### `RETURN OFFERS TO: RETOURNER LES OFFRES À :

Bid Receiving - Réception des soumissions:

#### Attention:

Correctional Service Canada RHQ/Finance/Procurement/Bids AR/Finance/Approvisionnement/ Soumissions 1045 Main Street, 2<sup>nd</sup> Floor Moncton, NB E1C1H1

### REQUEST FOR A STANDING OFFER DEMANDE D'OFFRE À COMMANDES

Regional Individual Standing Offer (RISO) Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of the Correctional Service of Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre du Service correctionnel Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

### Comments — Commentaires :

Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur :
Telephone # — Nº de Téléphone :
Fax # — No de télécopieur :
Email / Courriel :  GST # or SIN or Business # — N° de TPS ou NAS ou N° d'entreprise :

Title — Sujet:					
Biomedical & Pharmaceuti and Disposal Services	cal Waste Pick-up, Transportation				
Solicitation No. — №. de l'invitation	Date: June 26th, 2018				
21201-18-2808630-C					
Client Reference No. — Nº. de	Référence du Client				
21201-18-2808630-C					
GETS Reference No. — Nº. de	Référence de SEAG				
PW-18-00832718					
Solicitation Closes —	Time Zone				
L'invitation prend fin	Fuseau horaire				
At 2:00 pm – à 14:00	[ADT-HAA]				
On August 6th, 2018/ Le 6					
aout, 2018					
<b>Delivery Required — Livraison ex</b> See herein – Voir aux présentes	rigée :				
F.O.B. — F.A.B. Plant – Usine: Destinati	on: Other-Autre:				
Address Enquiries to — Soun Lise Bourque Regional Contract Officer	nettre toutes questions à:				
Telephone No. – N° de téléphone:	Fax No. – Nº de télécopieur:				
506-851-6977	506-851-6327				
Destination of Goods, Services a	nd Construction:				
Destination des biens, services et construction:					
Multiple as per call-up Multiples, selon la commande subséquente.					
Security – Sécurité					
This request for a Standing Offer	does not include provisions for security. des ne comprend pas de dispositions en				
Instructions: See Herein Instructions : Voir aux présentes					
	ed to sign on behalf of Vendor/Firm é du fournisseur/de l'entrepreneur				
Name / Nom	Title / Titre				
Signature	Date				
(Sign and return cover page wit Signer et retourner la page de c					



\* This RFSO cancels and supersedes previous RFSO bid solicitation number 21201-18-2703930-B dated November 17, 2017 with a closing date of January 15, 2018 and has been canceled on December 21, 2017. And also the previous RFSO bid solicitation number 21201-18-2808630 dated February 2, 2018 and was canceled on February 26, 2018. And RFSO bid solicitation 21201-18-2808630-B dated march 7<sup>th</sup>, 2018 and expired April 16<sup>th</sup>, 2018, this was not awarded due to the mandatory criteria being incorrect.

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#### **PART 1 - GENERAL INFORMATION**

#### 1. Introduction

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

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

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

### 2. Summary

- (i) The Correctional Service Canada has a requirement for the removal and disposal of biomedical and pharmaceutical waste. The contractor shall provide, **on as and when required basis**, the collection, transportation and disposal of all biomedical and pharmaceutical waste from CSC Institutions including Atlantic institution, Dorchester Penitentiary Complex, Springhill Institution, Nova Institution for Women and the Regional Pharmacy. All biomedical and pharmaceutical waste will be transported to the company's disposal or processing site for destruction by incineration.
  - the period of the Standing Offer is from September 1<sup>st</sup>, 2018 to August 31<sup>st</sup>, 2019 with the possibility of four (4) option years.
- (ii) "The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), World Trade Organisation-Agreement on Government Procurement (WTO-AGP), Canada Korea Trade Agreement (CKTA), North American Free Trade Agreement (NAFTA), Canada free trade agreements with Chile/Colombia/Honduras/Panama, Canada-Peru Free Trade Agreement, Canada-European Union Comprehensive Economic and Trade Agreement (CETA)

#### 3. Revision of Departmental Name

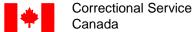
As this request for Standing Offer is issued by Correctional Service of Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, shall be interpreted 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 <a href="mailto:boa-opo@boa-opo.gc.ca">boa-opo@boa-opo.gc.ca</a>. You can also obtain more information on the OPO services available to you at their website at <a href="mailto:www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>.



