

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

## Bid Receiving - PWGSC / Réception des soumissions - TPSGC

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

## Request For a Standing Offer Demande d'offre à commandes

### National Individual Standing Offer (NISO)

Offre à commandes individuelle nationale (OCIN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**

Furniture Division/Division des ameublements  
11 Laurier St. / 11, rue Laurier  
6B1, Place du Portage  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> NISO-METAL FILING & STORAGE CABINET	
<b>Solicitation No. - N° de l'invitation</b> 21C11-165002/A	<b>Date</b> 2017-02-10
<b>Client Reference No. - N° de référence du client</b> 21C11-165002	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$PQ-981-72436
<b>File No. - N° de dossier</b> pq981.21C11-165002	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-03-03</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> MacIsaac, James	<b>Buyer Id - Id de l'acheteur</b> pq981
<b>Telephone No. - N° de téléphone</b> (819)639-4357 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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Solicitation No. - N° de l'invitation  
21C11-165002/A  
Client Ref. No. - N° de réf. du client  
21C11-165002

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
PQ981  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;   |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided;   |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and  |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments, and the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

Public Works Government Services Canada (PWGSC), on behalf of its client, Correctional Service Canada (CSC) - CORCAN, has a requirement to supply Metal Filing and Storage Cabinet components, sub-component kits and training to the furniture production lines at various CORCAN facilities across Canada for assembly and resale in support of their rehabilitation program.

See Annex A for details

#### **Delivery:**

Delivery of the defined items, if and when required, may be ordered as individual items or as a combination of items. Alternatively, product may be delivered to the following CORCAN locations:

Donnacona, QC,  
Kingston, ON  
Drumheller, AB

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**Period of Requirement:**

Date of award to March 31, 2022

Optional Extension Periods:

Period 1 - April 1, 2022 to March 31, 2023.

Period 2 - April 1, 2023 to March 31, 2024.

Period 3 - April 1, 2024 to March 31, 2025.

Period 4 - April 1, 2025 to March 31, 2026.

Period 5 - April 1, 2026 to March 31, 2027.

**1.2.1** The requirement is set aside from the international trade agreements under the provision each has for prison labour.

### **1.3 Security Requirements**

There are NO security requirements associated with the requirement of the Standing Offer.

### **1.4 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

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## **2.2 Submission of Offers**

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

## **2.3 Enquiries - Request for Standing Offers**

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

## **2.4 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

# **PART 3 - OFFER PREPARATION INSTRUCTIONS**

## **3.1 Offer Preparation Instructions**

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer: 1 hard copy and 1 soft copy on CD/DVD/USB Key,

Section II: Financial Offer: 1 hard copy and 1 soft copy on CD/DVD/USB Key,

Section III: Certifications: 1 hard copy

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;

- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Offer**

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

##### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

##### **3.1.2 Exchange Rate Fluctuation**

C3010T (2013-11-06), Exchange Rate Fluctuation Risk Mitigation.

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

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

### **4.1 Evaluation Procedures**

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Item	Mandatory Requirement	Page reference or location within the proposal
M1	Offeror's furniture line must have been tested and certified ANSI/BIFMA X5.9-2012 (tests/certification to be no older than five (5) years).	
M2	The Offeror must be a manufacturer.	
M3	The Offeror's warranty must be for 10 years on each product, with the exception of user adjustable components, which must have a warranty of five (5) years.	

#### 4.1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid (DDP) Incoterms 2010, Canadian customs duties and excise taxes included.

#### 4.2 Basis of Selection

##### 4.2.1 Basis of Selection – Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price, including options, will be recommended for issuance of a standing offer.

### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

#### 5.1 Certifications Required with Offer

Offerors must submit the following duly completed certifications as part of their offer.



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### 5.1.1 Product Conformance

The Offeror certifies that all the products offered conform, and will continue to conform throughout the duration of the Standing Offer, to all specifications of the "Requirement" at Annex "A".

\_\_\_\_\_  
Offeror's Signature

\_\_\_\_\_  
Date

### 5.1.2 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the Employment and Social Development Canada-Labour's website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with

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a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

There are no security requirements for solicitation.

