



**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 - SERIES FIXED/HT ADJ TABLES	
<b>Solicitation No. - N° de l'invitation</b> 21C11-165001/C	<b>Date</b> 2017-11-09
<b>Client Reference No. - N° de référence du client</b> 21C11-165001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$PQ-968-73720
<b>File No. - N° de dossier</b> pq968.21C11-165001	<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 2017-11-28</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> Dale, Evonne	<b>Buyer Id - Id de l'acheteur</b> pq968
<b>Telephone No. - N° de téléphone</b> (613)853-6646 ( )	<b>FAX No. - N° de FAX</b> (819)956-5706
<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> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<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</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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21C11-165001/C  
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Amd. No. - N° de la modif.  
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Buyer ID - Id de l'acheteur  
PQ968  
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:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 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, 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 Services Canada (CSC) - CORCAN, has a requirement to supply a series of fixed and height adjustable table/desk leg components, and sub-components 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 or as a combination of items to the following CORCAN locations:

*Springhill Institution - Springhill, NS;*  
*Community Industries - Moncton, NB;*  
*Cowansville Institution - Cowansville, QC;*  
*Warkworth Institution - Warkworth, ON;*

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*Bath Institution - Bath, ON;  
Stony Mountain Institution - Stony Mountain, MB;  
Saskatchewan Penitentiary - Prince Albert, SK;  
Bowden Institution - Bowden, AB;  
Mission Institution - Mission, BC.*

**Initial Period of Requirement:**

Date of award to August 31, 2022

**Optional Extension Periods:**

Period 1 - September 1, 2022 to August 31, 2023.

Period 2 - September 1, 2023 to August 31, 2024.

Period 3 - September 1, 2024 to August 31, 2025.

Period 4 - September 1, 2025 to August 31, 2026.

Period 5 - September 1, 2026 to August 31, 2027.

**1.2.1** This procurement is set aside from the international trade agreements under the provision each has for measures with respect to prison labour.

**1.3 Security Requirements**

1. No security screening required, no access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the facility/site as and where required by CSC personnel or those authorized by CSC to do so on its behalf.

2. Contractor shall submit an "Institutional Access CPIC Clearance Request" (available after Standing Offer issue) form for each of its employees who will have to access the facility/site, such as delivery personnel. The form must be submitted to CSC Corcan Industries at least 72 hours prior to the delivery/visit of the site for clearance. CSC reserves the right to deny access to any facility/site part thereof of any Contractor personnel, at any time.

**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) (<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](#) (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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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

### **2.1.1 SACC Manual Clauses**

M1004T (2016-01-28), Condition of Material – Offer

### **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 seven (7) 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: 2 soft copies on CD/DVD

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

Section III: Certifications: 1 hard copy

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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**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

**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 Technical Criteria (MTC)
<b>MTC1</b>	<p><u>MTC 1.1</u> The Offeror must be a manufacturer.</p> <p><u>MTC 1.2</u> The Offeror must provide the name and address of their manufacturing plant(s).</p> <p><u>MTC 1.3</u> To demonstrate compliance with MTC 1.1 and MTC 1.2, the Offeror must provide a letter on company letterhead detailing, as a minimum, the following information: - Name of each of its manufacturing plant(s); - Address of each of its manufacturing plant(s).</p>
<b>MTC2</b>	<p><u>MTC 2.1</u> The Offeror must offer the following types of desk/table leg products as per Annex A, articles 4.1 and 4.1.1:  - Fixed height; - Pin height adjustable; - Electrical height adjustable; and, - Either: counter balance, torsion or gas assisted or crank height adjustable.</p> <p><u>MTC 2.2</u> To demonstrate compliance with MTC 2.1, the Offeror must provide a product brochure per leg type as described at MTC 2.1. Each product brochure must include, as a minimum, an illustration/description of that type of leg.</p>

