

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
PWGSC/TPSGC Acquisitions
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1
Bid Fax: (506) 851-6759

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Title - Sujet Sales Associate for N.S.		
Solicitation No. - N° de l'invitation 21C21-153765/A	Date 2015-02-10	
Client Reference No. - N° de référence du client 21C21-153765		
GETS Reference No. - N° de référence de SEAG PW-\$MCT-018-4962		
File No. - N° de dossier MCT-4-37093 (018)	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-03-23		Time Zone Fuseau horaire Atlantic Standard Time AST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Martin, Lisa M.		Buyer Id - Id de l'acheteur mct018
Telephone No. - N° de téléphone (506) 851-7811 ()		FAX No. - N° de FAX (506) 851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA 310 BAIG BLVD MONCTON New Brunswick E1E1C8 Canada		

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

NB / PEI Division - Moncton Acquisitions Office
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

Solicitation No. - N° de l'invitation

21C21-153765/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct018

Client Ref. No. - N° de réf. du client

21C21-153765

File No. - N° du dossier

MCT-4-37093

CCC No./N° CCC - FMS No/ N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist and any other annexes.

1.2 Summary

CORCAN, a Special Operating Agency within the Correctional Services of Canada requires a contractor to sell products manufactured at Correctional Service of Canada institutions and/or offered by CORCAN, within the province of Nova Scotia.

The services are required for the period from 1 October 2015 to 30 September 2016 with the option to renew for four (4) additional one year periods.

Bidders must meet the mandatory requirements all other evaluation criteria detailed in the solicitation document which include point rated technical evaluation criteria.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website".

As per the Integrity Provisions under section 01 of *Standard Instructions 2003*, bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the *Supply Manual* for additional information on the Integrity Provisions.

For services requirements, Bidders must provide the required information as detailed in article 2.3 of Part 2 of *the bid solicitation*, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

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).

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014/09/25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids 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 bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.3 Former Public Servant

Former Public Servant - Competitive - Bid

Contracts awarded to 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 awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made of former public servants; or
- d) 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 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 As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;

- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks;
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment 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 Applicable Taxes.

(Derived from - Provenant de: A3025T, 2014/06/26)

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **seven** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)
Section II: Financial Bid (1 hard copies)
Section III: Certifications (1 hard copies)

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

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders

should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

- 3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex D – Technical Evaluation Criteria.

4.1.2 Financial Evaluation

The evaluated cost/total bid price will be based on the aggregate of the estimated commission for the initial contract period and the four optional renewal periods, detailed at Annex B – Basis of Payment.

SACC Reference	Section	Date
A0220T	Evaluation of Price - Bid	2014/06/26

4.2 Basis of Selection

Basis of Selection - Lowest Price Per Point

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory technical evaluation criteria; and

(c) obtain the required minimum of 70 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 80 points.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

(Derived from - Provenant de: A0035T, 2007/05/25)

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame specified will render the bid non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

5.1.3 Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.3.1 Status and Availability of Resources

SACC Reference	Section	Date
A3005T	Status and Availability of Resources	2010/08/16

5.1.3.2 Education and Experience

SACC Manual clause [A3010T](#) (2010/08/16) Education and Experience

PART 6 – SECURITY AND OTHER REQUIREMENTS

6.1 Security Requirements

- Before award of a contract, the following conditions must be met:
 - the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- For additional information on security requirements, bidders should refer to the [Industrial Security Program \(ISP\)](#) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in section 7.12.1.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

(Derived from - Provenant de: G1007T, 2011/05/16)

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

7.1 Statement of Work - Contract

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A"

(Derived from - Provenant de: B4007C, 2014/06/26)

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

2035 (2014/09/25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 The following security requirements (*SRCL and related clauses provided by ISP*) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

1. The Contractor/Offoror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offoror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Offoror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offoror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offoror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) Industrial Security Manual (Latest Edition).

7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed during the period of 1 October 2015 to 30 September 2016.

(Derived from - Provenant de: A9022C, 2007/05/25)

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 4 additional 1 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

(Derived from - Provenant de: A9009C, 2008/12/12)

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Lisa Martin
Title: Contracting Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 1045 Main Street, Unit 108
Moncton, New Brunswick
E1C 1H1

Telephone: (506) 851-7811
Facsimile: (506) 851-6759
E-mail address: lisa.m.martin@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Project Authority

The Project Authority for the Contract is:

Details will be provided in any resulting contract

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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7.5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

(Derived from - Provenant de: A3025C, 2013/03/21)

7.7 Payment

7.7.1 Basis of Payment- Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$ _____. Customs duties are included and Applicable Taxes are extra.

7.7.1.1 Travel and Living Expenses – National Joint Council Travel Directive

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

Estimated Cost: \$ 10,700.00

(Derived from - Provenant de: C4005C, 2014/06/26)

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____.
Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

(Derived from - Provenant de: C6001C, 2013/04/25)

7.7.3 Method of Payment

SACC Reference	Section	Date
H1008C	Monthly Payment	2008/05/12

7.7.4 SACC Manual Clauses

SACC Reference	Section	Date
A9117C	T1204 - Direct Request by Customer Department	2007/11/30

7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each claim must be supported by the documentation detailed at Annex B – Basis of Payment.
2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

(Derived from - Provenant de: H5001C, 2008/12/12)

7.9 Certifications

7.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract.

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

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Nova Scotia**.

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2014/09/25), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List
- (f) the Contractor's bid dated _____

7.12 Insurance Requirements

7.12.1 Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified below. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

(Derived from - Provenant de: G1001C, 2013/11/06)

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- (o) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

(Derived from - Provenant de: G2001C, 2014/06/26)

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CORCAN-Nova Scotia Sales Rep

Background:

CORCAN operates in federal institutions in all regions across Canada and has four business lines: textiles, manufacturing, construction, and services. CORCAN shops operate in as businesslike a manner as possible given their institutional setting and training imperatives. Manufacturing plants in the Atlantic Region are ISO-certified. CORCAN's Furniture Manufacturing Program is intended to provide federally sentenced offenders with the opportunity to learn work skills.