### **6.2 Financial Capability**

*SACC Manual* clause M9033T (2011-05-16) Financial Capability

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

#### **7.2 Security Requirements**

7.2.1 There is no security requirement applicable to the Standing Offer.

#### **7.3 Standard Clauses and Conditions**

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

##### **7.3.1 General Conditions**

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **7.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

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

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;

- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

## **7.4 Term of Standing Offer**

### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from issuance of the Standing Offer to March 31, 2022.

### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to an additional five option years, from April 1, 2022 to March 31, 2027 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **7.4.3 Delivery Points**

Delivery of the defined items, if and when required, may be ordered as individual items or as a combination of items. Alternatively, product may be delivered to the following CORCAN locations:

Donnacona, QC,  
Kingston, ON  
Drumheller, AB

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: James MacIsaac  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Furniture  
Address: Portage III, 11 Laurier Street, Gatineau Quebec K1A 0S5

Telephone: 819-639-4357

E-mail address: [James.MacIsaac@tpsgc-pwgsc.gc.ca](mailto:James.MacIsaac@tpsgc-pwgsc.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

#### 7.5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: to be inserted after Contract Award

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

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

Address: \_\_\_\_\_

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

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

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

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

#### 7.5.3 Offeror's Representative

The name and particulars of the person to be contacted for general enquires and follow-up purposes.

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

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

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

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

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

#### 7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Correctional Service of Canada, its Special Operating Agency: CORCAN and PWGSC.

#### 7.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using PWGSC-TPSGC 942, Call-up against a Standing offer or electronic document.

#### 7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

All requisitions exceeding \$400,000.00 (Applicable Taxes included) will be forwarded to PWGSC for authorization.

## 7.9 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2016-04-04), General Conditions – Goods;
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_.

## 7.10 Certifications and Additional Information

### 7.10.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### 7.10.2 Product Conformance Certification

The Contractor warrants that the Product Conformance Certification submitted by the Contractor is accurate and complete, and that the products provided under this Contract are in accordance with Annex A - Requirement. The Contractor must keep proper records and documentation relating to the product conformance and the Testing Requirements in Annex A. The Contractor must not, without obtaining the prior written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of the Contract or the expiry date of the Warranty, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts.

Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to this contract.

In addition, the Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection, which may also include the submission of test reporting documentation as listed in Annex A. The Contractor must forward such test pieces and samples to such person or location as the representatives of Canada specifies.

## 7.11 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in

\_\_\_\_\_.

## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### 7.1 Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

2010A (2016-04-04), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 09 entitled Warranty of general conditions 2010A is amended as follows:

**DELETE:** The warranty period will be twelve (12) months.

**INSERT:** The warranty period will be ten (10) years, with the exception of user adjustable components, which must have a warranty of five (5) years.

**Section 09 entitled Warranty of general conditions 2010A is amended by deleting subsection 2 in its entirety and replacing it with the following:**

2. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

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## 7.2.2 SACC Manual Clauses

### C0604C (2010-01-11)

1. The prices detailed in the Contract are subject to upward or downward adjustment, according to changes at time of delivery, to allow for:
  - a. Changes due to price adjustment in metal products that are a direct result of increased or decreased current base price imposed by the applicable metals commodity market. A copy of the Contractor's notification of base price increase or decrease from the metal producer must be provided to the Contracting Authority; and/or
  - b. Imposition of any new or changes to any existing levies, tariffs or fees of whatsoever nature applicable to any metal product, authorized, imposed or agreed to by Canada or any provincial government or by any Governmental Regulatory Authority.
2. The contract price will be amended to reflect the actual increase or decrease at time of delivery. The Contractor must not invoice at prices other than those specified in the Contract.

## 7.3 Term of Contract

### 7.3.1 Period of the Contract

The period of the Contract is from contract award to March 31, 2022 inclusive.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 5 option years 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 thirty (30) 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.

### 7.3.2 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

## 7.4 Payment

### 7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices, as specified in Annex B, Basis of Payment. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 7.4.2 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 7.5 Insurance Requirements

*SACC Manual* clause G2001C (2014-06-26) 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 Insured: 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.

