Coloured surface
	Flip top
	Lockable castors
	Height adjustable

SETTING I: TEACHER WORKSPACE

19. Teacher stations	
A Teacher station – mobile	
Minimal footprint	
Workstation for laptop	
Required criteria	**Optional**
Integrated storage	Pull out expanding panels for increased desktop
Lockable castors	Adjustable height
	Power/charging capability
	Lockable storage
B Teacher station – static	
Minimal footprint	
Workstation for laptop	
Required criteria	**Optional**
Integrated storage	Adjustable height
	Pull out expanding panels for increased desktop
	Power/charging capability
	Lockable storage
C Teacher station – height adjustable	
Minimal footprint	
Workstation for laptop	
Adjustable height from sit to stand	
Required criteria	**Optional**
Easy to adjust	Power/charging capability
Incorporated storage	Lockable storage
	Electric height adjustment

20. Mobile whiteboards	
Required criteria	**Optional**
Lockable castors	Power/charging capability
Storage solutions – at a minimum to accommodate whiteboard markers etc	Lockable storage
	Adjustable height

SETTING J: MOBILE/MULTIPURPOSE STORAGE

21. Storage	
A Storage – static with seating	
Open shelving or locker style storage	
Soft ottoman seating incorporated	
Straight and curved	
Required criteria	**Optional**
Padded seat top	
B Storage – mobile with seating	
Tote tray style storage	
Range of sizes 4-16 trays	
Required criteria	**Optional**
Lockable castors	
Easy to manoeuvre	
Padded seat top	
C Storage – mobile without seating	
Variety of heights suitable P-12	
Small to large storage capability	
Storage for tote trays or larger tubs	
Required criteria	**Optional**
Lockable castors	Standing workstation
Easy to manoeuvre	Pin board/whiteboard backing
	Writeable surface

22. Technology/Makerspace	
Required criteria	**Optional**
Charging multiple device capability	Integrated workspace or seating
Power	Ability to anchor to wall or floor
Lockable castors	Seated or standing work height
Lockable storage	Tray, drawer or shelf storage – optional type
Easy to manoeuvre	Adjustable height
Robust material	

SETTING K: BAG/PERSONAL STORAGE

23. Bag/Personal student storage units	
Storage units for internal use	
Storage units for external use	
Required criteria	**Optional**
Adequate space for student bag and personal equipment storage	Hook, pigeon hole, locker solutions
	Lockable storage
	Lockable castors

Setting A: Tables with Seating

Recommended learning mode/s: Independent, guided, collaboration

Activity: Individuals working independently, pairs or small groups can use this setting. It is an ideal collaborative setting offering equitable participation for group work.

Furniture: The table is of standard seating height specific to the stage/age of students using the space. Different table shapes and configurations can be used to accommodate the group. Easily mobile seating options are preferred e.g. chairs on casters, stools that are light enough to move. The setting can be multiplied or used in conjunction with other settings to support larger groups. The furniture might offer additional functions where necessary, such as stackable chairs or flip top tables that allow the space to be reconfigured (e.g. in areas where space is limited and needs to serve multiple purposes) and writeable surfaces to further enable collaboration and creative thinking.

Operation: This space can be teacher or student-led. A facilitator can work directly with an individual, pair or group seated at the table or, where tables are multiplied, offer roaming support. A facilitator may also present to 1 or more tables at one time, however this is not the main purpose of this setting

Configuration Examples

a).
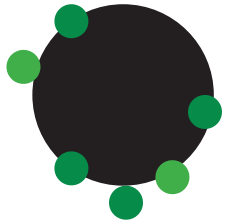
b).
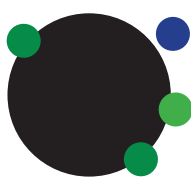
c).
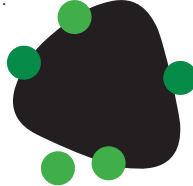
a).

b).

c).

Setting B: Standing Height Benches/Tables

Recommended learning mode/s: Experiential, independent, guided, collaboration.

Activity: Individuals working independently, pairs or small groups can use this setting. This setting would support shared construction or experimentation with closer access to the centre of the table from the sides.

