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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offer (RFSO) is divided into six 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 6A, Standing Offer, and 6B, Resulting Contract Clauses:
- 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 6B, 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 Statement of Work, the Basis of Payment and any other annexes.

2. Summary

- (i) The Correctional Service of Canada (CORCAN) has a requirement to provide mechanical testing laboratory services on product lines for various locations across Canada, on an as and when requested basis. The mechanical testing is for CORCAN product lines such eSpace and ECO system workstations, MetaFlex and QR FlexStation freestanding workstations, Breeze and Pearle office chairs which require testing against Canadian General Standards Board (CGSB) and American National Standards Institute (ANSI) / Business and Institutional Furniture Manufacturers Association (BIFMA) standards.

The independent laboratory must be recognized or accredited by:

- 1) For Foreign labs: must be recognized by the Canadian General Standards Board (CGSB)
- 2) For Canadian labs: must be accredited by the Standards Council of Canada.

- The identified User authorized to make call-ups against a Standing Offer is: Correctional Service of Canada – CORCAN, various locations across Canada.
- The period for making call-ups against the Standing Offer is from July 1, 2019 to June 30, 2020, with an additional four (4) one (1) year option periods.



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

3. Revision of Departmental Name

As this request for Standing Offer is issued by Correctional Service of Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, shall be interpreted as a reference to CSC or its Minister.

4. Debriefings

Offerors may request a debriefing on the results of the request for Standing Offer 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 Offer process. The debriefing may be in writing, by telephone or in person.

5. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offer (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 (2018-05-22) Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: sixty (60) days
Insert: ninety (90) days

2. Submission of Offers

Offers must be submitted only to Correctional Service of Canada (CSC) by the date, time and place indicated on page 1 of the Request for Standing Offer.

Due to the nature of the Request for Standing Offer, transmission of offers by facsimile or e-mail to CSC will not be accepted.

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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? **YES () NO ()**

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

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

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

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror 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.

4. Enquiries - Request for Standing Offer

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offer (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.

5. 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

1. Offer Preparation Instructions

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

Section I: Technical Offer: **one three (3) hard copies**

Section II: Financial Offer: **one (1) hard copy**

Section III: Certifications: **one (1) hard copy**

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

Offerors are requested to submit their Financial Offer in an envelope separate from their technical 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 Offer.

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 fiber 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 must 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 Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the Standing Offer.

The following credit card(s) are accepted:
Master Card _____



- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the Standing Offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

Offers will be evaluated to determine if they meet all mandatory requirements outlined in **Annex C – Evaluation Criteria**.

- 1. The bidder, must be an independent laboratory that is recognized or accredited by:

For Canadian labs – Proof of accreditation by the Standards Council of Canada.

For Foreign labs – Proof of Canadian General Standards Board (CGSB) recognition.

- 2. The bidder must possess the following accreditations:

- a) ANSI/BIFMA X5.1
- b) ANSI/BIFMA X5.3
- c) ANSI/BIFMA X5.4
- d) ANSI/BIFMA X5.5
- e) ANSI/BIFMA X5.6 except section 4
- f) ANSI/BIFMA X5.9 (which includes ANSI/BIFMA X5.2)
- g) CAN/CGSB-44.227 except par 6.7
- h) CAN/CGSB-44.229 except par 6.1.4, 6.1.6, 6.1.9 to 6.1.11 and 6.9
- i) CAN/CGSB-44.232 except par 4.3 and 4.14

Proof must be submitted with offer.

Offers not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

1.2 Financial Evaluation

Prices will be evaluated as follows:

In Appendix B1 – Basis of Payment (attached separately), all line items in each of the seven (7) spreadsheets (ANSI/BIFMA X5.1-2017; ANSI/BIFMA X5.3-2007; ANSI/BIFMA X5.4-2012; ANSI/BIFMA X5.5-2014; ANSI/BIFMA X5.6-2016; ANSI/BIFMA X5.9-2012 and Finishes Tests for surfaces CAN-CGSB 227 and 229 will be added together to arrive at a Total per spreadsheet. All seven (7) spreadsheet totals will be added together to arrive at an Evaluated Price.