## 7.6 SACC Manual Clauses

A9068C (2010-01-11) Government Site Regulations  
B7500C (2006-06-16) Excess Goods



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## 7.7 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## 7.8 Shipping Instructions

Goods must be consigned to the destination specified in the Contract and delivered:  
Delivered Duty Paid (DDP), Incoterms 2010 for shipments from a commercial contractor, unless otherwise specified in the call-up.

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## ANNEX A

### REQUIREMENT

#### 1. Background

CORCAN is a program of the Correctional Service of Canada (CSC), dating back to the mid-1800s, when the first federal prisons were built. The objective of CORCAN is to promote offender rehabilitation by developing or improving employability.

CORCAN became a Special Operating Agency in 1992, financed through a revolving fund and is subject to the same federal legislative and regulatory authority as CSC.

CORCAN operates in 29 sites across Canada with four business lines: manufacturing, construction, textiles and services (such as printing and laundry). A principal goal of CORCAN is to provide Offender Workers with positive job-related work habits and the opportunity to acquire real-world marketable skills. CORCAN shops operate in as businesslike a manner as possible, given their institutional setting and training imperatives. Most shops are ISO-certified.

CORCAN's mission is to aid in the safe reintegration of offenders into Canadian society by providing employment and employability skills training to offenders incarcerated in federal penitentiaries and, for brief periods of time, after they are released into the community.

Further information can be found within the website at: [www.corcan.gc.ca](http://www.corcan.gc.ca)

#### 2. Scope

To supply Filing and Storage metal cabinets finished, unfinished (ready to be painted) and in components (unassembled and ready to be painted) to different production sites across the country.

Finished products will be sold under CORCAN brand.

#### 3. Product Requirements

##### 3.1. Lateral filing cabinets

- 2, 3, 4 and 5 drawer lateral filing cabinets components to be provided raw (ready to paint) metal or already painted (powder coated or lead free, alkyd baked enamel) that complies to CAN/CGSB 44.227 2008 paint finish testing section 5.
- Lateral filing cabinet must be available in 18" deep.
- Lateral filing must be available at least in 36" width (30" and 42" optional).
- Internal components must be:
  - .1. Drawer with side- to-side folder bars and/or;
  - .2. Receding door, rollout shelf with side- to-side folder bars.
- Drawer and receding door must have a flush insert pull.
- Drawer and rollout shelf must have heavy-duty ball-bearing full extension suspensions (the back of the drawer to extend clear of the front face of the cabinet).
- Receding door must have guiding mechanism fitted with nylon glides to prevent metal-to-metal contact and ensure effortless operation.
- Lateral filing cabinets must have four adjustable glides. The glides should at least provide 3/4" adjustment and be adjustable from inside, or from outside the cabinet.
- Lateral filing cabinets must be lockable. The lock must be high security, single bit type. All locks must have removable and interchangeable plugs locks and be able to be master keyed.

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### 3.2. Vertical filing cabinets

- 2, 3, 4 and 5 drawer vertical filing cabinets components to be provided raw (ready to paint) metal or already painted (powder coated or lead free, alkyd baked enamel that complies to CAN/CGSB 44.227 2008 paint finish testing section 5.
- Vertical filing cabinet must be available in nominal 30" deep.
- Vertical filing must be available at least in 18" Width (15" optional).
- Drawer must have a flush inset pull.
- Drawer must have heavy-duty ball-bearing full extension suspensions (the back of the drawer to extend clear of the front face of the cabinet).
- Vertical filing cabinets must have four adjustable glides. The glides should at least provide 3/4" adjustment and be adjustable from inside, or from outside the cabinet.
- Vertical filing cabinets must be lockable. The lock must be high security, single bit type. All locks must have removable and interchangeable plugs locks and be able to be master keyed.