Furniture: The table or bench will be at standing height specific to the stage/age of students using the space. Different table shapes and configurations can be used to accommodate the group. It may also offer seating such as stools which will also be specific to the height of the bench/ table. The setting can be multiplied or used in conjunction with other settings to support larger groups. Additional specifications such as casters and writeable surfaces can enable further flexibility and support for collaborative activities that encourage critical and creative thinking. Operation: This space can be teacher or student-led. A facilitator can work directly with an individual, pair or group seated at the table or, where tables are multiplied, offer roaming support. A facilitator may also present to 1or more tables at one time, however this is not the main purpose of this setting

b).

Configuration Examples

a).

b).
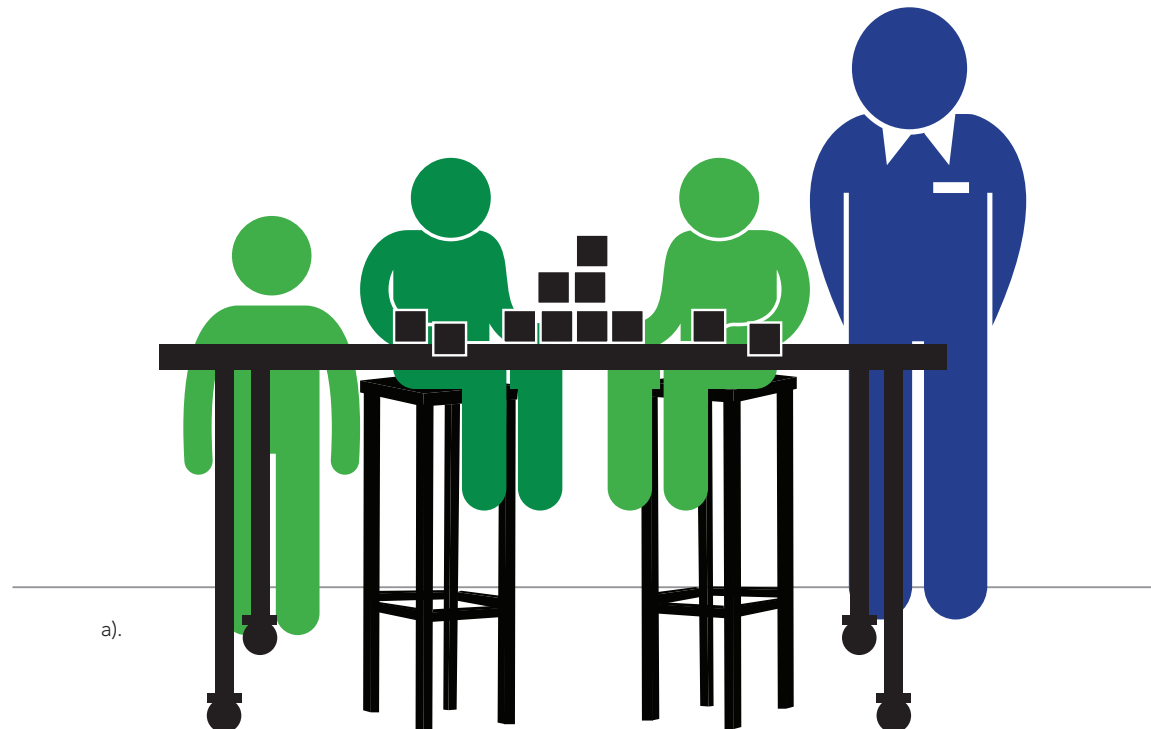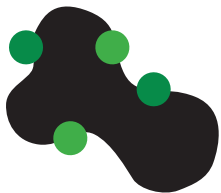
a).

Setting C: Low Tables

Recommended learning mode/s: Independent, collaboration, discussion

Activity: Individuals working independently, pairs or small groups can use this setting. It is an ideal collaborative setting offering equitable participation for group work and provides a less formal alternative to other collaborative options.

Furniture: This setting is less formal than setting A in that students can be seated on the floor, on stools or on soft furnishings. The height of the table will be based on the preferred seating option. Different table shapes and configurations can be used to accommodate the group. The setting can be multiplied or used in conjunction with other types of settings to support larger groups. Additional specifications such as writeable surfaces can encourage collaboration within a group.

Operation: This space can be teacher or student-led. A facilitator can work directly with an individual, pair or group at the table or, where tables are multiplied, offer roaming support. A facilitator may also present to 1 or more tables at one time, however this is not the main purpose of this setting.

a).