Objectives:

CORCAN has a requirement for a Sales Representative to provide outside sales and marketing services for CORCAN Industries' products such as office furnishings, modular workstation components and other items (excluding laundry and construction services). The principal role of the contractor is to sell products manufactured at Correctional Service of Canada institutions and /or offered by CORCAN. The territory covered by this Sales representative will be the Province of Nova Scotia.

Through offices located in the specified territory, the Contractor will provide sales coverage and other related services to clients within the territory as and in accordance with this Statement of Work (SOW). The Contractor will operate from his/her own office and will provide the human resources necessary to perform the task described in the SOW. In this particular sales territory the requirement is for one full time Sales Representative.

The Contractor will be required to maintain close communication links with various regional and national levels of the CORCAN organization and including a close working relationship with the Regional Operations Manager, CORCAN whose office is located in Moncton, N.B.

Personnel Requirements:

The following resources are required:

RESOURCE CATEGORY	QUANTITY
Sales representative	1

2. SCOPE OF WORK

2.1 Sales of CORCAN Products

The Contractor will consistently meet or exceed annual sales projections set by the Technical Authority and provide customer service as required before and after the sale. The Sales Projections for the optional years specified in the table below are approximate and will be adjusted annually in a Contract Amendment to reflect business/market conditions.

In addition, the Contractor should meet or exceed any sales quotas for specific product categories or promotions specified by the Technical Authority. In all cases, a sale will be deemed to have taken place at such time as the product has been delivered and/or installed and the CORCAN invoice has been generated.

The Total Sales tend to be constrained by production resources rather than the available market. The Contractor should maintain a diversified customer base in order to both maximize existing production capacity and to meet contractual sales objectives. The bidder must recognize the importance of customer diversification as it spreads out the production more evenly throughout the fiscal year. Typically the majority of orders are from Federal customers who concentrate the 4th quarter production making it

Annex A Statement of Work

difficult to manufacture, deliver, install and invoice by March 31st, fiscal year end. Development of provincial, municipal and non-profit customers with varying fiscal budget year-ends is beneficial to boost CORCAN's quarter 1, 2, and 3 productions, thus also achieving the successful bidder's set targets.

SALES PROJECTION TABLE

	Total Sales
Contract Period	\$3,120,000
Option Year 1	\$3,300,000
Option Year 2	\$3,500,000
Option Year 3	\$ 3,700,000
Option Year 4	\$ 3,900,000

2.2 Sales Forecasting and Reporting

The Contractor must provide the Technical Authority with an annual territory sales plan (**Annual Sales Plan**) which must include: a comprehensive sales forecast by market segment, account, and product line, broken out by quarter (**Quarterly Revised Annual Sales Plan**), which will meet or exceed the projections set by the Technical Authority each year. The annual plan must be submitted no later than thirty (30) days after the award date of the contract and every April 2nd thereafter should the option periods be exercised.

The Contractor must also submit monthly sales reports (**Monthly Sales Activity Report**) to the Technical Authority updating the forecasts and including a summary analysis of market conditions (i.e. competitive activity, key account activity, product/market intelligence, customer issues such as quality, service, and pricing). The monthly reports must be submitted in a format prescribed by the Technical Authority no later than fifteen (15) days following the end of the previous month. This report is to be submitted with the monthly invoice.

2.3 Marketing Service

The Contractor must prepare and implement an annual Sales Marketing Activity Plan (**Annual Marketing Plan**) including marketing strategies and scheduled activities to maintain, expand and develop sales in the prescribed territory. The plan must focus on CORCAN's well established customers and CORCAN's prioritized groups. The annual Sales Marketing Activity Plan must be submitted no later than 30 days following the award of the contract and every April 1st, thereafter should the option periods be exercised. The Contractor must provide a Marketing Activity Report including a progress review (**Quarterly Progress Review Report**) on a quarterly and as and when required basis.

A sale is deemed to be complete for commission purposes once the products or services are delivered, installed and CORCAN has invoiced the customer. No commission shall be paid on products returned unless approved by the Technical Authority, CORCAN. When a sale is made in one territory, to be delivered into another territory, the sale will be credited and commissions will be split among contractors, as determined by the Technical Authority. CORCAN reserves the right to negotiate the commission rates for special or unusual circumstances including commissions paid on multi-year (repetitive) contracts or items sold at discount.

The Contractor must identify the clients so that CORCAN sales (RHQ) can distribute the sales literature provided by CORCAN to individual existing and potential customers within the territory. The distribution costs to individual customers will be paid by CORCAN.

The Contractor will participate in applicable local trade shows (with the prior approval of the Technical Authority) and assist the Technical Authority in the planning and participation in national trade shows, seminars, and sales conferences as may be required. The entrance fees for authorized participation in trade shows will be paid by CORCAN.

Under certain circumstances, it may be necessary for the Contractor to hire, train, and supervise sales representative personnel. The Contractor will ensure that all personnel adhere to CORCAN's

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administrative norms and standards. Notwithstanding the above, CORCAN remains the sole authority for sales representatives. Any sales representative personnel replacement, will need to be approved by the CORCAN's Technical Authority,

It is understood and agreed that any individual or firm responding to this Request for Proposal is doing so with the intent of personally providing the required services and not with the intent of subcontracting to other parties. Any subcontracting to other parties of this work, will need to be approved by the CORCAN's Technical Authority.

2.4 Customer Service

The Contractor shall maintain contact with all CORCAN customers in the sales territory to provide customer service before and after sales. The Contractor shall inform the Technical Authority of customer concerns regarding: product quality, product warranty, delivery and installation.