### 3.3. Storage cabinets

- Storage cabinets components to be provided raw (ready to paint) metal or already painted (powder coated or lead free, alkyd baked enamel that complies to CAN/CGSB 44.227 2008 paint finish testing section 5.
- Storage cabinets must be available in 18" deep.
- Storage cabinets must be available at least in 36" Width (30" and 42" optional).
- Storage cabinets must be available in 3 different heights (40", 52" and 64" +/- 2").
- Storage cabinets must have hinged door equipped with outward stop to prevent contact with adjacent cabinet.
- Storage cabinets must have four adjustable glides. The glides should at least provide 3/4" adjustment and be adjustable from inside, or from outside the cabinet.
- Storage cabinets must be lockable. The lock must be high security, single bit type. All locks must have removable and interchangeable plugs Locks and be able to be master keyed.
- Shelf must be available.

### 3.4. Pedestals

- Pedestal components to be provided raw (ready to paint) metal or already painted (powder coated or lead free, alkyd baked enamel that complies to CAN/CGSB 44.227 2008 paint finish testing section 5.
- Pedestals must be mobile or freestanding.
- Pedestals must be available at least in 22" deep.
- Pedestals must be available in 15" width.
- Pedestals must be available in at least 2 configurations of drawers "File-File" and "Box-Box-File" (optional combination with a pencil drawer 3").
- Box drawer must have heavy-duty ball-bearing suspensions.
- File drawer must have heavy-duty ball-bearing full extension suspensions (the back of the drawer to extend clear of the front face of the cabinet).
- Freestanding pedestals must have four adjustable glides. The glides should at least provide 3/4" adjustment.
- Mobile pedestals must have 2 lockable casters.
- Pedestals must be lockable. The lock must be high security, single bit type. All locks must have removable and interchangeable plugs locks and be able to be master keyed.
- Offeror must be able to provide complimentary accessories such as:
  - .1. Pencil tray;
  - .2. File drawer hanging folder partition;
  - .3. Cushioned seat.

- Offeror should be able to provide complimentary accessories such as:
  1. Box drawer partition.

### **3.5. Wardrobe towers**

- Wardrobe tower components to be provided raw (ready to paint) metal or already painted (powder coated or lead free, alkyd baked enamel) that complies with CAN/CGSB 44.227 2008 paint finish testing section 5.
- Wardrobe towers must be available in 22 to 24" deep.
- Wardrobe towers must be available at least in 24" Width (30" optional).
- Wardrobe towers must be available in at least 2 different heights (50 and 64" +/- 2").
- Wardrobe tower configuration must be:
  - .1. Wardrobe section with File-File drawer with open bookcase space;
  - .2. Wardrobe section with File-File drawer with hinged door bookcase space;
  - .3. Wardrobe section with Box-Box-File drawer with open bookcase space;
  - .4. Wardrobe section with File-File drawer with hinged door bookcase space.
- Box drawer must have heavy-duty ball-bearing suspensions.
- File drawer must have heavy-duty ball-bearing full extension suspensions (the back of the drawer to extend clear of the front face of the cabinet)
- Wardrobe towers must have four adjustable glides. The glides should at least provide 3/4" adjustment and be adjustable from inside, or from outside the cabinet.
- Wardrobe towers must be lockable. The lock must be high security, single bit type. All locks must have removable and interchangeable plugs locks and be able to be master keyed.

Offeror must provide a price list for each part of the filing and storage cabinets in order for CORCAN to buy replacement parts.

## **4. Delivery time turnaround**

Product must be shipped within 15 business days from receipt of call-up request unless an alternate timeframe has been approved by the Site Authority.

Solicitation No. - N° de l'invitation  
21C11-165002/A  
Client Ref. No. - N° de réf. du client  
21C11-165002

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
PQ981  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "B"**

### **BASIS OF PAYMENT**

See attached.

Solicitation No. - N° de l'invitation  
21C11-165002/A  
Client Ref. No. - N° de réf. du client  
21C11-165002

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
PQ981  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX “C” to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)

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## ANNEX "D" "to PART 5 OF THE REQUEST FOR STANDING OFFERS

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Offeror certifies having no work force in Canada.
- ☐ A2. The Offeror certifies being a public sector employer.
- ☐ A3. The Offeror certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1 The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Offeror is not a Joint Venture.

OR

- ☐ B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions.