



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

Public Works and Government Services / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3  
Bid Fax: (613) 545-8067

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Outside Sales	
<b>Solicitation No. - N° de l'invitation</b> 21C11-188779/A	<b>Date</b> 2018-05-04
<b>Client Reference No. - N° de référence du client</b> 21C11-18-8779	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-650-7497	
<b>File No. - N° de dossier</b> KIN-7-48196 (650)	<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 2018-05-28</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Rombough, Lori	<b>Buyer Id - Id de l'acheteur</b> kin650
<b>Telephone No. - N° de téléphone</b> (613) 545-8061 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> South Western Ontario territory	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services / Travaux publics et  
services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

1. At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, Bidders should refer to the [Contract Security Program of Public Works and Government Services Canada](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **1.2 Statement of Work**

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

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

### **1.5 Canadian Content**

The requirement is limited to Canadian goods and/or services.

## **PART 2 - BIDDER INSTRUCTIONS**

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

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

## 2.2 Submission of Bids

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

## 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

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

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

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

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### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.5 Applicable Laws**

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

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Due to the nature of the bid solicitation, bids transmitted by epost Connect service will not be accepted.

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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, Bidders 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 Bid**

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

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

##### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “1” to Part 3, Electronic Payment Instruments, to identify which ones are accepted.

If Annex “1” to Part 3, 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**

Bidders must submit the certifications and additional information required under Part 5.

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

#### **4.1 Evaluation Procedures**

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Experience must be demonstrated through a history of past projects, either completed or on-going.

Details to be included for references who can verify the Work:

- I. Where the stated experience was acquired as an employee, the reference must be an immediate supervisor.
- II. Where the stated employment experience was acquired as a Contractor, the reference must be the Public Servant who was identified as the Authority of the project.
- III. The Bidder must provide the following minimum information for each reference:
  - a. Name;
  - b. Organization;
  - c. Current Phone Number; and
  - d. Email address (if available)

**M1** The Bidder must propose 2 sales representatives.

**M2** The Bidder must provide resumes for each proposed sales representative.

**M3.** The Bidder's proposed sales representatives must have a minimum of 5 years' experience (within 8 years from the RFP's closing date) selling to the Federal Government of Canada. Sales must include a good OR service OR both that required direct contact with the customer at the pre-sale or sale or post-sale stage(s).

At a minimum, the Bidder must provide the following details for each proposed sales representative:

1. The name of the customer;
2. The type(s) of goods or services sold including items that required on site installation of the goods.
3. The start and end dates of the work experience. The end date is defined as completed installation, including resolution of any issues identified at time of installation) or issues identified following installation;
4. Details about the work performed outlining that during the minimum required work experience timeframe the resource was involved in continual activities of this nature (as opposed to sporadic work during the timeframe portions of the time period) ;Details of the reference who can verify the work.
5. included items that required on site installation of the goods (not solely delivery or shipping).

**M4** The Bidder must have completed a minimum of 2 Major Sales Projects\* The Bidder must include, as a minimum, the following information for each project:

1. The name of the customer
2. The total dollar value of each sale;
3. The start and end\*\* dates of the projects;
4. The type(s) of goods OR services OR both that were sold;
5. Details about the work performed by the proposed personnel on the projects;
6. Details of the reference who can verify the Work.
7. Initial contact with client
8. Identification of client needs
9. Preparation of a formal quote

10. Communication or negotiation with client
11. Delivery of the good(s) and service(s) OR good(s) OR service(s)
12. Follow up(s) with client

Overlap is acceptable when referencing more than one project. In order for the projects to count, they must have been completed within 8 years from the RFP's closing date. The Bidder must demonstrate compliance in written format which does not exceed 1 page per project cited.

*\*A Major Sales Project is defined as the following: A minimum dollar value of \$500,000.00 (taxes not included) and a minimum of 2 types of goods and services OR 2 types of goods OR 2 types of services.*

*\*\*The end date is defined as the date after completion of the project, including installation and resolution of any issues identified at time of installation or identified following installation.*

#### **4.1.1.2 Point Rated Technical Criteria**

Each proposed sales representative will be evaluated separately. Partial points will not be awarded.

#### **PR1 Years Experience - Maximum 20 Points Available**

The Bidder's proposed sales representatives have experience in excess of 5 years of sales experience (within 8 years from the RFP's closing date).

More than 5 years to 7 years – 10 points

More than 7 years – 20 points

Bidders should provide the following details as to how the stated experience was obtained:

1. The name of the customer
2. The start and end dates of the work experience;
3. Details about the work performed outlining that during the minimum required work experience timeframe the resource was involved in continual activities of this nature (as opposed to portions of the time period);
4. Details of the reference who can verify the Work.

#### **PR2 Completion of more than 2 Major Sales Projects - Maximum 20 Points Available**

The Bidder's firm has completed more than 2 Major Sales Projects

*\*A Major Sales Project is defined as the following: A minimum dollar value of \$500,000.00 (taxes not included) and a minimum of 2 types of goods and services OR 2 types of goods OR 2 types of services.*

Bidders should include, as a minimum, for each project submitted:

1. The name of the Department or client organization
2. The total dollar value of the sale(s);
3. The start and end dates of the projects;
4. The type(s) of good and service OR good OR service that were sold;
5. A contact person of reference that can verify the Work.

In order for the projects to be evaluated, they must have been completed within 8 years from the RFP's closing date.

Overlap is acceptable when referencing more than one project.

An additional 1 to 2 projects = 5 points

An additional 3 to 4 projects = 10 points  
An additional 5 to 6 projects = 15 points  
An additional 7 or more projects = 20 points

**PR3 Bidder's Proposed Sales Reps: Professional Training Courses for Sales & Marketing – Maximum 10 Points Available**

Each Sales Rep will be evaluated individually and the total points will be divided by 2.

The Bidder should include, as a minimum, the following information per course, per Sales Rep:

1. The name of the training course(s)
2. The provider of the course(s)
3. The subject matter that was covered in the course(s)
4. Proof that the course(s) were taken i.e.: a certificate, receipt, etc.

1 course = 2 points  
2 courses = 4 points  
3 courses = 6 points  
4 courses = 8 points  
5 courses = 10 points

**PR4 Bidder's Marketing Plan - Maximum 12 Points Available**

The Bidder should provide a marketing plan that includes, as a minimum, the following elements:

How the Bidder will market CORCAN's products – 3 points

How the Bidder will sustain current customers – 3 points

How the Bidder will secure new customers – 3 points

Other elements – 3 points

**PR5 Type(s) of Goods or Services sold by the Bidder – Maximum 8 Points Available**

Bidders will be awarded points if they can demonstrate they have made the following types of sales to Federal Government Departments, within the past eight (8) years from the RFP's closing date:

A minimum of 10 separate furniture sales where the bidder also coordinated or provided oversight for installation, each for \$200K or more, (6 points) or

A minimum of 10 separate system furniture sales, where the bidder also coordinated or provided oversight for installation, each for \$200K or more (8 points)

To demonstrate the sales, Bidders should provide, as a minimum, the following information:

1. Name of Dept
2. Dollar value of each sale
3. Description of items sold
4. Date of each sale
5. Reference

**PR6. Bidder's Proposed Sales Reps: Average Annual Sales Volume - Maximum 10 Points Available**

Each Sales Rep will be evaluated individually and the total points will be divided by 2.

The Bidder's proposed sales reps will be evaluated on the annual average sales volume each have achieved within 8 years from the RFP's closing date.

Average annual sales volume:

\$100,001.00 to \$200,000.00 = 1 points  
 \$200,001.00 to \$500,000.00 = 3 points  
 \$500,001.00 to \$7,000,000.00 = 5 points  
 \$7,000,001.00 to \$999,999.00 = 7 points  
 \$1,000,000 and above = 10 points

**PR7. Bidder's Proposed Sales Reps: Additional Types of Experience - Maximum 20 Points Available**

Each Sales Rep will be evaluated individually and the total points will be divided by 2.

Bidders should demonstrate the following types of experience for each of the proposed Sales Reps by providing the following information:

1. The start and end dates of the projects;
2. The type(s) of good and service OR good OR service that were sold;
3. Details about the work performed by the Bidder on the projects;
4. A contact person of reference that can verify the Work.

Overlap is acceptable when referencing more than one project.

Experience in reading blueprints of buildings = 6 points  
 Experience in drawing layouts for modular furniture = 3 points  
 Experience in estimating costs for supply of furniture = 5 points  
 Experience installing system furniture = 6 points

**PR8 Bidder's Proposed Sales Reps: Presentations to Government departments - Maximum 10 Points Available**

Sales Presentations to groups of Government employees generate new sales from a client. This may be on a new product or to a new client. Presentations are considered as a formal in person presentation to a group of individuals who are the buyer or user of the product being presented. This does not include a meeting with an individual only or provision of information without presentation.

Bidders must provide the following details as to how the stated experience was obtained:

1. Name of the client or Department where presentation was made;
2. The month and year the presentation was made; and;
3. The type(s) of goods and/or services that were presented

The experience must have been acquired within 8 years from the RFP's closing date.

Less than ten sales presentations = 0 point  
 10-15 sales presentations = 3 points  
 16-20 sales presentations = 6 points  
 More than 20 sales presentations = 10 points

<b>BREAKDOWN OF POINTS</b>	<b>Maximum Available Points</b>
PR1 Years Experience	20
PR2 Completion of more than 2 Major Sales Projects	20
PR3 Bidder's Proposed Sales Reps: Professional Training Courses for Sales & Marketing	10
PR4 Bidder's Marketing Promotions	12
PR5 Type(s) of Goods/Services sold by the Bidder	8
PR6 Bidder's Proposed Sales Reps: Average Annual Sales Volume	10

<b>BREAKDOWN OF POINTS</b>	<b>Maximum Available Points</b>
PR7 Bidder's Proposed Sales Reps: Additional Experience	20
PR8 Bidder's Proposed Sales Reps: Presentations to Government Departments	10
Total Points	110
Minimum Overall Pass Mark - (60%) Total)	66

#### **4.1.2 Financial Evaluation**

##### **4.1.1.1 Mandatory Financial Criteria**

a) The Bidder must provide all pricing in the format requested as shown in Annex "B".

**4.1.1.2** Cost will be evaluated on the total requirement (Contract period and any applicable option period to extend), as stated in Annex "B". Each Contract Year Price will be calculated for each contract year, as follows:

**The % Commission Rate X the Estimated annual sales projection**

**4.1.1.3** The Contract Year Prices will be added together to arrive at an Evaluation Price.

#### **4.2 Basis of Selection – Minimum Point Rating**

1. To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

#### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

##### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **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.

### 5.1.2 Additional Certifications Required with the Bid

#### 5.1.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

5.1.2.1.1 *SACC Manual* clause [A3050T](#) (2014-11-27) Canadian Content Definition

### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](#) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder 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 - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

Canada will also have the right to terminate the Contract 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 Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## 5.2.3 Additional Certifications Precedent to Contract Award

### 5.2.3.1 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16)

### 5.2.3.2 Education and Experience

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

### 5.2.3.3 CERTIFICATIONS OF NON-COMPETITION

This certification is required to prevent the divulging of confidential information, proprietary to CORCAN's operation and shall be in effect for the entire period of the contract.

a) The **Bidder** certifies that should it be awarded the Contract, resulting from this solicitation, the Bidder **will not offer or provide** any proposed sales personnel to competing office furniture sales or manufacturing companies.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

b) **This Certification Form must be completed and signed by all Bidder's personnel who will be providing services under this contract.**

I \_\_\_\_\_ (please print name of proposed personnel), certify that **I will not offer or provide** services to competing office furniture sales or manufacturing companies for a minimum of one year after my last day of work relating to contract 21C11-188779/001/KIN. This certification is required to prevent the divulging of confidential information, proprietary to CORCAN's operation and shall be in effect for the entire period of the contract..

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor must, at all times during the performance of the Contract/ Standing Offer, hold a valid *Designated Organization Screening* (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to PROTECTED information, assets or *sensitive work site(s)* must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by the CISD/ PWGSC.

3. The Contractor **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts, which contain security requirements, are **NOT** to be awarded without the prior written permission of the CISD/ PWGSC.
5. The Contractor must comply with the provisions of the:
  - a) *Security Requirements Check List* and Security Guide (if applicable), attached at Annex C;
  - b) *Industrial Security Manual* (Latest Edition).

## 6.2 Statement of Work

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

### 6.2.1 Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex A-1, and provide it to the *Contracting or Technical Authority* before they are given access to information by or on behalf of Canada in connection with the Work.