- Follow-up on shipping confirmation complaints.
- Log complaints, send copies to CEO, RD, ROM, Institutions and warehouse, where applicable.
- Promulgate the customer service report
- Track complaints and bring forward to ensure action
- Receive returned merchandise and arrange return shipping to manufacturing site/warehouse with appropriate authorization codes.

2.4.1 Tasks/Responsibilities

The following includes, but does not limit the tasks associated to the Sales Representative. Some of the responsibilities/typical activities associated with the sales calls and territory coverage are as follows (these are presented as examples, and should not be considered as a complete list):

The Contractor shall concentrate its efforts on accomplishing these primary objectives:

- Make sales calls to customers located within the Sales Territory to promote and sell CORCAN's products and installation services.
- Broaden the customer base for CORCAN products and expand the territory coverage.
- Inform CORCAN of any new product or market related opportunities, which could enhance CORCAN's business.
- Consistently direct its efforts towards meeting or exceeding the annual sales projections and is expected to achieve at least 75% of Sales Projection.
- Follow up on quotes provided.
- Select the installer following CORCAN guidelines.
- maintain regular communications with installers and advise contract authority of any problems and concerns
- Provide customer service as required before and after the sale. Provide warranty claim service for repair and/or replacement of defective parts.
- Attend sales meetings, conferences and events and participate in promotional activities.

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- Maintain positive customer relations by providing quality sales presentations and after sales service.

2.4.2 Deliverables

The Contractor shall provide the following deliverables:

1. Provide legible sketch of modular furniture configuration to Inside Sales Support within 5 working days of meeting with customer.
2. Provide order quotes (product pricing, transportation cost and installation cost) to customers in the specified territory through phone/fax/email or on site visit on an as and when required basis. The contractor should respond to a customer inquiry within a 36 hour period (excluding Saturdays, Sundays and statutory holidays).
3. Provide order/quotes to CORCAN Regional Sales Order Processing Office for order entry in CORCAN Computerized Ordering System (layouts, drawings and specifications included if required).
4. When layouts, drawings or specifications are provided by Inside Sales Support, obtain customer's approval and send it to Inside Sales Support.
5. Provide the Technical Authority, when requested, an up to date market profile, customer list and customer profile.
6. Provide the Technical Authority with annual sales forecasts, quarterly marketing plans and ongoing reports on a quarterly and yearly basis or as requested.
7. Provide Sales and Marketing activities within the Sales territory to promote CORCAN's products and installation services for the duration of the contract.
8. Ensure installations are completed for each project. Responsible to oversee customer's installation.
9. Participate in the "walk through" inspection with the customer, after the installation has been completed and make any necessary changes, deal promptly with deficiencies.
10. Create & deliver sales presentations.
11. Develop sales projects and provide status reports.
12. Develop and maintain proficiency in computerized systems necessary to perform all functions of the sales associates.
13. Liaise with customer service representative and assist with problem resolution.

All deliverables provided under this contract shall be subject to inspection and acceptance by the Technical Authority. The Technical Authority shall have the right to reject or require revision of any reports or services deemed unacceptable before authorizing payment.

Delays in provision of deliverables: Should the Contractor not be available to provide the deliverables when required, the Contractor shall be required to report this to the Technical Authority, within a twenty four (24) hour period prior to the designated start time of the service or as soon as possible after the delay has occurred.

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It is understood that the Contractor may not be able to meet the objectives set by the Technical Authority due to extenuating circumstances that may occur in CSC's Institutions i.e., Lock-Down, riot, fire or any other emergency situation that necessitates the enforcement of security measures.

CORCAN-Correctional Service Canada to provide

During the contract period CORCAN will provide the following;

Inside Sales Service will be provided at the CORCAN RHQ, 310 Baig Blvd, Moncton, NB, or other locations to be determined by CORCAN. Installation Services will also be paid by CORCAN. The contractor will be required to invoice every two weeks for installation upon completion of project. There may be a requirement for progress billing on large installation projects. This will be reviewed as requested by the contractor and is subject to approval of the Technical authority. All other invoicing is to be completed monthly.

Inside Sales Support to the Outside Sales Contractor will perform the following services:

- Distribute promotional information (provided by the Outside Sales Contractor) to CORCAN customers including mass mail outs. CORCAN brochures and sales literature;
- Design custom office furniture layouts based on information provided by the Outside Sales Contractor. (Engineering Centre)
- Estimate the cost to supply the modular furniture based on the completed installation checklists and information provided by the Outside Sales Contractor. (Engineering Centre)
- Enter the Outside Sales Contractor's orders into CORCAN's automated order system.
- In conjunction with the contractor co-ordinate shipping and installations, taking into account the Client delivery requirements or restrictions, logistics for warehouse staging and phased shipments.
- In order for the Contractor to perform the associated administrative services as defined herein and in accordance with the Statement of Work (SOW) and, because of the need to access CORCAN information, computer data bases and systems, customer files, standing offers, CORCAN customer lists and sales forecast information, the Crown will provide the following:
 - CORCAN customer files, contracts and standing offers;

The contractor will be responsible for pricing installation, co-coordinating final inspection.

Contractor will perform the following:

- Estimate the cost to install the modular furniture for large installations, based on the completed installation checklists and information provided by the CORCAN.
- Schedule and coordinate the order delivery and installation with the support of the CORCAN Regional Sales Order Processing Office taking into account the Client delivery requirements or restrictions, logistics for warehouse staging and phased shipments.
- Select the installers following CORCAN guidelines
- Supervise Installers

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Statement of Work

- Send drawings to the installers. Instruct and inform installation teams in proper and efficient assembly. Prepare Scope of Work & documents for assigned installations. Coordinate installation kick off meeting with installation team for large projects.
- Verify installation costs.
- Track and inform installation team & sales office of key milestones for upcoming installations.
- Coordinate with installer for warranty-covered repair work and /or replacement of damaged or defective parts. The contractor shall obtain approval from CORCAN/Regional Sales Office.
- Contractor will upon receiving Installer's detailed invoices (Installer's invoice must have details on the work done and expenses incurred if any.) verify it before submitting for payment.
- **The installer** shall be responsible to provide equipment to unload, labour, etc. to install the modular furniture;
- Provide space-planning advice/suggestions for product options best suited to specific client application.
- React as necessary to unanticipated configuration and/or schedule changes during the installation.
- Participate in the "walk through" inspection with the CORCAN representative and the customer, after the installation has been completed and make any necessary changes; deal promptly with deficiencies;
- Provide warranty claim service for repair and/or replacement of defective parts.
- Provide the signed customer acceptance forms to CORCAN.