#### 4.1.2 Financial Evaluation

Item	Mandatory Financial Criteria (MFC)
<b>MFC1</b>	<u>MFC 1.1</u>

<p>The Offeror must complete and submit their financial offer in accordance with Annex B – Basis of Payment.</p> <p><u>MFC 1.2</u> To demonstrate compliance with MFC 1.1, the Offeror must complete and submit the Excel document at Annex B – Basis of Payment, article 2.0, by:</p> <p>a) Completing each of the following pricing tables: -TABLE 1-1; -TABLE 1-2; -TABLE 1-3; -TABLE 1-4; -TABLE 1-5; -TABLE 2.</p> <p>b) Providing all information at the DDP Unit Price columns for each TABLE;</p> <p>c) Providing all information at the FCA Unit Price column for each TABLE;</p> <p>For evaluation purposes weighting is applied by a percentage estimation of the total amount of deliveries per location.</p>
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#### 4.1.2.1 Evaluation of Price

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid (DDP) Incoterms 2000, Canadian customs duties and excise taxes included.

#### 4.2 Basis of Selection

##### 4.2.1 M0031T (2007-05-25) Basis of Selection

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 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 the Offer

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

### 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, and meet the testing requirements detailed at Annex "A" - Requirement.

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

\_\_\_\_\_  
Date

### 5.1.2 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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) (<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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) 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.

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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 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**

1. No security screening required, no access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the facility/site as and where required by CSC personnel or those authorized by CSC to do so on its behalf.
2. Contractor shall submit an "Institutional Access CPIC Clearance Request" (available after Standing Offer issue) form for each of its employees who will have to access the facility/site, such as delivery personnel. The form must be submitted to CSC Corcan Industries at least 72 hours prior to the delivery/visit of the site for clearance. CSC reserves the right to deny access to any facility/site part there of any Contractor personnel, at any time.

## **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**

1. No security screening required, no access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the facility/site as and where required by CSC personnel or those authorized by CSC to do so on its behalf.
2. Contractor shall submit an "Institutional Access CPIC Clearance Request" (available after Standing Offer issue) form for each of its employees who will have to access the facility/site, such as delivery personnel. The form must be submitted to CSC Corcan Industries at least 72 hours prior to the delivery/visit of the site for clearance. CSC reserves the right to deny access to any facility/site part there of any Contractor personnel, at any time.

#### **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](#)

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(<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 (2017-06-21) 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.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "F". 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 August 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 September 1, 2022 to August 31, 2027 under the same conditions. For the additional option years, the prices for the applicable Price Revision Period(s) will be calculated in accordance with the Establishing Firm Unit Prices at Annex B of 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 or as a combination of items to the following CORCAN locations:

Solicitation No. - N° de l'invitation  
21C11-165001/C  
Client Ref. No. - N° de réf. du client  
21C11-165001

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

Buyer ID - Id de l'acheteur  
PQ968  
CCC No./N° CCC - FMS No./N° VME

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*Springhill Institution - Springhill, NS;*  
*Community Industries - Moncton, NB;*  
*Cowansville Institution - Cowansville, QC;*  
*Warkworth Institution - Warkworth, ON;*  
*Bath Institution - Bath, ON;*  
*Stony Mountain Institution - Stony Mountain, MB;*  
*Saskatchewan Penitentiary - Prince Albert, SK;*  
*Bowden Institution - Bowden, AB;*  
*Mission Institution - Mission, BC.*

FCA Free Carrier pricing for all other locations in Canada.

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Evonne Dale  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Furniture & Office Supplies Directorate  
Portage III, 11 Laurier Street, Gatineau, Quebec K1A 0S5

Telephone: 613-853-6646  
E-mail address: [evonne.dale@tpsgc-pwgsc.gc.ca](mailto:evonne.dale@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 at 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.

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File No. - N° du dossier

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CCC No./N° CCC - FMS No./N° VME

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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 Services 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 CAD (Applicable Taxes included).

All call-ups against the Standing Offer exceeding \$400,000.00 CAD (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](#) (2017-06-21), 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 \_\_\_\_\_ (*insert date of offer*).

## 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 Offeror warrants that the Product Conformance Certification submitted by the Offeror is accurate and complete, and that the products provided under this Contract are in accordance with

Annex A - Requirement. The Offeror must keep proper records and documentation relating to the product conformance and the Testing Requirements in Annex A. The Offeror 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 Offeror 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 Offeror 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 Offeror 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 \_\_\_\_\_ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

### 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.

**Section 16 Interest on Overdue Accounts**, of general conditions 2010A will not apply to payments made by credit cards

All other provisions of the warranty section remain in effect.