#### **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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

The 2006 (2017-04-27) Standard Instructions - Request for Standing 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: one hundred and twenty (120) 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 with FPS, bidders must provide the information required below before contract award. If the answers to the questions and, as applicable, the information have not been received by the time the evaluation of bids is completed, Canada will inform the Bidders of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirements 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 <u>Financial</u> <u>Administration Act</u> 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? YES () NO ()

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

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

By providing this information, Bidders agree that the successful Bidders 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 <a href="Contracting Policy">Contracting Policy</a> Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

### 4. Enquiries - Request for Standing Offer

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) 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 New Brunswick and Nova Scotia.

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: 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 <u>Policy on Green Procurement</u> (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
- use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### Section I: Technical Offer

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

#### Section II: Financial Offer

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

#### 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 D – Evaluation Criteria**. Offers not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

#### 1.2 Financial Evaluation

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

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 A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.
- 2.1.1 SACC Manual Clause M0031T (2007-05-25) Mandatory Technical Criteria Only

#### 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:

- 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 (<a href="http://www.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_contractor\_program.page?">http://www.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_contractor\_program.page?</a>& 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 Status and Availability of Resources

SACC Manual clause M3020T (2016-01-28) Status and Availability of Resources

#### 1.5 Language Requirements - English

By submitting an offer, the Offeror certifies that, should it be awarded a standing offer as result of the request for a standing offer, every individual proposed in its offer will be

The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

## 1.6 Education and Experience:

SACC Manual clause M3021T (2012-07-16) Education and Experience

### 1.7 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 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 1. Security Requirements

#### 1.1 Security Requirement

- NO SECURITY REQUIREMENT EXISTS.
- Contractor/Offeror will be escorted at all times during the performance of this contract. Access to PROTECTED information or assets is not permitted.

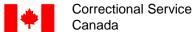
### 1.2 INSTITUTIONAL ACCESS REQUIREMENTS

- NIL security screening required as there is no access to sensitive information or assets. Contractor personnel will be escorted at all times by Correctional Service Canada personnel or those authorized by CSC on its behalf. CSC has developed very stringent internal policies to ensure that the security of institutional operations is not compromised.
- Contractor personnel must adhere to institutional requirements for the conduct of searches by Correctional Service Canada, prior to admittance to the institution/site. Correctional Service Canada reserves the right to deny access to any institution/site or part thereof of any Contractor personnel, at any time.

### 2. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a Standing Offer as a result of the request for Standing Offer, can be insured in accordance with the Insurance Requirements specified in Annex E.

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



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

#### A. STANDING OFFER

#### 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 it 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

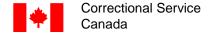
#### 4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from September 1, 2018 to August 31, 2019.

### 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 by up to four (4) additional one (1) year periods, from September 1<sup>st</sup>, 2019 to August 31<sup>st</sup>, 2023, 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 thirty (30) 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: Lise Bourque

Title: Regional Contract Officer Correctional Service of Canada

Branch or Directorate: RHQ/Finance/Material Management

Address: 1045 Main Street, 2nd Floor

Telephone: 506- 851- 6977 Facsimile: 506- 851- 6327

E-mail address: lise.bourque@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.

#### 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> 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 Atlantic Region.

Atlantic Institution Attn: Chief Health Services 13175 Route 8 P.O. Box 102 Renous, NB E9E 2E1

Dorchester Penitentiary (Medium, Minimum and Shepody locations)

Attn: Chief Health Services

4902 Main Street

Dorchester, NB E4K 2Y9

Nova Institution Attn: Chief Health Services 180 James Street Truro, NS B2N 6R8

RHQ Pharmacy Attn: Regional Pharmacist 859 Main Street Moncton, NB E1C 1G3

Springhill Institution Attn: Chief Health Services 330 McGee Street Springhill, NS B0M 1X0

### 8. Call-up Procedures

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

### 9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$5000.00 (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 \$41,700.00 (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 four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