Configuration Examples

a).
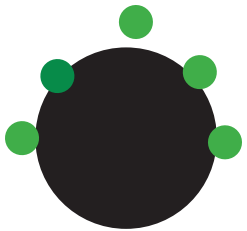
b).
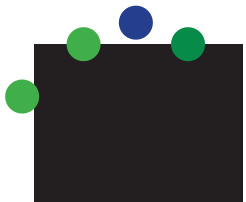
c).

b).

Setting D: Open Floor Space

Recommended learning mode/s: Independent, collaboration, feedback and reflection, demonstration, explicit, experiential.

Activity: Open floor space can be used by groups of any size (depending on the area available) for whole group presentations, varied a synchronous activity or activities that require space for movement (e.g. role-plays). The area of floor space will vary and may also include spaces such as corridors,outdoor areas etc.

Furniture: This space can either be used empty where users will be seated on the floor or moving around the space. In all other cases, the space can support a number of scenarios through the use of mobile furniture such as beanbags/cushions, flip top tables, stackable chairs, easels etc. It may also support one or more of the other learning settings. This space needs to be in close proximity to storage or sufficient area to move furniture etc. to one side.

Operation: This space can be teacher or student-led. A facilitator (or group of) presents to an audience or a facilitator roams the space.

Configuration Examples

a).
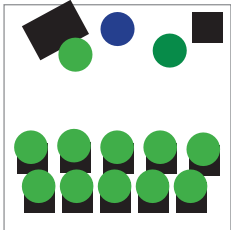
b).
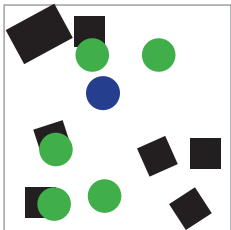
b).

Setting E: Informal Soft Furnishings

Recommended learning mode/s: Independent, collaboration, discussion, feedback and reflection.

Activity: The activity that takes places in this setting will vary depending on the type and configuration of furniture. This setting can be used for individuals, pairs and small groups or serves as a supplementary space for larger groups working a synchronously across multiple settings. It is likely that there will be more than one informal setting within a space that can be reconfigured by the user to support their learning needs. Some elements might serve to supplement withdrawal or reflective type, spaces such as the provision of nooks and window seats for informal use.

Furniture: There is a broad range of informal furniture available. Its selection will depend on the amount of available space and the number of students proposed to utilise the space. There should be a mix of large and small elements that work together or in isolation to support different student numbers and uses. This might include soft benches, ottomans, beanbags etc. Joinery items should be considered to help create nooks and window seats. Supply of small, lightweight tables for learners to lean on for writing or placement of a device can further expand on the use of this setting.

Operation: This space is predominantly student led. A facilitator may roam the space or passively supervise from surrounding spaces.

a).

Configuration Examples for 'A'

1).

b).

c).
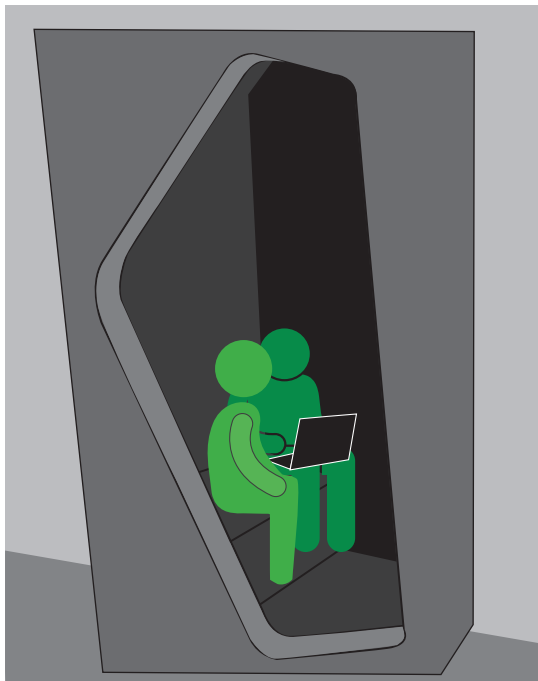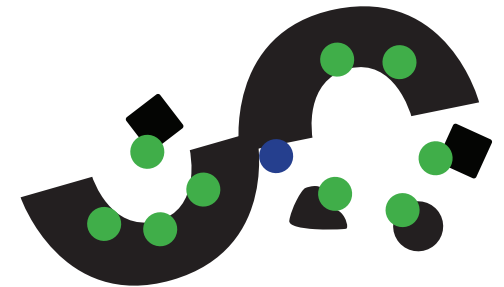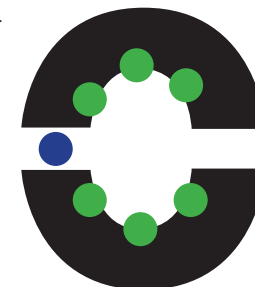
2).   3).
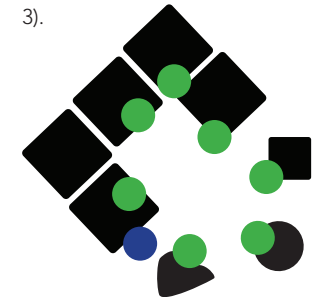
Setting F: Tiered Seating