## 6.3 Standard Clauses and Conditions

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

### 6.3.1 General Conditions

[2035](#) (2016-04-04), General Conditions Higher Complexity - Services apply to and form part of the Contract.

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The Work is to be performed during the period of 18 June 2018 to 31 March 2019.

### 6.4.2 Option to Extend the Contract

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

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

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Lori Rombough  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 86 Clarence Street  
Kingston, ON K7L 1X3  
Telephone: 613-545-8061  
Facsimile: 613-545-8067  
E-mail address: lori.rombough@pwgsc.gc.ca

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

### 6.5.2 Technical Authority

The Technical Authority for the Contract is: **To be filled in at Contract award**

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

### 6.5.3 Contractor's Representative: To be filled in at Contract award

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 6.7 Payment

### 6.7.1 Basis of Payment

### 6.7.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ **To be filled in at Contract award**

Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written

approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

1. when it is 75% committed, or
2. four months before the contract expiry date, or
3. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **6.7.3 Monthly Payment**

H1008C (2008-05-12) Monthly Payment

### **6.7.4 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using the following Electronic Payment Instrument:

- a. Direct Deposit (Domestic and International);

### **6.8 Invoicing Instructions**

1. The Contractor must submit monthly 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. Each invoice must be supported by:
  - a. a copy of the monthly sales report provided by CORCAN for the explicit purpose of invoicing, and any other documents as specified in the Contract;
  - b. a copy of the invoices, receipts, supporting documentation for travel expenses approved and included in the invoice;
3. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### **6.9 Certifications and Additional Information**

#### **6.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### **6.9.2 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.

### **6.10 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **To be filled in at Contract award**.

### **6.11 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions [2035](#) (2016-04-04), Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List; and
- (f) the Contractor's bid dated **To be filled in at Contract award**

### **6.12 SACC Manual Clauses**

SACC Manual clause A9068C (2010-01-11) Government Site Regulations

### **6.13 Insurance – Specific Requirements**

The Contractor must comply with the insurance requirements specified in 6.13.1 and 6.13.2. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

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

#### **6.13.1 Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice*

*234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

#### **6.13.2 Automobile Liability Insurance**

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

## ANNEX "A" - STATEMENT OF WORK

### 1. REQUIREMENT OVERVIEW

#### 1.1 Background:

CORCAN operates 103 shops in 36 institutions, and three community based shops, across Canada, providing offender employment and on the job training within four (4) business lines: textiles, manufacturing, construction, and services (such as printing and laundry). CORCAN shops operate in a businesslike manner given their institutional setting and training imperatives. Most shops are ISO-certified. CORCAN's Programs are intended to provide federally sentenced offenders with the opportunity to learn work skills, apprenticeships, etc.

Further information on the types of products produced can be found within the CSC website at:  
<http://www.csc-scc.gc.ca/corcan-catalogue/index-eng.shtml>

#### 1.2 Requirement

CORCAN Ontario Region has a requirement for a minimum of 2 Sales Representatives to provide outside sales and marketing services for CORCAN products such as furniture, modular workstation components, modular housing units, printing and laundry services. Services will be provided to customers in the South Western Ontario territory.

**South western Ontario Territory** is defined as:

The western boundary is the province of Ontario's border.

The southern boundary is the province of Ontario's border.

The eastern boundary is the western boundaries of the Counties of Northumberland, Peterborough, Haliburton and Nipissing.

The northern boundary is the northern boundary of the County of Parry Sound.

#### Changes to the Sales Territory

CORCAN designates and assigns all sales territories and reserves the right to make changes to the sales territory boundaries as deemed necessary by the Technical Authority to respond to business conditions.

#### 1.3 Customers

CORCAN's customers include Federal, Provincial, and Municipal Governments as well as universities, colleges, and non-profit organizations within the designated area of the Ontario Region. CORCAN's customers may include private sector accounts only as directed by the Technical Authority. CORCAN's top customers are: Department of National Defence (DND), Public Services and Procurement Canada (PSPC), Canada Revenue Agency (CRA), Employment and Social Development Canada (ESDC), Canada Border Services Agency (CBSA) and Correctional Service of Canada (CSC).

