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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3            Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement, the security requirement, if applicable, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided; and
- Part 6            6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:  
                     6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;  
                     6B, includes the instructions for the bid solicitation process within the scope of the SA;  
                     6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Work and the Security Requirements Checklist.

#### 1.1 Services Covered Under this Supply Arrangement

This Supply Arrangement (SA) is an agreement between the SA Holder and Canada for the provision of services including, but not limited to: the Assembly, Disassembly, Installation and warranty Repair Services of Corcan Furniture at prime locations. The scope of the goods covered by the SA are detailed in the attached Annex "A" - Statement of Work.

#### 1.2 Supply Arrangement Method of Procurement

The intent of a SA is to establish a framework with a Supplier to permit the expeditious processing of legally binding contracts for CORCAN furniture installation services. SAs establish a set of procurement procedures and include a minimum set of terms and conditions which will apply to any resulting contract(s).

The SA method of supply will be used to satisfy "as required" requirements for CORCAN located in Alberta, Saskatchewan and Manitoba. Through this process, PWGSC establishes SAs with suppliers, to provide specific services to Canada during a specified period. The SA is not in itself a Contract, but rather a base document that forms part of the future Request for Proposal (RFP) and resulting contract. When being issued a SA, the supplier accepts the obligation to provide the specified services in accordance with the SA, under any resulting Contracts that may be awarded. Any resulting contracts will be established as

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a result of a RFP. These RFPs will specify the specific requirements of the authorized department, and may contain additional terms and conditions that the bidder must meet.

### 1.3 Overview of the Procurement Process

This Supply Arrangement process has two stages:

**Stage 1** is the Request for Supply Arrangement (RFSA) that results in the issuance of a Supply Arrangement to supplier(s) and the creation of a Supply Arrangement Holder List.

For Stage 1, a competitive RFSA is posted to MERX with information regarding the requirements. Suppliers are requested to submit an offer that meets the mandatory requirements of the RFSA. An evaluation of the arrangements is completed and the responsive supplier(s) are issued a Supply Arrangement (SA) for steel products to be supplied as required. All responsive suppliers are included on the SA Holders list.

**Stage 2** is the Request for Proposal (RFP) to Supply Arrangement Holders and may result in the issue of a Contract, for specific products to be delivered to the designated location.

For Stage 2, in accordance with the supply arrangement issued in Stage 1, a Request for Proposal is sent to one or more suppliers on the SA Holder List depending on the dollar value of the requirement. Based on the evaluation procedures and basis of selection outlined in the RFP, a resulting Contract is awarded. The dollar value of the requirement will determine whether the CORCAN or PWGSC will conduct the Stage 2 process.

#### 1.4 RFPs / Contracts thresholds issued against the Supply Arrangement:

**For requirements estimated at \$5,000.00 or less (including all applicable taxes)**, the identified user in accordance with its delegated authorities, may issue a Request for Proposal (RFP) to one or more suppliers on the applicable Supply Arrangement Holder list. The resulting contract will be issued based on the evaluation procedures and basis of selection outlined in the RFP.

**For requirements estimated between \$5,001.00 and \$24,999.00 (including all applicable taxes)**, the identified user, in accordance with the requesting Department's delegated authorities, may issue a Request for Proposal (RFP) to three or more suppliers on the applicable Supply Arrangement Holder list. The resulting contract will be issued based on the evaluation procedures and basis of selection outlined in the RFP.

**For requirements estimated to be between \$25,000.00 and \$78,500.00 (including all applicable taxes)**, Corcan's Contracting Authority will issue a Request for Proposal (RFP) to all suppliers on the applicable Supply Arrangement Holder list. The resulting contract will be issued by Corcan based on the evaluation procedures and basis of selection outlined in the RFP.

All the terms and conditions of the Supply Arrangement will apply to each individual contract. Suppliers will be asked for firm prices in the RFP. Individual contracts must not exceed \$78,500.00 including all amendments and all applicable taxes. This SA will not be used for requirements exceeding \$78,500.00 including all amendments and all applicable taxes.

#### **All Requirements \$78,500.00 and over (including all applicable taxes)**

This SA will not be used for requirements **\$78,500.00** and over including all amendments and all applicable taxes.