Meetings

A kick-off meeting will be scheduled after Contract Award by the Technical Authority. There will be meetings scheduled for the Sales Representative and the Technical Authority to discuss the status of the deliverables and direction of the Work.

The Contractor will meet with the Technical Authority at 310 Baig Blvd, Moncton, NB, or at a predetermined location near or on the contractor's location on an as and when requested basis with a minimum of one (1) meeting per quarter, to provide briefings on the status of sales within the Territory. Should circumstances necessitate a change in the location of the scheduled meeting(s), such change in location will be specified.

The Contractor will be required to maintain close communication links with various regional and national levels of the CORCAN organization. This will include attending Regional and National CORCAN meetings. **The Contractor will not be paid for the time required to travel to and attend the meeting.** The Contractor will be reimbursed for travelling expenses for the meetings.

Additional meetings will be scheduled as required but not less than one per quarter.

Language of Work

The contractor must have the ability to communicate effectively in English.

Location of Work / Sales Territory

The Sales Territory is the Province of Nova Scotia.

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Statement of Work

Changes to the Sales Territory

CORCAN reserves the right at any time to make changes to The Sales Territory boundaries as may be deemed necessary by the Technical Authority to respond to business conditions. Such changes would be authorized through a contract amendment.

Customers

The Contractor will provide services to CORCAN's customers: Federal, Provincial, and Municipal Governments as well as universities, colleges, and non-profit organizations within the assigned territory, and other markets as directed by the Technical Authority. CORCAN's customers will not normally include private sector accounts unless otherwise agreed to by the Technical Authority.

CORCAN reserves the right to designate House Accounts on a "case by case" basis. These accounts which are defined as accounts that will be serviced by CORCAN directly with no involvement of the Contractor and to which no commission or sales credit will be applied; i.e. these are initially limited to Correctional Services Canada, the Department of National Defense Canada and the Canadian Security Intelligence Service and other organizations and which operate on a national basis.

Travel

Travel will be necessary in the performance of the Work. When the Contractor's personnel are authorized by the Technical Authority to travel to CORCAN conferences and regional meetings outside the Zone in which they are providing services, the Contractor will be paid the authorized travel and living expenses. These expenses must be reasonably and properly incurred in the performance of the Work. The expenses will be paid at cost, without any allowance for overhead or profit and shall not exceed the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the Treasury Board Travel Directive located at: <http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/>, and with the other provisions of the directive referring to travelers, rather than those referring to employees.

Business Working Hours

Regular business hours will be from 08:00 to 17:30, Monday through Friday.

The Contractor's resources must be available to work outside regular business hours during the duration of the Contract. The Contractor may need to provide the resources on weekends and/or holidays.

Limitation and Constraints

- a) As a visitor to a penal institution for meetings and briefings, the Contractor's resource will be subject to the security requirements specific to that institution (CPIC). These can vary from moment to moment depending on offender activities and are designed to ensure the safety and security of CSC personnel, visitors and offenders.
- b) Contractor's resource should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. The resource(s) are advised to call in advance of travel to ensure that planned access is still available.
- c) **Transition at Contract Commencement and Expiry:** During the last month of the resulting Contract, a process to provide a transition period of formal and on-the-job training to personnel who will be providing the next on-site service may be required; in which the Technical Authority may task the proposed Contractor to provide its on-site personnel for training during the month transition period, if applicable.

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- d) The Contractor may be required to collaborate with other Contractors. Such activities may involve giving or receiving advice to/from another Contractor in the form of briefings, lectures, or any other kinds of collaboration required to accomplish the Work. The Contractor shall perform such tasks in a diligent and timely manner upon the request of Canada.
- e) **Exclusivity:** The Contractor will promote and sell CORCAN goods and services exclusively. The Contractor must not sell or be connected with competing products or services or like products or services that conflict with CORCAN's market through any division or subsidiary of the Contractor's corporation in accordance with the Non-competitive Certifications in the Certifications Precedent to Contract Award.

Annex B Basis of Payment

During the contract period the Contractor will be paid the commission rate stated below, based on its annual cumulative invoiced net furniture sales value as calculated by CORCAN. In all cases, a sale will be deemed to have taken place at such time as the product has been delivered and/or installed and the CORCAN invoice has been generated. The net furniture sales invoiced value does not include installation, applicable taxes or shipping fees. The price of all CORCAN products includes 7% fee for shipping (unless otherwise stated), which will be deducted from the invoice price to calculate the net invoiced value.

The Contractor will be paid the below commission rates on the net invoiced (exclusive of taxes, installation and shipping charges, discounts etc.) value of all sales excluding CSC sales where the Contractor does not provide service to commissionable customers within the assigned territory.

In addition to the below referenced commission rate the contractor will be paid a firm \$2,000 per month Management fee. There will be no other amounts paid to the contractor except for in accordance with items 3 & 4 detailed herein.

The rates do not include any GST/HST. The GST/HST, to the extent applicable, is to be shown as a separate item on all invoices and claims for progress payments and will be paid by Canada. The Contractor agrees to remit to the Canada Revenue Agency any HST that the Contractor receives from Canada pursuant to this contract.