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price - Bid

Offers containing a financial offer other than the one requested at **Article 3. Section II: Financial Offer** of **PART 3 – OFFER PREPARATION INSTRUCTIONS** will be declared non-compliant.

2. Basis of Selection



2.1 Basis of Selection – Mandatory Technical Criteria Only

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

In the case of a tie, the bid stamped first by the date and time meeting all the requirements with the lowest evaluated price will be declared the successful bidder for contract award.



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.

1. 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.

1.1 Integrity Provisions – Declaration of Convicted Offenses

- A) Subject to subsection B, by submitting an offer in response to this request for standing offer (RFSO), the Offeror certifies that:
- i. it has read and understands the Ineligibility and Suspension Policy;
 - ii. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - iii. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;
 - iv. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offenses in the Policy;
 - v. none of the domestic criminal offenses, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and proposed first tier subcontractors; and
 - vi. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- B) Where an Offeror is unable to provide any of the certifications required by subsection A, it must submit with its offer the completed Integrity Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>). Offerors must submit this form to Correctional Service of Canada with their offer.

1.2 Integrity Provisions – Required documentation

List of names: all Offerors, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:



- i. Offerors that are corporate entities, including those submitting an offer as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. Offerors submitting an offer as sole proprietors, including sole proprietors submitting an offer as joint ventures, must provide a complete list of the names of all owners; or
- iii. Offerors that are a partnership do not need to provide a list of names.

List of Names:

_____	_____
_____	_____
_____	_____
_____	_____

OR

- The Offeror is a partnership

During the evaluation of offers, the Offeror must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the offer.

1.3 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 \(ESDC\) - Labour's](#) website (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.

1.4 Certification:

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.



PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

2. Security Requirement

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

3. Standard Clauses and Conditions

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

As this Standing Offer is issued by Correctional Service of Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document must be interpreted as a reference to CSC or its Minister.

3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from **July 1, 2019 to June 30, 2020**.

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 **four (4) additional one (1) year periods** under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority sixty (60) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Claudette Chabot
Title: A/Senior Procurement Officer
Correctional Service of Canada
Branch or Directorate: NHQ Contracting and Materiel Services
Telephone: 306-659-9255



E-mail address: Claudette.Chabot@csc-scc.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.

5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

5.3 Offeror's Representative

(Fill in at standing offer award).

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.

7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Correctional Service of Canada, CORCAN, various locations across Canada.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the Call-up Against a Standing Offer form or an electronic version.

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$30,000.00** (Applicable Taxes included).

10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (insert the Standing Offer limit) (Applicable Taxes excluded) 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 _____ (insert number of months) 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.

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 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 2010C (2018-06-21), Services (medium complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Appendix B1, Basis of Payment;
- h) the Offeror's offer dated _____ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" OR "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable).

12. Certifications and Additional Information

12.1 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.

13. 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 _____.

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.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2018-06-21), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

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

4. 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.

5. Payment

5.1 Basis of Payment

Payments will be made in accordance with Annex B and Appendix B1 – Basis of Payment

5.2 Limitation of Price

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.

5.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

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

5.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department
SACC Manual clause C0710C (2007-11-30), Time and Contract Price Verification
SACC Manual clause C0705C (2010-01-11), Discretionary Audit

5.5 Travel and Living Expenses

There are no travel and living expenses associated with the Contract.

5.6 Payment of Invoices by Credit Card (To be indicated at standing offer award)

6. 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.
 - a. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
 - a. One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.



7. Insurance

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.

8. Ownership Control

Where the Contractor will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates for the performance of the work, the following will apply:

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
- (c) The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.
- (d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

9. Closure of Government Facilities

- 9.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.
- 9.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

10. Tuberculosis Testing

- 10.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 10.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 10.3 All costs related to such testing will be at the sole expense of the Contractor.

11. Compliance with CSC Policies

- 11.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.



11.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.

11.3 Details on existing CSC policies can be found at: www.csc-scc.gc.ca or any other CSC web page designated for such purpose.

12. Health and Labour Conditions

12.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.

12.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.