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For all requirements **\$78,500.00** and over, the identified user must submit a funded requisition for goods and services (9200), where PWGSC will conduct a competitive tender process through the Government Electronic Tendering System (GETS) also known as MERX.

## 2. Summary

To provide all equipment, materials, labour and supervision necessary for the Assembly, Disassembly, Installation and warranty Repair Services of Corcan Furniture to various locations throughout Alberta, Saskatchewan and Manitoba as required during the period of the Supply Arrangement and in accordance with the specifications detailed in the Request for Proposals issued against the Supply Arrangement. The Supply Arrangement will be in effect from date of issue to 31 October 2015 inclusive.

There is a security requirement associated with this requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6A - Supply Arrangement.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

The requirement covered by the bid solicitation of any resulting supply arrangement may be subject to a preference for Canadian goods and/or services or may be limited to Canadian goods and/or services.

## 3. Canadian Content

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

SACC Manual clause A3050T (2010-01-11), Canadian Content Definition

## 4. Debriefings

After issuance of a supply arrangement, suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

## PART 2 - SUPPLIER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 (2012-07-11) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

**1.1 SACC Manual Clauses**

S0005T Disclosure of Pricing 2007-11-30

**2. Submission of Arrangements**

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

**3. Enquiries - Request for Supply Arrangements**

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than ten (10) calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

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

**4. Applicable Laws**

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Saskatchewan.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the suppliers.

**PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS****1. Arrangement Preparation Instructions**

Canada requests that suppliers provide the arrangement in separately bound sections as follows:

Section I: Technical Arrangement (1 hard copy)

Section II: Certifications (1 hard copy)

Canada requests that suppliers follow the format instructions described below in the preparation of the arrangement.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Supply Arrangements.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process **Policy on Green**

## Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, suppliers are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **Section I: Technical Arrangement**

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

### **Section II: Certifications**

Suppliers must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.

#### **1.1. Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

See Annex "B" - Mandatory Technical Criteria.

### **2. Basis of Selection - Mandatory Technical Criteria**

An arrangement must comply with the requirements of the Request for Supply Arrangements and meet all mandatory technical evaluation criteria to be declared responsive.

#### **2.1. Supply Arrangements - Multiple**

All responsive arrangements will be issued a Supply Arrangement and added to the applicable SA holder list.

## **PART 5 - CERTIFICATIONS**

Suppliers must provide the required certifications to be issued a supply arrangement (SA). Canada will declare an arrangement non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications suppliers provide to Canada is subject to verification by Canada during the arrangement evaluation period (before issuance of a SA) and after issuance of a SA. The Supply

Arrangement Authority will have the right to ask for additional information to verify suppliers' compliance with the certifications before issuance of a SA. The arrangement will be declared non-responsive if any certification made by the Supplier is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Supply Arrangement Authority for additional information will also render the arrangement non-responsive.

**1. Code of Conduct Certifications - Consent to a Criminal Record Verification**

**1.1 Suppliers must submit with their arrangement, by Request for Supply Arrangements closing date:**

- (a) a complete list of names of all individuals who are currently directors of the Supplier;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), for each individual named in the list.

**2. Certifications Precedent to Issuance of a Supply Arrangement**

The certifications listed below should be completed and submitted with the arrangement, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Supply Arrangement Authority will so inform the Supplier and provide the Supplier with a time frame within which to meet the requirement. Failure to comply with the request of the Supply Arrangement Authority and meet the requirements within that time period will render the arrangement non-responsive.

**2.1 Federal Contractors Program - Certification - \$200,000 or more**

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a supply arrangement. If the Supplier, or, if the Supplier is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a supply arrangement.

2. Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any arrangements from ineligible contractors, including an arrangement from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

3. If the Supplier does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Supplier must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

The Supplier, or, if the Supplier is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Supplier or the member of the joint venture

- A. ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

- B.  is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- C.  is subject to the requirements of the FCP, having a workforce of 100 or more full- time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- D.  is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

## 2.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, suppliers must provide the information required below.

### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- an individual;
- an individual who has incorporated;
- a partnership made of former public servants; or
- a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

### Former Public Servant in Receipt of a Pension

Is the Supplier a FPS in receipt of a pension as defined above? YES  NO

If so, the Supplier must provide the following information:

name of former public servant;  
date of termination of employment or retirement from the Public Service.