#### CSC Sales

Sales to CSC are typically deemed a House Account handled by CORCAN directly and the Contractor must refer any sales inquiries from within CSC to CORCAN. CORCAN may choose to have the CSC client managed by the Contractor in which case regular commission and sales credit apply.

#### House Accounts

A House Account is defined as accounts that will be serviced by CORCAN directly with no involvement of the Contractor and to which no commission or sales credit will be applied. CORCAN reserves the right to designate other House Accounts on a "case by case" basis.

## Primary Objectives of the Outside Sales Contractor

### 1.4 The Contractor must:

- Make sales calls to customers located within the Sales Territory to promote and sell CORCAN's products and installation services.
- Distribute promotional information to potential or existing CORCAN customers
- Broaden the customer base for CORCAN products and expand the territory coverage.
- Inform CORCAN of any new product or market related opportunities, which could enhance CORCAN's business.
- To be acquainted with CORCAN sites within the Ontario region in order to be familiar with their capabilities and to market a diverse product sales beyond the traditional goods.
- Consistently meet or exceed annual sales projections set by the Technical Authority.
- Consistently direct its efforts towards meeting or exceeding the annual sales projections and is expected to achieve at least 75% of Sales Projection.
- Provide customer service as required before and after the sale.
- Ensure the Sales Representatives possess a valid driver's license.

### 1.5 Deliverables of the Outside Sales Contract

The Contractor must provide the following deliverables:

- Provide completed Installation Checklist and legible sketch of modular furniture configuration to Inside Sales Support and Installation Services within 2 working days of meeting with customer.
- When layouts, drawings or specifications are provided by Inside Sales Support, obtain customer's approval and send it to Inside Sales Support.
- Provide the Technical Authority, when requested, an up to date market profile, customer list and customer profile.
- Provide the Technical Authority with sales forecasts, marketing plans and ongoing reports on a quarterly and yearly basis or as requested.
- Upon completion of a sale, provide contract documents signed by the Customer, with associated design drawings for the modular furniture or product sold.
- Refer any inquiries from the CSC as well as inquiries from any client related to Construction (including modular/ready to move items), Laundry services and Printing services, to the Technical authority for determination of appropriate follow up by the Contractor or CORCAN staff member.

### Inside Sales Support and Installation Services

- CORCAN in the Ontario Region has established staff members and Contractors for the provision of Inside Sales Support and Installation Services. The Contractor providing the Outside Sales

Services must interface with these Contractors or staff, as directed by the Technical Authority.

- Inside Sales Support, currently provided at the CORCAN Ontario Region Office located at 1484 Centennial Drive, Kingston, ON.. performs the following services:
- Design custom office furniture layouts based on information provided by the Outside Sales Contractor.
- Estimate the cost to supply the modular furniture based on the completed installation checklists and information provided by the Outside Sales Contractor.
- Enter the Outside Sales Contractor's orders into CORCAN's automated order system.
- Co-ordinate shipping and installations, taking into account the Client delivery requirements or restrictions, logistics for warehouse staging and phased shipments.
- Review and investigate customer service issues or complaints, input customer service reports as required, provide feedback to the customer and track any trends and provide written reports to the T.A. on an as required basis.
- Installation Services performs the following services:
  - Estimate the cost to install the modular furniture for large installations, based on the completed installation checklists and information provided by the Outside Sales Contractor.
  - Provide all equipment and labour to unload, and install the modular furniture;
  - React, as necessary, to unanticipated configuration and/or schedule changes during the installation.
  - Participate in the "walk through" inspection with the CORCAN representative (may be the outside sales contractor) and the customer, after the installation has been completed and make any necessary changes; deal promptly with deficiencies;
  - Provide warranty claim service for repair or replacement of defective parts.
  - Provide the signed customer acceptance forms to CORCAN.

### **CORCAN is not providing administrative support to the Contractor**

#### **Sales of CORCAN Products**

The Contractor must direct its efforts towards meeting or exceeding the annual sales projections and is expected to achieve at least 75% of each Sales Projection. The Sales Projections for the optional years specified in the table below are approximate and will be adjusted annually to reflect business or market conditions.

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

The sales tend to be constrained by production capacity rather than the available market. The

Contractor should maintain a diversified customer base in order to both maximize existing production capacity and to meet contractual sales objectives. Historically sales have exceeded the projections, therefore the below projections are the minimum that should be achieved unless the Technical Authority as approved a reduction for factors outside the control of the contractor.

### SALES PROJECTION TABLE

FISCAL YEAR	Target
01 July 2018 to 31 March 2019	\$4,000,000.00
01 April 2019 to 31 March 2020	\$5,750,000.00
01 April 2020 to 31 March 2021	\$6,000,000.00
01 April 2021 to 31 March 2022	\$6,250,000.00
01 April 2023 to 31 March 2024	\$6,500,000.00

### Sales Forecasting and Reporting

The Contractor will provide the Technical Authority with an annual territory sales plan which must include: a comprehensive sales forecast by market segment, account, and product line, which will meet or exceed the projections set by the Technical Authority each year. The annual plan should be submitted no later than sixty (60) days after the award date of the contract and every January thereafter, or as required to meet CORCAN's business planning cycle.

The Contractor will also submit quarterly sales reports to the Technical Authority updating the forecasts and including a summary analysis of market conditions (i.e. competitive activity, key account activity, product/market intelligence, customer issues such as quality, service, and pricing). The quarterly reports will be submitted in a format prescribed by the Technical Authority no later than fifteen (15) days following the end of the previous quarter.

### Marketing Service

The Contractor must prepare and implement an annual Sales Marketing Activity Plan including marketing strategies and scheduled activities to maintain, expand and develop sales in the prescribed territory. The plan must focus on CORCAN's well established customers and CORCAN's prioritized groups. The Annual Marketing Plan is to be submitted no later than 30 days following the award of the contract and every March 1st, thereafter. The Contractor must submit a quarterly progress review of the annual plan no later than 15 days following the previous quarter. The Contractor must also provide a Marketing Activity Report on a quarterly and as and when required basis.

The Contractor must distribute the sales literature provided by CORCAN to existing and potential customers within the territory. The distribution costs to individual customers must be paid by the Contractor. CORCAN will pay for and distribute the bulk mail outs as it deems appropriate.

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

### Customer Service

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

## **DELAYS IN PROVISION OF DELIVERABLES**

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

It is understood that the Contractor may not be able to meet the objectives set by the Technical Authority due to extenuating circumstances that may occur in CSC's Institutions or delays imposed by the customer that are beyond the control of the Contractor, (i.e. lock-down, riot, fire or any other emergency situation that necessitates the enforcement of security measures, site readiness.)

### **Regional and National Meetings**

The Contractor will meet with the Technical Authority at CORCAN Ontario Region, 1484 Centennial Drive, Kingston, Ontario on an as and when requested basis to provide briefings on the status of sales within the Territory. Should circumstances necessitate a change in the location of the scheduled meeting(s), such change in location will be specified at the time a meeting is scheduled.

The Contractor will be required to maintain close communication links with various regional and national levels of the CORCAN organization. This will include attending Regional and National CORCAN meetings. The Contractor will not be paid for the time required to travel to and attend the meeting. The Contractor will be reimbursed for travelling expenses for the meetings in accordance with Annex "B", #1.3.

### **Transition at Contract Commencement and Expiry**

It is anticipated that the Contract will overlap with contract 21K01-12MH01/001/KIN by a maximum of two weeks to provide a transition period of formal and on-the-job training to the Contractor's Sales Representatives.

The Contractor's Sales Representatives must be available for training during the transition period.

Similarly, the final two weeks of this Contract will be a repeat of this process in which the current Contractor will provide training to the new Contractor's personnel, if applicable.

The Contractor may be required to collaborate with other Contractors. Such activities may involve giving or receiving advice to or from another Contractor in the form of briefings, lectures, or any other kinds of collaboration required to accomplish the Work. The Contractor must perform such tasks in a diligent and timely manner upon the request of Canada.

During the transition period, commissions on any new orders received from customers where the order is a result of meetings with the outgoing Contractor, the commission must be paid to the outgoing Contractor.

### **EXCLUSIVITY**

The Contractor will promote and sell CORCAN goods and services exclusively. The Contractor must not sell or be connected with competing products or services or like products or services that conflict with CORCAN's market through any division or subsidiary of the Contractor's corporation.