12.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.

12.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

13. Identification Protocol Responsibilities

The Contractor must ensure that the Contractor and each of its agents, representatives or subcontractors (referred to as Contractor Representatives for the purposes of this clause) comply with the following self-identification requirements:

13.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;

13.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;

13.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and

13.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

14. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties for both the process and to bear the cost of such process, assist in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or applicable of a term and condition of this contract. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca.

15. Contract Administration



The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by (*the Contractor*) respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and the application of the terms and conditions and the scope of work of this contract are not in dispute. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca.

16. Privacy

16.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

16.2 All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

17. Information Guide for Contractors

Prior to the commencement of any work, the Contractor certifies that its employees, or employees of its subcontractors, working under contract for CSC will complete the applicable Module(s) and retain the signed checklist(s) from the CSC "Information Guide for Contractors" website: www.bit.do/CSC-EN.



ANNEX A - STATEMENT OF WORK

The Correctional Service of Canada (CSC), CORCAN, has a requirement to provide mechanical testing laboratory services for product lines for various locations across Canada, on an as and when requested basis.

The work will involve the following:

1.0 Background - Correctional Service Canada (CSC)

CSC contributes to public safety through the custody and reintegration of offenders. Specifically, CSC is responsible for administering court-imposed sentences for offenders sentenced to two (2) years or more. This includes both the custodial and community supervision of offenders with Long Term Supervision for periods of up to ten (10) years.

CORCAN is an Agency of the Correctional Service of Canada (CSC) within the department of Public Safety and Emergency Preparedness. CSC and CORCAN are mandated to provide training, programs and services that facilitate offenders' re-entry into the work force following their release. CORCAN product lines such as eSpace and ECO system workstations, MetaFlex and QR FlexStation freestanding workstations, Breeze and Pearle office chairs will be tested against Canadian General Standards Board (CGSB) and American National Standards Institute (ANSI) / Business and Institutional Furniture Manufacturers Association (BIFMA) standards.

1.1 Objective

To provide mechanical testing laboratory services on CORCAN product lines for various locations across Canada, on an as and when requested basis.

1.2 Tasks

The Contractor must be an independent laboratory that is; 1) For Foreign labs: recognized by the Canadian General Standards Board (CGSB) or 2) For Canadian labs: accredited by the Standards Council of Canada.

The Contractor must provide laboratory services for mechanical testing on several of CORCAN's products, as per the following standards:

CAN/CGSB-44.227
CAN/CGSB-44.229
CAN/CGSB-44.232

Tests must be performed according to American National Standard Institute (ANSI)/BIFMA International standards. They consist of:

ANSI/BIFMA X5.1
ANSI/BIFMA X5.3
ANSI/BIFMA X5.4
ANSI/BIFMA X5.5
ANSI/BIFMA X5.6
ANSI/BIFMA X5.9 (which includes ANSI/BIFMA X5.2)
ANSI/BIFMA X 5.11

The Contractor's laboratory must be accredited by the Canadian General Standard Board for all requested tests.

1.3 Deliverables



For each testing request, the Contractor's laboratory must list all components to be tested (worst-case scenario) and must justify them to CGSB if required. All tests non-recognized as "worst-case scenario" by CGSB must be redone at the Contractor's expense.

Testing results must be submitted as per CGSB requirements to CORCAN.

- Test reports must be dated and signed.
- All test reports must be provided in English.
- All test reports must be in PDF format.
- The product line and the reference to product tested must be identified clearly on the first page
- For each test, the followed procedure must be indicated
- Test results must be recorded numerically, where applicable
- Clear photographs representing the test performed and the item tested must be included with test reports.

1.4 Location of work:

- a. The work will take place at the Contractor's location. CORCAN will arrange and bear the costs for delivery to and from the Contractor's laboratory.
- b. Travel
 - i. No travel is anticipated for performance of the work under this contract.

1.5 Language of Work:

The Contractor must provide all test reports in English. All test reports must be in PDF format and as per the deliverables listed in 1.3 Deliverables.