### 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;

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- the general conditions 2005(2017-06-21), General Conditions Standing Offers Goods or Services
- d) the supplemental general conditions 2016-04-04); Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, List of Federal Institutions;
- g) Annex C, Proposed Basis of Payment;
- h) Annex D, Evaluation Criteria Insurance Requirements;
- i) Annex E, Insurance Requirements;
- i) the Offeror's offer dated (insert date of offer)

#### 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.

#### 12.2 Hazardous Waste Removal

SACC Manual Clause A9019C (2011-05-15), Hazardous Waste Removal

The Contractor must dispose of any hazardous waste removed or uncovered in the performance of the Work in accordance with any applicable law.

#### 12.3. Hazardous Waste Disposal – Specific Requirements

SACC Manual Clause A9019C (2011-05-16), Hazardous Waste Disposal – Specific Requirements

The Contractor must dispose of any hazardous waste removed or uncovered in the performance of the Work in accordance with the requirements of the Contract and any applicable law.

### 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 in New Brunswick and Nova Scotia.

#### B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a callup 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 (2016-04-04), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

### 2.2 Replacement of Specific Individuals

- If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a. The name, qualifications and experience of the proposed replacement; and
  - b. Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the work does not release the Contractor from its responsibility to meet the requirements 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.

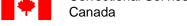
#### 4. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

#### 5. Payment

#### 5.1 Basis of Payment

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



#### 5.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ 41,700.00.
   Customs duties are subject to exemption and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

#### 5.3 Limitation of Price

SACC Manual clause C6000C (2017-08-17) 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.

#### 5.4 SACC Manual Clauses

SACC Manual clause A9117C (2017-11-30), 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.

#### 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.
- Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the Name(s) and address(s) listed in Annex B– List of Federal Institutions Locations of work, for certification and payment:

## 7. Insurance - Specific Requirements

### **Commercial Liability Insurance**

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection. The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### **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.

#### 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 <a href="mailto:boa-opo@boa-opo.gc.ca">boa-opo.gc.ca</a>.

#### 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 supplier or the contractor or the name of the entity awarded this contract*) 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

Biomedical & Pharmaceutical Waste Pick-up, Transportation and Disposal Waste types: Biomedical (non-anatomical, anatomical, cytotoxic) & Pharmaceutical

The Correctional Service Canada has a requirement for the pick-up, transportation and disposal of biomedical & pharmaceutical waste. The contractor shall provide, **on as and when required basis**, the collection, transportation and disposal of all biomedical & pharmaceutical waste from CSC Institutions including Atlantic institution, Dorchester Penitentiary Complex, Springhill Institution, Nova Institution for Women and the Regional Pharmacy. All biomedical & pharmaceutical waste will be transported to the company's disposal or processing site for destruction by incineration.

### 1.1 Background

As a result of the normal operations of Health services biomedical & pharmaceutical waste is created. Expired and returned medications are considered pharmaceutical waste and need to be disposed of according to provincial guidelines for biomedical & pharmaceutical waste management.

Biomedical & pharmaceutical waste includes but is not limited to the following;

- perishable medication,
- expired medication both narcotics and non-narcotic,
- sharps (lancets, syringes, epipens),
- vials,
- test tubes,
- diabetic pen needles,
- cytotoxic medication and
- materials soiled with blood or other potentially infectious body fluids.

### 1.2 Objectives:

Provide pick up, transportation and disposal of biomedical & pharmaceutical waste

#### 1.3 Tasks

The Contractor must pick up the biomedical & pharmaceutical waste at the locations identified in the document for the location of work. (Annex B).

No work can be started until authorization is given to do so by the Project Authority or the on-site Chief of Health Services or Regional Pharmacist.

All work will be performed subject to the inspection and acceptance by the Project Authority or his/her designated representatives

The contractor shall provide these services Monday to Friday from 8:00 am to 4:00 pm.

The contractor must transport the biomedical & pharmaceutical waste to the company's disposal or processing site in accordance with the Federal, Provincial, Territorial or Municipal Transportation of Dangerous Goods legislations.

The contractor must dispose the biomedical & pharmaceutical waste in accordance with the laws and regulations that are applicable, whether Federal, Provincial, Territorial or Municipal.