## **7.2.2 SACC Manual Clauses**

### **7.2.2.1 C0604C (2010-01-11) Price Adjustment - Metals**

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.

### **7.2.2.2 G1005C (2016-01-28) Insurance – No Specific Requirement**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

### **7.2.2.3 B7500C (2006-06-16) Excess Goods**

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

## **7.3 Term of Contract**

### **7.3.1 Period of the Contract**

The period of the Contract is from contract award to August 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 firm unit prices, as specified in Annex B. 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 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$(will be identified at time of issuance of the Standing Offer (applicable taxes included)) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

### 7.4.3 Method of Payment

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

### 7.4.4 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 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.
2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 7.6 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.

## 7.7 Shipping Instructions

For all call-ups shipped to a location identified at Annex B of this contract, the goods must be consigned to the destination and delivered:

- a. Delivered Duty Paid (DDP) Incoterms 2000 for shipments from a commercial contractor.

For all call-ups shipped to a location not identified at Annex B of this contract, the goods must be consigned to the destination and delivered:

- a. FCA Free Carrier (Correctional Services Facility identified in call-up) Incoterms 2000 for shipments from a commercial contractor.

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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 32 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. All shops are ISO-certified.

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

#### 2. Scope

To supply a series of freestanding fixed and height adjustable table legs which are finished, unfinished (ready to be painted), or in components (unassembled and ready to be painted), to various production sites across the country for use with CORCAN manufactured work surfaces.

CORCAN will produce the work surfaces and sell the finished product under CORCAN brand.

#### 3. Terminology

- 3.1 Series: Is comprised of a selection of various types of freestanding table legs which are of like construction and available in the same finishes. The series of legs are intended to be used together in the same space or in adjacent spaces.
- 3.2 Acceptable Test Facility: An acceptable test facility is defined as a laboratory that is accredited by a nationally recognized body such as the Standards Council of Canada or the A2LA (American Association for Laboratory Accreditation), or is listed in the Canadian General Standards Board (CGSB) Laboratory Acceptance Program for the applicable scope of testing requested.
- 3.3 Site Authority: are the CORCAN Operations Manager or Business Manager for the CORCAN manufacturing facilities and the delivery locations.

#### 4. Product Requirements

- 4.1 The series of freestanding desk/table legs and components offered must include: fixed height, 1 inch increment pin height adjustable, and electrical height adjustable.
  - 4.1.1 In addition to article 4.1, either counter balance, torsion or gas assisted or crank height adjustable desk/tables leg components must also be offered.
- 4.2 All freestanding desk/table leg 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.

- 
- 4.3 Except for the pin height adjustable desk/tables leg, the height adjustment must be continuous and must be crank, counter balance, torsion or gas assisted or electrical.
- 4.4 Freestanding fixed height desk/tables leg components must be at 29" +/- 1".
- 4.5 Freestanding desk/tables leg components must accommodate a minimum work surface depth of 610mm (24") and a width ranging from 762mm (30") to 1524mm (60").
- 4.6 Except for the pin height adjustability, height adjustability must accommodate sit/stand range (The primary surface must be capable of a height adjustment of 710mm to 1040mm (27 to 41 in.).
- 4.7 If offered, counter balance, torsion assisted height adjustable legs must have a mechanism to adjust the assistance according to the load on the work surface.
- 4.8 Electrical controls for electrical freestanding height adjustable desk/table leg components must be certified to be compliant with CSA C22.2 No 203.
- 4.9 The following complimentary accessories should be available as a minimum:
- Privacy Screens
  - Modesty Panels
  - Wire management
  - Casters

## 5. Delivery time turnaround

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

## 6. Testing Requirements

- 6.1 All freestanding desk/table legs must meet the functional test and proof test acceptance levels as described in ANSI/BIFMA X5.5 Leg Strength Test.
- 6.2 All tests must be completed by an Acceptable Test Facility.
- 6.3 Product Changes: When physical changes are made to products already tested against the above referenced test Standards, the changed product(s) must be tested within nine months from the date of the product change. The applicable tests and the applicable test Standards will be those deemed by an Acceptable Test Facility.
- 6.4 Revised Test Standard(s): Reference is made to the testing Standards listed within this annex and to the requirement that all products offered having successfully passed the referenced testing Standards. If the referenced test Standards change, the products must successfully pass the revised test Standard(s). Only the tests that have been revised must be performed, and, this testing must occur within nine months from the date of the revised test Standard(s).