Recommended learning mode/s: Demonstration, explicit

Activity: Presenting, performing and viewing are supported by tiered seating across groups of different sizes.

Furniture: Large groups are accommodated through the use of fixed or mobile tiered seating or informal flexible arrangements using loose and/or mobile items. This setting also applies to large scale presentation space where fixed or retractable tiered seating is used or larger more formal arrangements such as auditoriums/lecture theatres. It is important that these settings offer the appropriate degree of acoustic privacy from the surrounding spaces. Provision of a main learning display in proximity to tiered seating settings can support teachers and students demonstrating learning or delivering learning content.

Operation: These spaces are generally facilitator-led except where those presenting are students.

a).

SIDE VIEW

a).
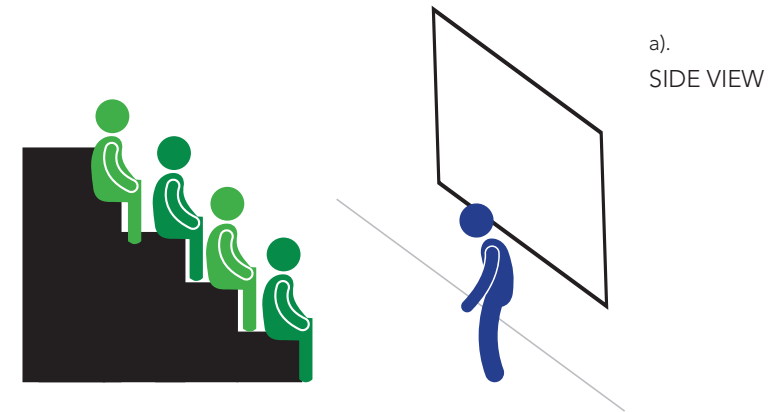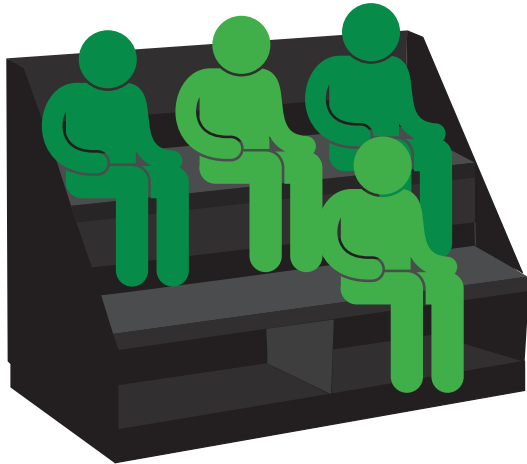
Configuration Examples
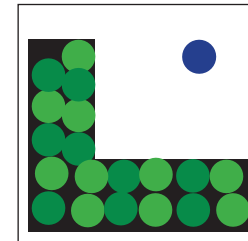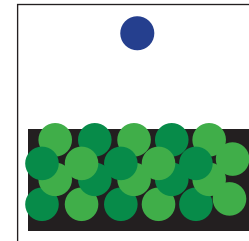
b).

c).
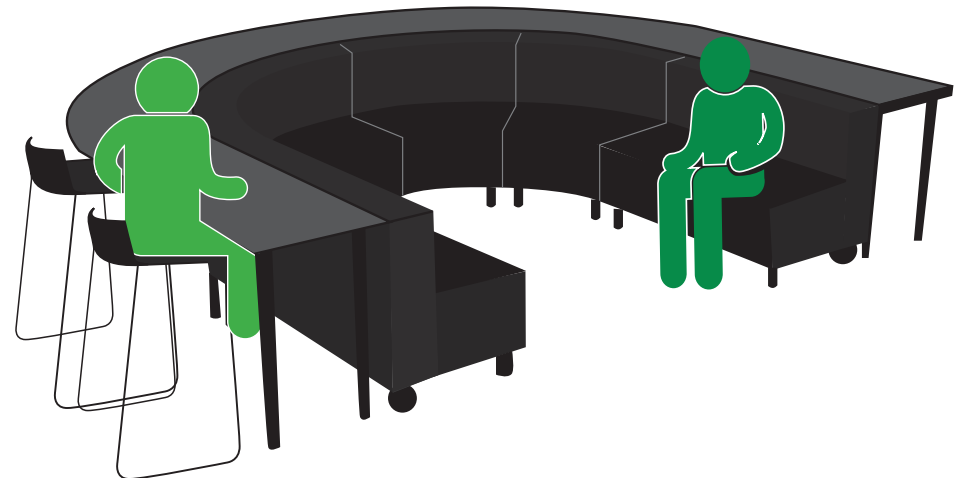
Setting G: Individual Seating

Recommended learning mode/s: Independent, feedback and reflection

Activity: These settings are designed for quiet use by an individual or pair. User numbers are kept low to maintain the appropriate acoustic and activity properties. It is therefore likely that there will be more than one collection of individual study spaces in the learning area.

Furniture: This setting would usually consist of flexible/mobile furniture located against a wall, window, screen or in a nook for increased privacy or separation from the main learning space. These settings can also be created in informal areas using beanbags and other soft furnishings.

Operation: This space is predominantly student led. A facilitator may roam the space or passively supervise from surrounding spaces. Individual settings can be provided as a support for students with learning and behaviour needs.
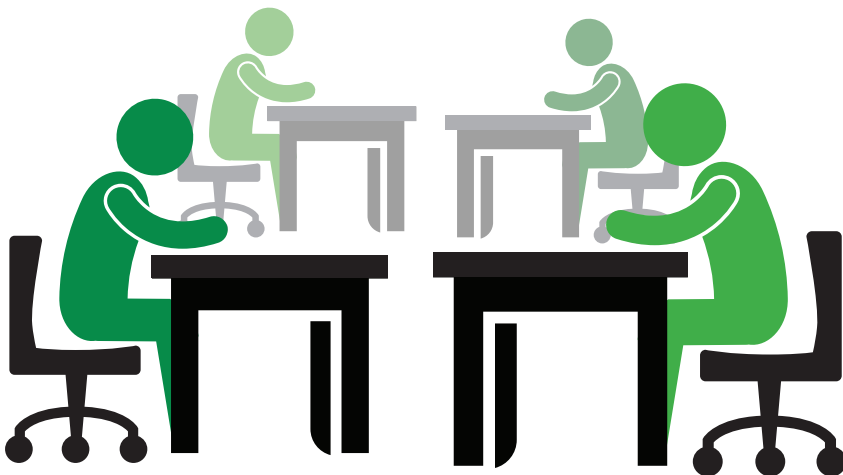
Configuration Examples

a).

b).

c).
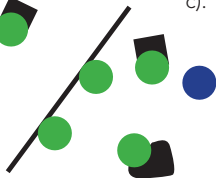
d).
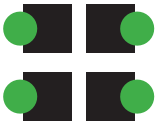
a).

b).

c).

d).

Setting H: Booth

Recommended learning mode/s: Collaboration, discussion, independent.

Activity: Booths can be used for small groups, pairs or individuals. As they offer greater acoustic and visual privacy, they can be useful for activities that require increased concentration and separation from surrounding areas.

Furniture: Booths might be fixed or mobile (e.g. using pieces on casters or lightweight pieces that are easily moved.) In order to ensure maximum flexibility one larger piece and a few smaller pieces will allow the setting to accommodate groups of different sizes and users in wheelchairs. Additional options such as fixed technology can be included in a booth setting to enable students to use collaborative software or conduct joint research.

Operation: This space is predominantly student-led however a facilitator may work directly with an individual, pair or group seated at the table, offer roaming support or passively supervise from surrounding areas.

Configuration Examples

a).
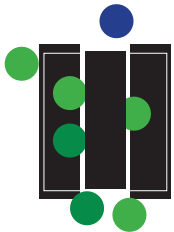
b).   c).

Setting I: Teachers Work Space

Recommended learning mode/s: N/A

Activity: This setting address two types of teacher workspace: the mobile teacher workstation and the fixed team workspace. This setting relates only to workspaces within the learning areas; not to central staff rooms or staff studies. The mobile teacher station aims to support student centred learning by enabling teacher presence throughout the learning area. The fixed team workspace is more of a home base for teachers to work and collaborate. It can be assigned to a team or used in a hot desking arrangement depending on the type and location. Teachers can use both settings to secure personal belongings.

Furniture: While teachers remain predominantly mobile on foot, it is essential and inclusive to provide comfortable seating. Teachers should be equipped with adjustable seating so they can be at student height while working at high benches or seated tables. Casters will help teachers move easily between groups and learning settings. A mobile teacher station fitted with lockable storage and power will ensure that teachers can secure their personal belongings and power their laptop/tablet for connection to peripherals (display screens, student devices etc.) within the learning space. The fixed team workspace can take on a size and configuration best suited to the context, however writable surfaces and secure storage should be provided in all cases.

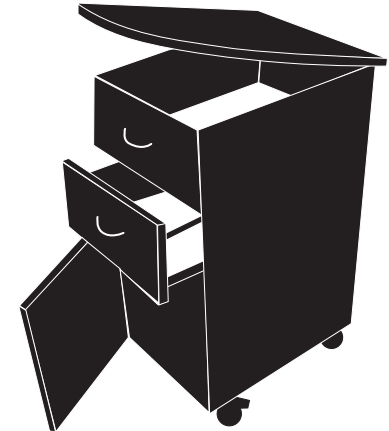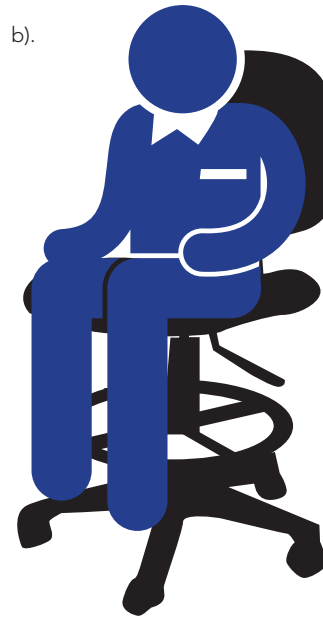**Operation:** Teacher led

Configuration Examples

a).

b).

a).

c).

Setting J: Mobile, Multi Purpose Storage

Recommended learning mode/s: N/A

Activity: Where possible, storage within the space should be multi-purpose in that it can be used as a learning setting or to help define a learning space.

Furniture: Varied – can include tote trays, resources, tools, materials. Can be open, enclosed or secured as necessary. Specifications such as padded or soft seating and writeable surfaces expand the multi-purpose uses of storage pieces.