All items will be appropriately packaged and labeled as per Federal, Provincial, Territorial or Municipal guidelines for biomedical and pharmaceutical waste management.

The contractor must accept liability for any damages caused by improper packaging, labeling or carriage of goods.

The contractor will assume all ownership and all future liability for the disposal of the hazardous waste products from the time the waste is loaded into the contractor's vehicle and the hazardous waste manifest is signed.

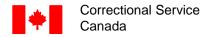
The contractor must ensure they adhere to all levels of regulations regarding dangerous goods as set forth by Federal, Provincial, Territorial, and Municipal Laws and Acts of Parliament.

#### 1.4 Deliverables:

- At the request of the project authority or his/her designated representatives, the contractor will conduct an estimated amount of up to 12 pickups of biomedical & pharmaceutical waste at each of the following facilities: Atlantic Institution, Nova Institution for Women and Regional Pharmacy, an estimated amount of up to 18 pickups of biomedical & pharmaceutical waste at the following facility: Dorchester Penitentiary Complex and an estimated amount of up to 26 pickups of biomedical & pharmaceutical waste at the following facility: Springhill Institution.
- A disposal certificate and/or completed manifest must accompany all invoices. The
  certificate and/or manifest must show that the disposition of materials has been in
  accordance with current Federal, Provincial and Municipal Regulations and
  Legislation. Payment will not be made until the disposal Certificate and/or
  manifest have been provided.

#### 1.5 Language of Work:

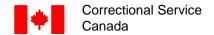
The contractor must perform all work in English.



### **ANNEX B -List of Federal Institutions**

## **Biomedical Waste Locations for pick-up and Invoicing Addresses**

Institution	Location of Waste	Invoicing Address	Contact Phone number Fax number
Atlantic Institution	Atlantic Institution 13175 Route 8, P.O. Box 12 Renous, New Brunswick E9E 2E1	Atlantic Institution Attn: Chief Health Services 13175 Route 8 P.O. Box 102 Renous, NB E9E 2 <sup>E</sup> 1	Chief Health Services Phone: (506) 623-4032 Fax: (506) 623-4022
Dorchester Penitentiary Complex (Medium Sector)	Dorchester Penitentiary Complex Medium Sector 4902 Main Street Dorchester, NB E4K 2Y9	Dorchester Penitentiary Attn: Chief Health Services	Chief Health Services Phone: (506) 379-4113
Dorchester Penitentiary Complex (Minimum Sector)	Dorchester Penitentiary Complex Minimum Sector 4902A Main Street Dorchester, NB E4K 2Y9	4902 Main Street Dorchester, NB E4K 2Y9	Fax: (506) 379-4209
Nova Institution	Nova Institution 180 James Street Truro, NS B2N 6R8	Nova Institution Attn: Chief Health Services 180 James Street Truro, NS B2N 6R8	Chief Health Services Phone: (902) 897-1774 Fax: (902) 893-6765
Regional Pharmacy	Regional Pharmacy 859 Main Street Moncton, NB E1C 1G3	RHQ Pharmacy Attn: Regional Pharmacist 859 Main Street Moncton, NB E1C 1G3	Regional Pharmacist Phone: (506) 851-6386 Fax: (506) 851-2627
Springhill Institution	Springhill Institution 330 McGee Street Springhill, NS B0M 1X0	Springhill Institution Attn: Chief Health Services 330 McGee Street Springhill, NS B0M 1X0	Chief Health Services Phone: (902) 597-0147 Fax: (902) 597-8336



## **ANNEX C – Proposed Basis of payment**

The contractor will be paid per site as follows:

For the period from September 1st, 2018 to August 31st, 2019

RHQ Pharmacy 20183-823/824-00000-240-04604.4.1						
Description	Quantity	All-inclusive rate	TOTAL			
Estimated yearly pick-up	12	\$	\$			
Estimated yearly transportation & disposal of biomedical & pharmaceutical waste in kg	1,500 kg	\$ /kg	\$			
Estimated total			\$			