1. Sales Targets/Commission

The Contractor shall achieve a minimum of 75% of the annual sales targets set by the Regional Director or CORCAN's Technical Authority. With the exception of period one which is firm, the targets for each period are estimates only and will be adjusted by CORCAN's Technical Authority to reflect the product and market conditions. CORCAN will assess performance against this deliverable within 30 days following the end of each period:

Contract Option Period	Sales Target (A)	Commission Rate - % (B)	Estimated Commission - \$ (A x B)
October 1, 2015 to September 30, 2016	3,120,000	_____ % on the first \$0 - \$1,000,000 _____ % on the next \$1,000,000-\$2,000,000 _____ % over \$2,000,000	\$ _____ \$ _____ \$ _____ Total Estimated Commission: \$ _____
October 1, 2016 to September 30, 2017	3,300,000	_____ % on the first \$0 - \$1,000,000 _____ % on the next \$1,000,000-\$2,000,000 _____ % over \$2,000,000	\$ _____ \$ _____ \$ _____ Total Estimated Commission: \$ _____
October 1, 2017 to September 30, 2018	3,500,000	_____ % on the first \$0 - \$1,000,000 _____ % on the next \$1,000,000-\$2,000,000 _____ % over \$2,000,000	\$ _____ \$ _____ \$ _____ Total Estimated Commission: \$ _____

Annex B Basis of Payment

October 1, 2018 to September 30, 2019	3,700,000	_____ % on the first \$0 - \$1,000,000 _____ % on the next \$1,000,000-\$2,000,000 _____ % over \$2,000,000	\$ _____ \$ _____ \$ _____ Total Estimated Commission: \$ _____
October 1, 2019 to September 30, 2020	3,900,000	_____ % on the first \$0 - \$1,000,000 _____ % on the next \$1,000,000-\$2,000,000 _____ % over \$2,000,000	\$ _____ \$ _____ \$ _____ Total Estimated Commission: \$ _____

Example of how the financial evaluation will be completed is as follows:

Contract Option Period	Sales Target (A)	Commission Rate - % (B)	Estimated Commission - \$ (A x B)
October 1, 2015 to September 30, 2016	3,120,000	7% on the first \$0 - \$1,000,000 6.5% on the next \$1,000,000-\$2,000,000 6% over \$2,000,000	<u>\$ 70,000.00 (B x \$1,000,000.00)</u> <u>\$ 65,000.00 (B x \$1,000,000.00)</u> <u>\$ 67,200.00 (B x (A-</u> <u>\$1,120,000.00))</u> Total Estimated Commission: <u>\$202,200.00</u>

The price of all CORCAN products includes 7% fee for shipping (unless otherwise stated), which will be deducted from the invoice price to calculate the net invoiced value.

A sale is deemed to be complete for commission purposes once the products or services are delivered and CORCAN has invoiced the customer. No commission shall be paid on products returned unless approved by CORCAN's Technical Authority. When a sale is made in one territory, to be delivered into another territory, the sale will be credited and commissions will be split among contractors, as determined by the Technical Authority. CORCAN reserves the right to negotiate the commission rates paid at any time, to reflect special or unusual circumstances including commissions paid on multi-year (repetitive) contracts or items sold at discount.

The commission shall be paid on the cumulative net invoiced value for each year of the Contract. This amount would be reset to zero at the beginning of each Contract year.

Any orders attributable to the Contractor which are invoiced after the contract expiry will result in a reduced commission as follows:

Upon expiry of the Contract the Contractor will be paid for:

- 1) Sales Order(s) processed in the CORCAN automated system at a rate of 50% of the above commission rate.
- 2) Products or services that have been delivered either partially or complete to the customer prior to contract expiry will be paid commission for 100% of sales value.

Annex B

Basis of Payment

Outstanding deliveries will be paid based on the above rate for sales order processed in the CORCAN automated system.

(Example using commission rate of 4% - : 75% of order delivered prior to contract expiry will be paid at 100% of the 4% commission rate but the 25% outstanding (if input into the system) would qualify at a 2% rate (which is 50% of the 4%))

2. Management / Marketing Fee

A firm management/marketing fee of \$2,000.00 per month is to be paid to the Contractor upon providing the Technical Authority, with the plans / reports as specified in Annex "A" - Statement of Work, sections 2.2 and 2.3, (section 2.2 is sales forecast and reporting & section 2.3 is the Marketing reports) and upon receipt of monthly reports and invoices from Contractor requesting payment. Invoices shall have the detailed Sales Commission and Management/Marketing fee amounts.

All reporting requirements must be sent to CORCAN's Technical Authority at said dates indicated in the tasks enumerated in the Statement of work (section 2.4.1 & 2.4.2). Failure to submit the reports within the appropriate reporting schedule will result in no payment of the \$ 2,000.00 Management fee for that period.

The management/marketing fee is also for services related to effective management and administration of CORCAN business in the assigned territory, including selection, and supervising of installers.

Contract/Option Period	Firm Fixed Management / Marketing Fee
October 1, 2015 to September 30, 2016	\$2,000 per month maximum \$24,000 yearly
October 1, 2016 to September 30, 2017	\$2,000 per month maximum \$24,000 yearly
October 1, 2017 to September 30, 2018	\$2,000 per month maximum \$24,000 yearly
October 1, 2018 to September 30, 2019	\$2,000 per month maximum \$24,000 yearly
October 1, 2019 to September 30, 2020	\$2,000 per month maximum \$24,000 yearly

3. Travel Expenses (to attend national meetings, when pre-approved by CORCAN's Technical Authority.

The Contractor must obtain prior approval in writing from the Technical Authority before incurring any expenses for travel. The Contractor shall be paid for pre-authorized reasonable and proper travel and living expenses, supported by original receipts, incurred by personnel directly engaged in the performance of the Work, without any allowance thereon for overhead or profit, in accordance with the contract. Travel and living expenses shall not exceed the rates outlined in the then-current Treasury Board Travel Directive. Charges for air travel shall not exceed that for economy class. All payments are subject to government audit.