### Work Force Reduction Program

Is the Supplier a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES ( ) NO ( )

If so, the Supplier must provide the following information:

name of former public servant;  
conditions of the lump sum payment incentive;  
date of termination of employment;  
amount of lump sum payment;  
rate of pay on which lump sum payment is based;  
period of lump sum payment including start date, end date and number of weeks;  
number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### Certification

By submitting the arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

### 2.3 Status and Availability of Resources

2.3.1 SACC Manual clause S3005T (2008-12-12), Status and Availability of Resources.

### 2.4 Education and Experience

2.4.1 SACC Manual clause S1010T (2008-12-12), Education and Experience

## PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

### A. SUPPLY ARRANGEMENT

#### 1. Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex **A**.

#### 2. 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*

(<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

## 2.1 General Conditions

2020 (2012-07-16) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

## 2.2 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 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". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

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

The quarterly reporting periods are defined as follows:

1st quarter: 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 15 calendar days after the end of the reporting period.

## 3. Term of Supply Arrangement

### 3.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from date of issue to October 31, 2015.

## 4. Authorities

### 4.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Colette Sacher

Public Works and Government Services Canada - Acquisitions Branch

Telephone: 306-975-4265

Facsimile: 306-975-5397

E-mail address: Colette.Sacher@pwgsc-tpsgc.gc.ca

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

### 4.2 Supplier's Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Organization: \_\_\_\_\_

Telephone : \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 5. Identified Users

The Identified User is: Correctional Services Canada, CORCAN in Alberta, Saskatchewan and Manitoba.

## 6. 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.

## 7. Priority of Documents

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

- (a) the articles of the Supply Arrangement;
- (b) the general conditions 2020 (2012-03-02), General Conditions - Supply Arrangement - Goods or Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Mandatory Technical Requirements;
- (e) the Supplier's arrangement dated \_\_\_\_\_

## 8. Certifications

### 8.1 Compliance

Compliance with the certifications provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term 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 or 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 SA.

### 8.2 SACC Manual Clauses

A3060C (2008-05-12), Canadian Content Certification

## 9. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Saskatchewan.

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## B. BID SOLICITATION

### 1. Bid Solicitation Documents

Canada will use the bid solicitation templates 2T-LDV1 for low dollar value requirements; 2T-MED1 for medium complexity requirements; 2T-HIGH1 for more complex requirements, available in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual based on the estimated dollar value and complexity of the requirement.

The bid solicitation will contain as a minimum the following:

- (a) security requirements;
- (b) a complete description of the Work to be performed;
- (c) 2003, Standard Instructions - Goods or Services - Competitive Requirements; **OR** 2004, Standard Instructions - Goods or Services - Non-competitive Requirements;
- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) evaluation procedures and basis of selection;
- (g) certifications;
- (h) conditions of the resulting contract.

### 2. Bid Solicitation Process

**2.1** Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA.

**2.2** The bid solicitation will be sent directly to suppliers.

**2.3.1 For requirements estimated at \$5,000.00 or less (including all applicable taxes)**, the identified user in accordance with its delegated authorities, may issue a Request for Proposal (RFP) to one or more suppliers on the applicable Supply Arrangement Holder list. The resulting contract will be issued based on the evaluation procedures and basis of selection outlined in the RFP.

**2.3.2 For requirements estimated between \$5,001.00 and \$24,999.00 (including all applicable taxes)**, the identified user, in accordance with the requesting Department's delegated authorities, may issue a Request for Proposal (RFP) to three or more suppliers on the applicable Supply Arrangement Holder list. The resulting contract will be issued based on the evaluation procedures and basis of selection outlined in the RFP.

**2.3.3 For requirements estimated to be between \$25,000.00 and \$78,500.00 (including all applicable taxes)**, the identified user must submit the requirement to PWGSC and the PWGSC Supply Arrangement Authority will issue a Request for Proposal (RFP) to all suppliers on the applicable Supply Arrangement Holder list. The resulting contract will be issued by PWGSC based on the evaluation

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procedures and basis of selection outlined in the RFP. The RFP will be out for tender for no more than fifteen (15) calendar days.

### **2.3.4 All Requirements \$78,500.00 and over (including all applicable taxes)**

This SA will not be used for requirements **\$78,500.00** and over including all amendments and all applicable taxes.