**ANNEX "B"**

**BASIS OF PAYMENT**

In consideration of the Work satisfactorily performed in accordance with the Standing Offer, and in accordance with the resulting call-ups, the Offeror will be paid in accordance with the following Basis of Payment. Custom Duties are included, and Goods and Services Tax or Harmonized Sales Tax and Delivery is extra, if applicable.

**1.0 Establishing Firm Unit Prices**

- 1.1 If the Standing Offer period is extended, prices will be established using the Industrial Product Price Index (IPPI), published by Statistics Canada, for furniture and fixtures for the month of May in the respective years.
- 1.2 The firm unit prices for Price Revision Period 1 (PRP1) will be calculated using the firm unit prices from the initial standing offer period. All subsequent PRPs will be calculated using the firm unit prices in effect for the standing offer period immediately prior to the PRP. The firm unit prices for each PRP will be increased or decreased or remain unchanged as a result of the calculation. The adjusted firm unit prices will take in effect on the first day of the first extension period (PRP1) and will be revised every two years (All other PRPs). The adjusted firm unit prices for the PRPs will be firm.
- 1.3 The adjusted price will be determined and applied as follows for each PRP:
  - I) Monthly Average calculated during the month of May from the current year (A)
  - II) Monthly Average calculated during the month of May from one year prior to the current year (B)
  - III) Monthly Average calculated during the month of May from two years prior to the current year (C)
  - IV) D1 (escalation factor 1) = "B" / "C"
  - D2 (escalation factor 2) = "A" / "B"
  - V) Adjusted firm unit price = (Firm price\* x D1) x D2
- 1.4 The percentage change is limited to a maximum of +5% or -3%.
- 1.5 Each PRP firm unit price will be multiplied by the percentage change, subject to the maximum percentage change.

Calculation example for 1 item:

- i) The monthly average of the IPPI for 2015 = 104.0(A)
- ii) The monthly average of IPPI for 2014 = 102.9 (B)
- iii) The monthly average of the IPPI for 2013 = 101.7 (C)
- iv) Escalation factor from 2014 to 2013: 102.9 / 101.7 = 1.012 (D1)
- v) Escalation factor from 2015 to 2014: 104.0 / 102.9 = 1.011 (D2)
- vi) Adjusted firm unit price: (firm unit price x D1) x D2

Item	Firm unit price	Price Revision Period 1
Nesting Chair: Ready for upholstery seat and back with armrest, painted frame with epoxy powder coat paint, dual wheel (minimum 2" diameter) for hard floor casters	200.00\$	(200 x 1.012) x 1.011 = <b>204.63</b>

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## **2.0 Basis of Payment**

(See attached Excel document)

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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)

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**ANNEX "E"**

**DELIVERABLES**

1. The Offeror must provide all work surface drilling pattern drawings to the Technical Authority within ten (10) business days of contract award.
2. The Offeror must provide a price list for each part of the freestanding fixed and height adjustable desk/tables legs to the Technical Authority within ten (10) business days of contract award. This is for the purpose of CORCAN purchasing replacement parts.

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**ANNEX "F"**

**STANDING OFFER USAGE REPORT**

**Return to:**

Standing Offer Authority

**Quarterly Usage Report Schedule:**

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.

**REPORT ON THE VOLUME OF BUSINESS WITH CORCAN**

**SUPPLIER:**

**STANDING OFFER NO:**

**DEPARTMENT OR AGENCY:**

**Reporting Period:**

<b>Item No.</b>	<b>Call-Up Description</b>	<b>Value of the Call-Up</b>	<b>GST/HST</b>
(A) Total Dollar Value of Call-ups for this reporting period:			
(B) Accumulated Call-Up totals to date:			
(A+B) Total Accumulated Call-Ups:			

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

PREPARED BY:

NAME: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_