Contract/Option Period	Estimated Travel and Living Expenses
October 1, 2015 to September 30, 2016	\$10,700
October 1, 2016 to September 30, 2017	\$11,700
October 1, 2017 to September 30, 2018	\$12,700
October 1, 2018 to September 30, 2019	\$12,700
October 1, 2019 to September 30, 2020	\$12,700

4. Installation, Repair and Technical Services

All cost associated with installation, repair, and other related technical services are CORCAN's responsibility.

Annex B Basis of Payment

Such costs, when incurred by the Contractor upon CORCAN's behalf, will be reimbursed on the basis of an installer's invoice. The Contractor's invoice will only be paid with adequate supporting documentation (i.e. installer's invoice).

At all times, there must exist an arm's length relationship between the company doing the installation or the individual installers and the Contractor.

CORCAN reserves the right to conduct periodic audits to ensure compliance with this provision.

Contract/Option Period	Estimated Installation, Repairs and Technical Services Expenses
October 1, 2015 to September 30, 2016	\$166,000
October 1, 2016 to September 30, 2017	\$178,500
October 1, 2017 to September 30, 2018	\$190,900
October 1, 2018 to September 30, 2019	\$204,200
October 1, 2019 to September 30, 2020	\$218,000

MONTHLY INVOICES

Invoices for installation of furniture will be submitted by the contractor at the middle of the month and at the end of the month. The invoice will be for completed installs or by progress payments on large projects as authorized by technical authority only. The maximum invoices will be 24 invoices per year. The contractor will be paid for the other services as per the schedule which is once a month for administrative fees and commission fees.

Payments shall be made after receipt of the reports and invoices from Contractor and report outlining sales obtained. Reporting requirements are indicated in sections 2.2 & 2.3 of the Statement of Work. Invoices shall have detailed expenses on Sales Commission Expenses, Managements/Marketing Fee Expenses, Installation, Repair and Technical Services Expenses. Original receipts must be provided.

Canada will pay the Contractor's invoice on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

Invoices

Invoices are to be submitted to:

**CORCAN-Correctional Service of Canada
310 Baig Blvd
Unit 10
Moncton, NB, E1E 1C8**

Reference is to be made to the following numbers:

Contract no.: 21C21-15-3765

RECEIVED

JUL 31 2014

Government
of CanadaGouvernement
du Canada

Contract Number / Numéro du contrat

21C21-15-5765

Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction CORCAN	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail CORCAN requires a Sales Representative to provide outside sales and marketing services for CORCAN Industries' products such as office furnishings, modular workstation components and other items (excluding laundry and construction services). The principal role of the contractor is to sell products manufactured at Correctional Service of Canada institutions and for offered by the Sales representative will be the Province of Nova Scotia.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to undeclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input checked="" type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>		TOP SECRET <input type="checkbox"/>
TRÈS SECRET <input type="checkbox"/>		TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SC 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity.
Dans l'affirmative, indiquer le niveau de sensibilité: ☒ No ☐ Yes

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document: ☒ No ☐ Yes

PART B (PERSONNEL (SUPPLIER)) / PARTIE B (PERSONNEL (FOURNISSEUR))

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes
☐ Non ☐ Oui

PART C (SAFEGUARDS (SUPPLIER)) / PARTIE C (MESURES DE PROTECTION (FOURNISSEUR))

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
☐ Non ☐ Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
☐ Non ☐ Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
☐ Non ☐ Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
☐ Non ☐ Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
☐ Non ☐ Oui

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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		NATO				COSMIC			
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	RESTRICTED / DIFFUSION RESTREINTE	CONFIDENTIAL / CONFIDENTIEL	SECRET	COSMIC TOP SECRET / COSMIC TOP SECRET	PROTECTED / PROTÉGÉ	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
Information / Access / renseignements / accès / Production													
IT Assets / Support IT													
IT LRM / LRM électronique													

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?



No / Non



Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?



No / Non



Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

ANNEX D EVALUATION CRITERIA AND EVALUATION PROCEDURES

1. Evaluation Criteria:

- a. The following elements of the proposal will be evaluated and scored in accordance with the following evaluation criteria.

- 1.1 Mandatory Requirements
- 1.2 Rated Requirements

b. EVALUATION CRITERIA

- i) LISTING EXPERIENCE WITHOUT PROVIDING ANY SUPPORTING DATA TO DESCRIBE WHERE AND HOW AND WHEN SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE EXPERIENCE NOT BEING INCLUDED FOR EVALUATION PURPOSES.
- ii) All experience is to be strictly work-related unless otherwise indicated. Time spent during education and/or training does not count, unless otherwise indicated. Experience must be demonstrated through employment history.
- iii) *In order to facilitate evaluation of proposals, it is recommended that bidders address, in their proposal, the mandatory and rated criteria in the order in which they appear below, using the numbering outlined below.*
- iv) *It is imperative that the proposal address each of these criteria to demonstrate that the requirements are met.*

Note to bidders: For a Bidder proposing more than one sales representative(s), the bidder must identify the main sales representative(s) whose competencies will be evaluated. The bidder's team will be evaluated on the main sales representative(s)'s experience.