For all requirements **\$78,500.00** and over, the identified user must submit a funded requisition for goods and services (9200), where PWGSC will conduct a competitive tender process through the Government Electronic Tendering System (GETS) also known as MERX.

## **C. RESULTING CONTRACT CLAUSES**

### **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.

For any contract to be awarded using:

- (a) 2T-LDV1 (for low dollar value requirements), general conditions 2029 will apply to the resulting contract;

OR

- (b) 2T-MED1 (for medium complexity requirements), general conditions 2010C General Conditions - Services (Medium Complexity)

The above templates are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

### **2. SACC Manual Clauses**

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
G1005C (2008-05-12), Insurance

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## ANNEX "A"

### STATEMENT OF WORK

#### Background:

CORCAN is a key rehabilitation program of the Correctional Service of Canada (CSC); as such CORCAN operates as a Special Operating Agency within the CSC. The mandate of CORCAN is to aid in the safe reintegration of offenders into Canadian society by providing employment and employability skills training to offenders incarcerated in federal penitentiaries and, for brief periods of time, after they are released into the community.

CORCAN is the supplier of systems furniture, freestanding furniture, and other products to federal and other government departments, non-governmental organizations and agencies, and other customers within the Provinces of Manitoba, Saskatchewan, Alberta, and Northwest Ontario.

#### Current Requirement:

CORCAN requires an installation service provider for the following locations and their surrounding areas: Edmonton, Calgary, Red Deer, Lethbridge, Medicine Hat, Saskatoon, Regina, Prince Albert, Winnipeg, Brandon, and Thunder Bay.

#### I. Scope of Work:

The installation service provider must agree to provide the following services and meet the conditions listed as required to ensure timely and quality installation of CORCAN furniture and products:

- When required the contractor will provide a staging area/warehouse storage for CORCAN furniture and other products prior to delivery and set up at the customer location. This is necessary to ensure all required components have been received prior to onsite delivery to the customer. The contract installation service provider must provide written verification that all items required for the project and listed on the packing slip(s) have been received in good condition and are ready for installation prior to delivery to the customer and commencement of installation.
- Where product storage facilities are required the Contractor will ensure the product is appropriately protected, and will assume full responsibility of any losses or damage during storage.
- When the contracting authority advises that staging is required for a project, the delivery of the staged products to the customer location will be a requirement of the contract.
- All contracts for the delivery, installation and setup of CORCAN products require "white glove service". White glove service is defined as "services that are provided by professionals in a professional manner that are marked by special care and attention with meticulous attention to detail and includes; the repair of any minor damage or product imperfections that can be effectively completed on site, the removal and disposal of all packaging materials and debris, a wipe down of all product surfaces to ensure that all dust, dirt, hand prints, etcetera are removed at the conclusion of the project, and obtaining customer and/or project authority sign off indicating that the installation has been completed to their satisfaction and specifications".

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- When the project includes CORCAN office furniture systems the contractor is expected to ensure that upon completion of the installation the work is completed to the satisfaction of the customer and/or contracting authority and is configured as per the supplied drawings. There can be no deviation from the configuration drawings unless prior approval from the contracting authority has been authorized in writing.
  - The contractor must provide a consistent single point of contact to the contracting authority that will coordinate and arrange for provision of services.
  - The contractor must provide additional labourers as required; to assist in the delivery and installation of large and/or heavy items and to negotiate areas of difficult access including stairwells and longer than normal distances from the access point to the area of installation.
  - Installation activities may include all CORCAN office systems, free standing furniture, and other product types. Familiarity with all CORCAN products is essential.
  - Required services may include the dismantling and reconfiguration of existing office systems, assistance in the setting up of displays in support of CORCAN trade shows, assembly and installation of modular steel shelving, and the provision of a range of repairs to office systems and products as authorized by the contracting authority.
  - The contractor will be responsible for providing all tools and equipment to safely and effectively carry out and complete the work required to industry standards.
  - The contractor must provide estimates of the cost of performing the work, as described in the scope of work included in the request for quotation, by the date specified in the submission.
  - The contractor will not undertake any of the specified work unless and until a contract is awarded to the contractor.
  - The contractor must complete a post-installation report which must accompany the invoice submitted for payment.
  - The contractor must obtain and maintain all permits, licenses, and certificates of approval required to perform specified work.
  - The contractor must undertake to comply with all policies and regulations in force where the work is to be performed.
  - It is mandatory that all persons performing the work be covered under the applicable compensation legislation for the benefit of injured employees. The contractor is responsible to ensure any and all workers have the appropriate coverage.
  - No overtime work shall be performed unless authorized by the contracting authority in advance.

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- Those who install in existing occupied spaces must be neat, friendly and able to deal with people courteously and in a professional manner.

## II. Conditions for payment:

- Invoices must itemize the work completed in accordance with the scope of work and cost estimates included in the purchase order call up against the supply arrangement and must itemize any travel if required.
- All charges on the invoice will be verified by the contracting authority prior to any payment.
- Estimated costs shall not be exceeded without the specific written authorization by the contracting authority in advance.

**All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.**

**ANNEX "B"**

**Mandatory Technical Requirements**

Failure to comply with any of the mandatory requirements in this section will render the Supply Arrangement non-compliant and the Supply Arrangement will receive no further consideration. The Offeror must include the necessary documentation to demonstrate this compliance.

1) The supplier certifies they have the financial and technical ability to provide installation services as detailed herein.

\_\_\_\_\_  
Authorized Representative signature

\_\_\_\_\_  
Date

2) The Offeror must indicate below, in the right hand column, all geographic locations where they can provide furniture installation services:

**Location**

- Edmonton and area (including Northern Alberta) \_\_\_\_\_
- Red Deer and area \_\_\_\_\_
- Calgary and area \_\_\_\_\_
- Lethbridge and area \_\_\_\_\_
- Medicine Hat and area \_\_\_\_\_
- Saskatoon and area \_\_\_\_\_
- Regina and area \_\_\_\_\_
- Prince Albert and area \_\_\_\_\_
- Winnipeg and area \_\_\_\_\_
- Brandon and area \_\_\_\_\_
- Thunder Bay and area (including Northwestern Ontario) \_\_\_\_\_

3) The Bidder must submit a detailed description of their business experience providing furniture and office systems furniture installation services. This should include years of experience, types and brands of products and systems installed, any systems furniture certifications that they have, knowledge of CORCAN products, experience installing CORCAN products, and any other relevant experience, skills, and capabilities.

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**ANNEX "C"**  
**SUPPLY ARRANGEMENT USAGE REPORT**

**Send Report to:**

Email: WST-PA-SK@pwgsc-tpsgc.gc.ca  
Telephone: 306-780-6980 or 306-780-7394  
Facsimile: 306-780-5601

**Quarterly Usage Report Schedule:**

Quarterly Usage Report Schedule:	Period of: Report Due no later than:
January 01- March 31	April 15
October 01- December 31	January 15
July 01 - September 30	October 15
April 01 - June 30	July 15

**Each Usage Report is to be comprised of:**

**a) Completed Contracts:**

The Supplier hereby offers to provide information on completed Contract as per the format below:

Item No.	RFP/Contract No. Description	Value of the Contract	GST/HST

(A) Total Dollar Value Contracts for this reporting period:	
(B) Accumulated Contracts totals to date:	
(A+B) Total Accumulated Contracts:	

NIL REPORT: We have not done any business with the federal government for this period [ ]

Prepared by: \_\_\_\_\_

Telephone no.: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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## **Annex D - Consent to a Criminal Record Verification**

Attached as separate PDF document



21539-130001

Annex D  
Annexe D

Protected (when completed and received by government)  
Protégé (lorsque rempli et reçu par le gouvernement)

If completed manually, please print  
Si rempli manuellement, veuillez écrire en lettres moulées

FOR GOVERNMENT USE ONLY POUR USAGE DU GOUVERNEMENT SEULEMENT	
Special Investigations Directorate File No. N° de dossier de la Direction des enquêtes spéciales	Date Received (Y-A M D-J) Date de réception

## CONSENT TO A CRIMINAL RECORD VERIFICATION CONSENTEMENT À LA VÉRIFICATION DE L'EXISTENCE D'UN CASIER JUDICIAIRE

**This form must be completed and signed by each individual who is currently on the Board of Directors of the Bidder/Offeror/Supplier and provided with the Bid/Offer/Arrangement.**  
**Le présent formulaire doit être rempli et signé par chaque membre du conseil d'administration du soumissionnaire/ de l'offrant/du fournisseur et fourni avec la soumission/l'offre/l'arrangement.**

<b>A</b>	<b>PRIVACY ACT STATEMENT ÉNONCÉ CONCERNANT LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS</b>
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The personal information requested on this form is collected under the authority of subsection 750(3) of the *Criminal Code*, paragraph 42(1(c)) of the *Financial Administration Act*, and sections 7 and 21 of the *Department of Public Works and Government Services Act*. The information will be used for validating the criminal conviction certifications necessary for obtaining or maintaining a procurement instrument. It may be shared with other government departments, agencies, as well as provincial, territorial, and federal courts, within the limits of what is required to conduct the criminal conviction verification.