**Annex A-1 - Non-Disclosure Agreement**

I, \_\_\_\_\_, recognize that in the course of my work as an employee or

subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. **21C11-188779/001/KIN** between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: 21C11-188779/001/KIN.

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

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

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## ANNEX "B" – BASIS OF PAYMENT

### Pricing Periods:

Year #1 = 01 July 2018 to 31 March 2019  
Year #2 = 01 April 2019 to 31 March 2020 (Option period 1)  
Year #3 = 01 April 2020 to 31 March 2021 (Option period 2)  
Year #4 = 01 April 2021 to 31 March 2022 (Option period 3)  
Year #5 = 01 April 2022 to 31 March 2023 (Option period 4)

### Commission Rate

An all-inclusive commission rate. The commission rate does not include HST which must be shown as a separate item on all invoices.

Pricing Period	Estimated Annual Sales Projection	% Commission Rate
Year #1	\$5,500,000.00	%
Year #2	\$5,750,000.00	%
Year #3	\$6,000,000.00	%
Year #4	\$6,250,000.00	%
Year #5	\$6,500,000.00	%

### Commission on Contractor's Invoiced Sales

The Contractor will be paid a commission rate based on its annual cumulative invoiced net furniture sales value as calculated by CORCAN.

The net furniture sales invoiced value does not include design fees, storage, installation, applicable taxes, shipping fees or any other fee that is not attributable to the outside sales personnel. The price of all CORCAN products may include a percentage fee for shipping (unless otherwise stated), which will be deducted from the invoice price to calculate the net invoiced value.

Any orders attributable to the Contractor which are invoiced within 3 months after the contract expiry will result in a reduced commission. The reduced commission will be 50% of the net invoiced value of the sale.

The commission shall be paid on the cumulative net invoiced value for each year of the Contract. This amount would be reset to zero at the beginning of each Fiscal year on April 1st.

### Travel and Living Expenses

When the Contractor's personnel are authorized by the Technical Authority to travel to CORCAN conferences and regional meetings outside the Zone in which they are providing services, the Contractor will be paid the authorized travel and living expenses. These expenses must be reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle expenses provided in Appendices B, C and D of

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the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

Estimated cost: \$10,000.00

**ANNEX "C" - SECURITY REQUIREMENTS CHECKLIST**

NHQ2637  
 Contract Number / Numéro du contrat  
**21C11-18-269 8779**  
 Security Classification / Classification de sécurité  
*Unclassified*

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

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Originating Government Department or Organization /  
 Ministère ou organisme gouvernemental d'origine  
 Correctional Service of Canada

2. Branch or Directorate / Direction générale ou Direction  
 CORCAN

3. a) Subcontract Number / Numéro du contrat de sous-traitance

3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

4. Brief Description of Work / Brève description du travail  
 The contractor shall provide outside sales and marketing services to CORCAN Industries products from all business lines including Manufacturing, Textiles, Services and Construction Services. The contractor will provide a minimum of two (2) outside sales representatives dedicated to the zone of the Ontario Region for which they provide these services.

5. a) Will the supplier require access to Controlled Goods?  
 Le fournisseur aura-t-il accès à des marchandises contrôlées?  No  Yes  
 Non Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?  
 Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?  No  Yes  
 Non Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?  
 Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?  
 (Specify the level of access using the chart in Question 7. c)  
 (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)  No  Yes  
 Non Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.  
 Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.  No  Yes  
 Non Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage?  
 S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?  No  Yes  
 Non Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
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7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:

7. c) Level of Information / Niveau d'information

PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

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Security Classification / Classification de sécurité  
**UNCLASSIFIED**

Canada

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**PART A (continued) / PARTIE A (suite)**

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

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

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

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

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	Special comments: Commentaires spéciaux: _____		

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

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

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**  
 INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

**PRODUCTION**

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

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

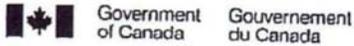
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements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

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

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**Canada**



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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
N/A KW																
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

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

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## **ANNEX "1" to PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts the following Electronic Payment Instrument:

( ) Direct Deposit (Domestic and International);

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**ANNEX "1" to PART 5 OF THE BID SOLICITATION - FEDERAL CONTRACTORS PROGRAM FOR  
EMPLOYMENT EQUITY - CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting 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 a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive 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 bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, 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 Bidder is not a Joint Venture.

**OR**

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