ANNEX D EVALUATION CRITERIA AND EVALUATION PROCEDURES

	Mandatory Criteria	Y/N
M1	<p>The Bidder must demonstrate that the proposed sales representative(s) has a minimum of eight (8) years experience selling goods and/or services in the private and/or public sector.</p> <p>Bidders must provide the following details as to how the stated experience was obtained:</p> <ol style="list-style-type: none"> 1. The name of the Department/client organization 2. The start and end dates of the assignment(s); 3. Details about the work performed by the proposed sales representative(s) on the assignment(s); 4. The role of the bidder's proposed sales representative(s); 5. A contact person of reference that can verify the Work and confirm that the services provided were satisfactory. 	
M2	<p>The Bidder must provide a detailed CV for each of the proposed sales representative(s) which include all relevant information.</p> <p>The Bidder must include, as a minimum, in their CV:</p> <ol style="list-style-type: none"> 1. A covering letter which describes the details of their corporate and personal experience; 2. Employment history 3. Skill sets developed 4. Educational credentials, including Professional certifications 5. Professional training; 6. A minimum of three (3) references that can confirm that the services provided were satisfactory. 	
M3	<p>The Bidder must demonstrate that the proposed sales representative(s) have completed as Lead Sales, three (3) <u>Major Sales Projects</u>*.</p> <p>The Bidder must include, as a minimum, for each project submitted:</p> <ol style="list-style-type: none"> 1. The name of the Department/client organization 2. The total dollar value of the sale(s); 3. The start and end dates of the projects; 4. The type(s) of goods and/or services that were sold; 5. Details about the work performed by the proposed sales representative(s) on the projects; 6. The role of the bidder's proposed sales representative(s); 7. A contact person of reference that can verify the Work and confirm that the services provided were satisfactory. <p>Overlap is acceptable when referencing more than one project.</p> <p>In order for the projects to count, they must have been completed within the past fifteen (15) years.</p> <p>The Bidder/proposed sales representative(s) must demonstrate compliance in written format which does not exceed one (1) page per project cited.</p> <p>A <u>Major Sales Project</u>* must have the following: A minimum dollar value of \$100,000.00 (taxes not included) A minimum of 2 types of Goods and/or Services Must include all of the following milestones/steps</p> <ul style="list-style-type: none"> • Identification of client • Initial contact with client • Identification of client needs • Preparation of a formal quote 	

ANNEX D EVALUATION CRITERIA AND EVALUATION PROCEDURES

	<ul style="list-style-type: none"> • Negotiation with client • Delivery of the Goods/Services • Follow up(s) with client 	
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1.2 Rated Requirements:

In addition to the above mandatory requirements, proposals will be evaluated and scored according to the following rated requirements. It is incumbent upon the bidder to provide sufficient detail to fully assess the understanding, work plan, approach and methodology, and experience.

#	Criteria	Description	Rating	
R1	<p>The proposed sales representative(s) has experience <u>above and beyond the minimum of eight (8) years required in M1.</u> Bidders must provide the following details as to how the stated experience was obtained:</p> <ol style="list-style-type: none"> 1. The name of the Department/client organization 2. The start and end dates of the assignment(s); 3. Details about the work performed by the proposed sales representative(s) on the assignment(s); 4. The role of the bidder's proposed sales representative(s); 5. A contact person of reference that can verify the Work. 	<p>The points below will be awarded for the <u>additional</u> experience above and beyond the minimum eight (8) years required in M1</p> <p>Less than 6 months– 0 points</p> <p>More than 6 months to 1 year – 1 point</p> <p>More than 1 year to 3 years – 5 points</p> <p>More than 3 years to 7 years – 7 points</p> <p>More than 7 years to 12 years – 10 points</p> <p>More than 12 years – 15 points</p>		15
R2	<p>The proposed sales representative(s) has completed Major Sales Projects <u>above and beyond that which is required in M3.</u> Bidders must include, as a minimum, for each project submitted:</p> <ol style="list-style-type: none"> 1. The name of the Department/client organization 2. The total dollar value of the sale(s); 3. The start and end dates of the projects; 4. The type(s) of goods and/or services that were sold; 5. Details about the work performed by the proposed sales representative(s) on the projects; 6. The role of the bidder's proposed sales representative(s); 7. A contact person of reference that can verify the Work. <p>In order for the projects to count, they must have been completed within the past fifteen (15) years.</p>	<p>An additional 1 to 2 projects = 5 points</p> <p>An additional 3 to 4 projects = 10 points</p> <p>An additional 5 to 6 projects = 15 points</p> <p>An additional 7 or more projects = 20 points</p>		20

ANNEX D EVALUATION CRITERIA AND EVALUATION PROCEDURES

	Overlap is acceptable when referencing more than one project.			
R3	<p>The proposed sales representative(s) has completed professional training courses for sales & marketing.</p> <p>Bidders must include, as a minimum:</p> <ol style="list-style-type: none"> 1. The name of the training course(s) 2. The provider of the course(s) 3. The subject matter that was covered in the course(s) 4. If available, a proof that the course(s) were taken IE: a certificate, receipt, etc. 	<p>1 course = 1 point</p> <p>2 courses = 2 points</p> <p>3 courses = 3 points</p> <p>4 courses = 4 points</p> <p>5 courses = 5 points</p>		<u>5</u>
R4	<p>The proposed sales representative(s) will be evaluated on the type(s) of services and/or goods sold by its company.</p> <p>Bidders must include, as a minimum:</p> <ol style="list-style-type: none"> 1. The start and end dates of the projects; 2. The type(s) of goods and/or services that were sold; 3. Details about the work performed by the Bidder on the projects; 4. A contact person of reference that can verify the Work. <p>In order for the projects to count, they must have been completed within the past fifteen (15) years.</p> <p>Overlap is acceptable when referencing more than one project.</p>	<p>Points will not be accumulated. Points will be awarded based on the highest level of services or goods sold by its company. (Example: If the company has both services and furniture, the company will be awarded 6 points and not 8 points)</p> <p>Services = 2 Points</p> <p>or</p> <p>Goods = 4 Points</p> <p>or</p> <p>Furniture = 6 Points</p> <p>or</p> <p>System Furniture = 8 Points</p> <p><u>Services:</u> Any work performed that does not constitute a transfer of tangible assets, such as consultation services</p> <p><u>Goods :</u> Already assembled just requires unpacking and inspecting no installation required.</p> <p><u>Furniture:</u> QR Workstations/Boardroom tables</p> <p><u>System Furniture:</u> CORCAN</p>		<u>8</u>

ANNEX D EVALUATION CRITERIA AND EVALUATION PROCEDURES

		Eco Workstation, Espace Workstation, Custom workstation (System furniture would be more complex)		
R5	<p>The proposed sales representative(s) will be evaluated on the marketing promotions it has performed.</p> <p>Bidders must include, as a minimum:</p> <ol style="list-style-type: none"> 1. The start and end dates of the projects; 2. The type(s) of goods and/or services that were sold; 3. Details about the work performed by the Bidder on the projects; 4. A contact person of reference that can verify the Work. <p>In order for the projects to count, they must have been completed within the past fifteen (15) years.</p> <p>Overlap is acceptable when referencing more than one project.</p>	<p>Direct Marketing (meetings with Clients) =2 Points</p> <p>Mailing, E-Mailing or Faxing promotional material =2 Points</p> <p>Participated in Trade Shows = 1 Point</p>	Maximum of 5 points	<u>5</u>
R6	<p>The proposed sales representative(s) will be evaluated on the annual sales volume it has achieved for the last 5 years</p> <p>Bidders must include, as a minimum:</p> <ol style="list-style-type: none"> 1. A contact person of reference that can verify the sales volume. 	<p>Average annual sales volume</p> <p>Less than \$50,000.00 = 0 points</p> <p>\$50,000.00 to \$100,000.00 = 1 point</p> <p>\$100,000.00 to \$200,000.00 = 3 points</p> <p>\$200,000.00 to \$300,000.00 = 5 points</p> <p>\$300,000.00 to \$400,000.00 = 7 points</p> <p>over \$400,000.00 = 10 points</p>		<u>10</u>

ANNEX D EVALUATION CRITERIA AND EVALUATION PROCEDURES

R7	<p>The proposed sales representative(s) will be evaluated on their sales experience for this requirement.</p> <p>Bidders must include, as a minimum:</p> <ol style="list-style-type: none"> 2. The start and end dates of the projects; 3. The type(s) of goods and/or services that were sold; 4. Details about the work performed by the Bidder on the projects; 5. A contact person of reference that can verify the Work. <p>Overlap is acceptable when referencing more than one project.</p>	<p>Experience selling to business customers =1 Point</p> <p>Experience selling to government customers =8 Points</p> <p>Experience cold calling to customers by phone or in person =2 Points</p> <p>Experience installing system furniture = 1 Points</p>	Maximum of 12 points	<hr/> 12
R8	<p>The proposed sales representative(s) will be evaluated on additional experience.</p> <p>Bidders must include, as a minimum:</p> <ol style="list-style-type: none"> 1. The start and end dates of the projects; 2. The type(s) of goods and/or services that were sold; 3. Details about the work performed by the Bidder on the projects; 4. A contact person of reference that can verify the Work. <p>Overlap is acceptable when referencing more than one project.</p>	<p>Experience in reading blueprints of buildings =1 Points</p> <p>Experience in drawing layouts for modular furniture =2 Points</p> <p>Experience in estimating costs for supply of furniture =2 Points</p>		<hr/> 5
TOTAL				<hr/> 80

2. Evaluation Procedures:

2.1 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria identified herein for the total requirement of this Request for Proposal (RFP) and in conjunction with the accompanying Statement of Work, Annex A.

2.2 It is understood by the parties submitting proposals that, to qualify and to be considered compliant:

a) Bidders must meet all the mandatory requirements of the RFP. A bidder not meeting the mandatory requirements, will be deemed non compliant.

b) The rating of compliant proposals will be performed on a scale of **80 points**. There is a **minimum pass mark of 70%**.

2.3 Selection Method – Cost per point:

ANNEX D EVALUATION CRITERIA AND EVALUATION PROCEDURES

- a) The award of the contract will not necessarily be to the bidder with the highest point rating score or the lowest bid price. Rather, the proposal with the best combination of technical merit and price (lowest cost per point) will be recommended for the award of the contract.
- b) The price per rated point will be determined by dividing the total estimated cost for all items by the total points achieved.

2.4 Example of Cost per Point Determination Method – Calculation of cost per point

Example of formula applied (prices and scores are fictitious):

	Total Estimated Cost	Total Points achieved	Formula	Cost per Point
Bidder 1	\$ 200,000.00	75	$\$200,000.00 \div 75$	\$ 2666.66 per point
Bidder 2	\$ 230,000.00	80	$\$230,000.00 \div 80$	\$ 2875.00 per point

In the above example, Bidder 1 would be awarded the contract.

- 2.5 In addressing the mandatory and rated evaluation criteria, the Bidder should supplement the information supplied in response to the mandatory requirements with details outlining the depth and extent of the relevant experience, qualifications and specialized expertise of the proposed sales representative(s). All claims with regard to the proposed sales representative(s) experience, qualifications or expertise must be substantiated through the provision of detailed project descriptions of how and where the claimed experience, qualifications or expertise were gained. Unsubstantiated claims of experience, qualifications or expertise will not be considered by the evaluation team during evaluation.
- 2.6 The Bidder should indicate the location in the proposed sales representative(s)'s résumé of supporting information to substantiate relevant experience for each mandatory evaluation criteria.
- 2.7 To meet the requirement described herein, the experience of the proposed sales representative(s) must be work for which the proposed sales representative(s) was working for clients exterior to the Bidder's own organization.
- 2.8 Experience obtained after bid closing will not be considered.
- 2.9 For evaluation purposes,
 - 1. *Where* means the name of the employer as well as the position/title held by the individual;
 - 2. *When* means the start date and end date (e.g. from 01 January 2000 to 31 March 2002) of the period during which the individual acquired the qualification/experience; and
 - 3. *How* means a clear description of the activities performed and the responsibilities assigned to the individual under this position and during this period.
 - 4. The Bidder is also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
 - 5. The bid price will be the total fixed price for fees including all taxes as per table outlined in Part 2, Proposal Preparation Instructions.