Les renseignements personnels demandés dans le présent formulaire sont recueillis en vertu du paragraphe 750(3) du *Code criminel*, du paragraphe 42(1(c)) de la *Loi sur la gestion des finances publiques* et des articles 7 et 21 de la *Loi sur le ministère des Travaux publics et des Services gouvernementaux*. Ces renseignements seront utilisés pour valider les attestations de condamnation au criminel nécessaires pour obtenir ou conserver un instrument d'approvisionnement. Les renseignements peuvent être diffusés à d'autres ministères et organismes fédéraux, ainsi qu'à des tribunaux provinciaux, territoriaux et fédéraux, dans les limites de ce qui est requis pour la vérification des condamnations au criminel.

A refusal to provide information will result in the bid/offer/arrangement being rejected or the contract terminated, the standing offer being set-aside or the supply arrangement being cancelled, as applicable.

À défaut de fournir les renseignements demandés, la soumission/l'offre/l'arrangement sera rejeté ou le contrat résilié, l'offre à commandes sera mise de côté ou l'arrangement en matière d'approvisionnement sera annulé, selon le cas.

The personal information is described in personal information bank PWGSC PPU 184 - Integrity Assessment Program. Individuals have a right of access to, correction of and protection of their information in accordance with the *Privacy Act*.

Les renseignements personnels sont décrits dans les fichiers de renseignement personnels n° TPSGC PPU 184 - Programme de l'évaluation de l'intégrité. Les personnes ont le droit d'accéder aux renseignements personnels qui les concernent, ainsi que de les faire corriger ou protéger, conformément à la *Loi sur la protection des renseignements personnels*.

<b>B</b>	<b>BIOGRAPHICAL INFORMATION - Must be completed by the individual RENSEIGNEMENTS BIOGRAPHIQUES - À remplir par l'individu</b>	
Family Name (Last Name) - Nom (de famille)		Family Name at Birth - Nom de famille à la naissance
Full Given Names (No initials) - Prénoms au complet (aucune initiale)		
All other previously used names (i.e. maiden name, previously married names, legal name change, nicknames) Tout autre nom utilisé (tel que nom de jeune fille, noms maritaux précédents, changement de nom légaux, sobriquets)		
Gender - Sexe <input type="checkbox"/> Male / Masculin <input type="checkbox"/> Female / Féminin		Date of Birth - Date de naissance (Y-A M D-J)

### Current Residential Information Information résidentielle actuelle

Apartment No. - N° d'appartement	Street No. - N° civique	Street Name - Nom de la rue	
City - Ville		Province	Postal Code - Code postal

<b>C</b>	<b>CONSENT - Must be signed by the individual CONSENTEMENT - Doit être signé par l'individu</b>
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I, the undersigned, confirm that I have read and understand the above *Privacy Act* statement and that I consent to the collection and use of my personal information as described therein.

Je, soussigné, confirme avoir pris connaissance de l'Énoncé concernant la *Loi sur la protection des renseignements personnels* et consens à la collecte et à l'utilisation des renseignements personnels fournis aux présentes.

Signature	
Print Name - Nom en lettres moulées	Date (Y-A M D-J)

<b>D</b>	<b>ADMINISTRATIVE INFORMATION - Internal Government Use Only RENSEIGNEMENTS ADMINISTRATIFS - Pour usage interne du gouvernement seulement</b>
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Requesting Branch/Sector/Directorate/Division - Direction générale/Secteur/Direction/Division requérante	
Solicitation/Proposed Contract No. - N° de la demande de soumission/N° du contrat	Date of Request (Y-A M D-J) Date de la demande
Requesting Contact Person - Personne-ressource requérante	Contact Person Tel. No. - N° de tél. de la personne-ressource