ANNEX B - PROPOSED BASIS OF PAYMENT

Bidders must complete the Appendix B1 – Basis of Payment spreadsheets (attached separately), print them and submit the hardcopy with its offer. The bidder must submit a price for each test or it will be deemed non-responsive.

Prices are to be Applicable taxes extra.

CORCAN will arrange and bear the costs for delivery to and from the Contractor's laboratory location.

The following basis of payment will apply to any call-up issued against this Standing Offer.

1.0 Professional Services provided with a Firm Price:

For professional services requested by Canada, Canada will pay the Contractor the firm price set out in the Contract based on the firm, all-inclusive rates set out in this Annex and Appendix B1, Applicable Taxes extra

Period 1: From July 1, 2019 to June 30, 2020.

2.0 Options to Extend the Standing Offer Period:

Subject to the exercise of the option to extend the Standing Offer period in accordance with Article <To Be Inserted at Contract Award> of the original Standing Offer, Options to Extend the Standing Offer, the Contractor will be paid the firm all inclusive (select) Per Diem rate(s) **(OR)** Hourly Rate(s), in accordance with the following table, Applicable Taxes extra, to complete all Work and services required to be performed in relation any call-up issued as a result of the Standing Offer extension.

Option Year 1: July 1, 2020 to June 30, 2021.

Option Year 2: July 1, 2021 to June 30, 2022.

Option Year 3: June 1, 2022 to June 30, 2023.

Option Year 4: June 1, 2023 to June 30, 2024.

3.0 Applicable Taxes

- (a) All prices and amounts of money in the Standing Offer are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.
- (b) The estimated Applicable Taxes of \$<To Be Inserted at Standing Offer Award> are included in the total estimated cost shown on page 1 of this Standing Offer. The estimated Applicable Taxes will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which taxes do not apply, are to be identified as such on all invoices. The Offeror agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes or due.

4.0 Payment by Credit Card

Canada requests that Offerors complete one of the following:



(a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment.

The following credit card(s) are accepted:

Master Card: _____

(b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment will not be considered as an evaluation criteria.



ANNEX C - EVALUATION CRITERIA

1.0 Technical Evaluation:

1.1 The following elements of the offer will be evaluated and scored in accordance with the following evaluation criteria.

- Mandatory Technical Criteria

It is **imperative** that the offer **address each of these criteria** to demonstrate that the requirements are met.

1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.

1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.

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

1.5 References must be provided for each project/employment experience.

I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.

II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.

III. References must be presented in this format:

- a. Name;
- b. Organization;
- c. Current Phone Number; and
- d. Email address if available

1.6 Response Format

I. In order to facilitate evaluation of offers, it is recommended that Offerors' offers address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.

II. Offerors are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical offer does not include the required month and year for the start date and end date of the experience claimed.



- IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

MANDATORY TECHNICAL CRITERIA – _____

#	Mandatory Technical Criteria	Offeror Response Description (include location in offer)	Met/Not Met
M1	<p>The bidder, must provide proof that it is an independent laboratory, recognized or accredited by:</p> <ol style="list-style-type: none"> 1) For Canadian labs – Proof of accreditation by the Standards Council of Canada. 2) For Foreign labs – Proof of Canadian General Standards Board (CGSB) recognition. 		
M2	<p>The bidder must demonstrate / provide proof that the proposed lab possesses the following accreditations:</p> <ol style="list-style-type: none"> a) ANSI/BIFMA X5.1 b) ANSI/BIFMA X5.3 c) ANSI/BIFMA X5.4 d) ANSI/BIFMA X5.5 e) ANSI/BIFMA X5.6 except section 4 f) ANSI/BIFMA X5.9 (which includes ANSI/BIFMA X5.2) g) CAN/CGSB-44.227 except par 6.7 h) CAN/CGSB-44.229 except par 6.1.4, 6.1.6, 6.1.9 to 6.1.11 and 6.9 i) CAN/CGSB-44.232 except par 4.3 and 4.14 		

Proof of the above Mandatory Technical Criteria must be submitted with your offer. Failure to demonstrate that you meet the Mandatory Technical Criteria will result in your offer being deemed non-responsive.