Operation: Varied.
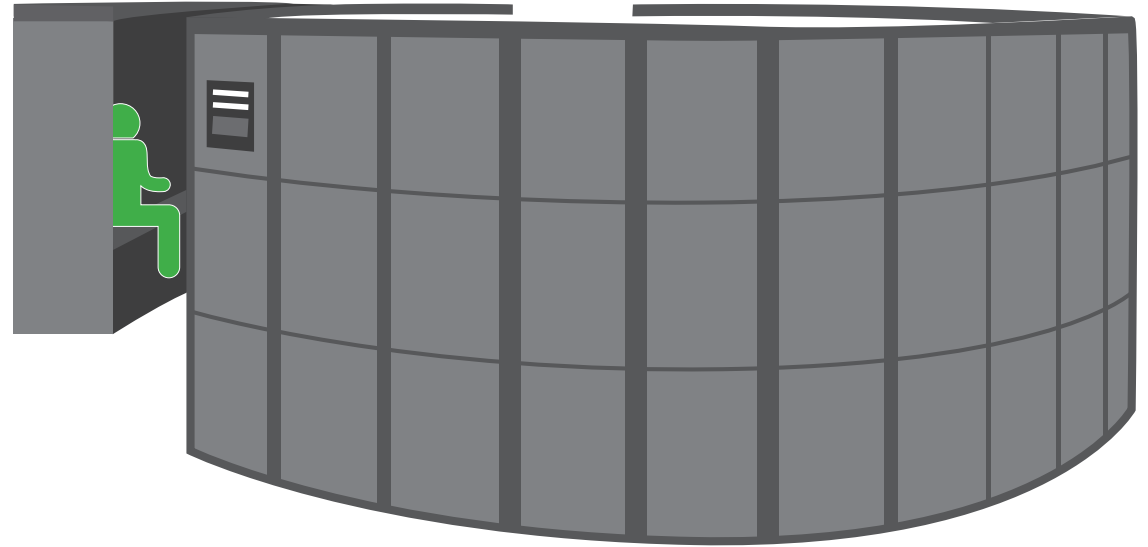
a).
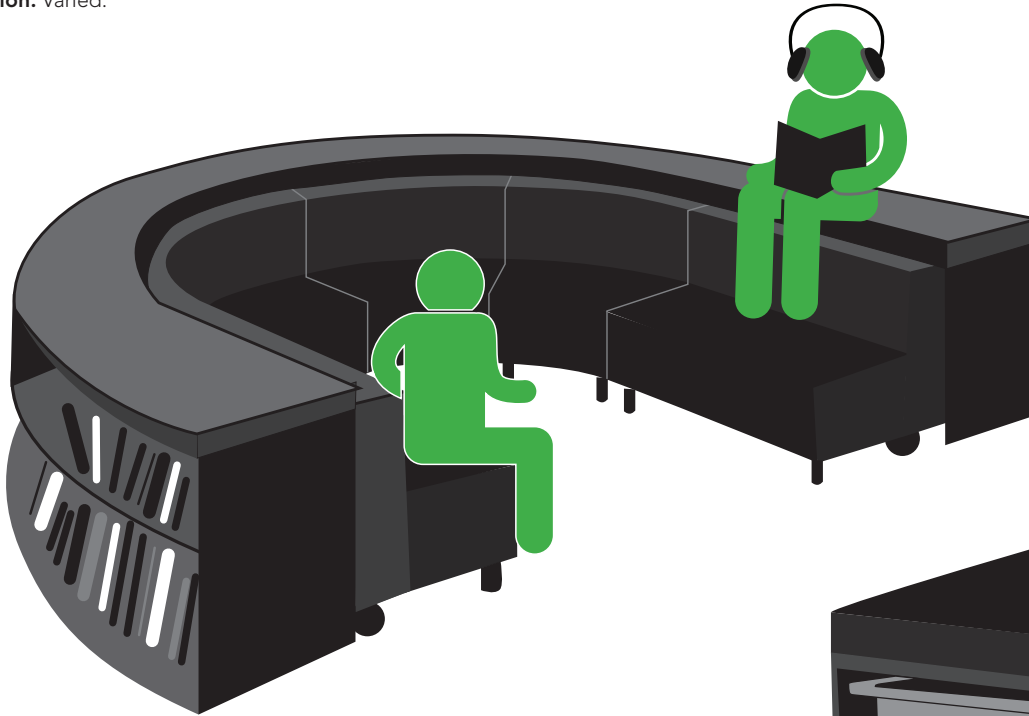
b).

Setting K: Bag Storage

Recommended learning mode/s: N/A

Activity: Bag storage requires a significant allocation of area and should be considered as early as possible within the planning of the learning space. Bag storage can occur indoors or outdoors with suitable protection from the weather. It is recommended that bag storage be distributed to avoid congestion at peak times. It may be necessary to consider varied sizes in schools where students may need instrument or sports equipment storage. In this case, it may be possible to book a locker rather than allocate one

Furniture: Varied –can include hooks, pigeon holes or lockers that are either booked or assigned. Some locker storage may also offer powering to charge devices.

Operation: Varied Consideration of security measures should be made e.g. provision of lockable storage or visibility of storage areas to learning space when deciding on location of stored student belongings.

a).

b).

c).

d).