Atlantic Institution 23180-863-00000-240-04604.4.1					
Description	Quantity	All-inclusive rate	TOTAL		
Estimated yearly pick-up	12	\$	\$		
Estimated yearly transportation & disposal of biomedical & pharmaceutical waste in kg	1,500 kg	\$ /kg	\$		
Estimated total			\$		

Dorchester Penitentiary Complex Medium / Minimum 22085-863-00000-240-04604.4.1					
Description	Quantity	All-in	clusive rate	TOTAL	
Estimated yearly pick-up	18	\$		\$	
Estimated yearly transportation & disposal of biomedical & pharmaceutical waste in kg	2,500 kg	\$	/kg	\$	
Estimated total	,			\$	

Nova Institution 25080-863-00000-240-04604.4.1					
Description	Quantity	All-inclusive rate	TOTAL		
Estimated yearly pick-up	12	\$	\$		
Estimated yearly transportation &					
disposal of biomedical &					
pharmaceutical waste in kg	1,500 kg	\$ /kg	\$		
Estimated total			\$		

Springhill Institution 21080-863-00000-240-04604.4.1					
Description	Quantity	All-inclusive rate	TOTAL		
Estimated yearly pick-up	26	\$	\$		
Estimated yearly transportation &					
disposal of biomedical &					
pharmaceutical waste in kg	2,000 kg	\$ /kg	\$		
Estimated total			\$		

# <u>1<sup>st</sup> Option to Renew</u> For the period from September 1<sup>st</sup>, 2019 to August 31st, 2020

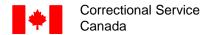
RHQ Pharmacy 20183-823/824-00000-240-04604.4.1					
Description	Quantity	All-inclusive rate	TOTAL		
Estimated yearly pick-up	12	\$	\$		
Estimated yearly transportation & disposal of biomedical & pharmaceutical waste in kg	1,500 kg	\$ /kg	\$		
Estimated total			\$		

Atlantic Institution 23180-863-00000-240-04604.4.1					
Description	Quantity	All-inclusive rate	TOTAL		
Estimated yearly pick-up	12	\$	\$		
Estimated yearly transportation & disposal of biomedical & pharmaceutical waste in kg	1,500 kg	\$ /kg	\$		
Estimated total	·		\$		

Dorchester Penitentiary Complex Medium /Minimum 22085-863-00000-240-04604.4.1					
Description	Quantity All-inclusive rate TOTA				
Estimated yearly pick-up	18	\$	\$		
Estimated yearly transportation & disposal of biomedical & pharmaceutical waste in kg	2,500 kg	\$ /kg	\$		
Estimated total			\$		

Nova Institution 25080-863-00000-240-04604.4.1				
Description	Quantity	All-inclusive rate	TOTAL	
Estimated yearly pick-up	12	\$	\$	
Estimated yearly transportation &				
disposal of biomedical &				
pharmaceutical waste in kg	1,500 kg	\$ /kg	\$	
Estimated total			\$	

Springhill Institution 21080-863-00000-240-04604.4.1				
Description	Quantity	All-inclusive rate	TOTAL	
Estimated yearly pick-up	26	\$	\$	
Estimated yearly transportation & disposal of biomedical & pharmaceutical waste in kg	2,000 kg	\$ /kg	\$	
Estimated total			\$	



2nd Option to Renew For the period from September 1st, 2020 to August 31st, 2021

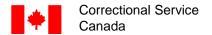
RHQ Pharmacy 20183-823/824-00000-240-04604.4.1				
Description	Quantity	All-inclusive	TOTAL	
		rate		
Estimated yearly pick-up	12	\$	\$	
Estimated yearly transportation & disposal of biomedical & pharmaceutical waste in kg	1,500 kg	\$ /kg	\$	
Estimated total			\$	

Atlantic Institution 23180-863-00000-240-04604.4.1				
Description	Quantity	All-inclusive rate	TOTAL	
Estimated yearly pick-up	12	\$	\$	
Estimated yearly transportation & disposal of biomedical & pharmaceutical waste in kg	1,500 kg	\$ /kg	\$	
Estimated total	,		\$	

Dorchester Penitentiary Complex Medium /Minimum 22085-863-00000-240-04604.4.1				
Description	Quantity	All-inclusive	TOTAL	
		rate		
Estimated yearly pick-up	18	\$	\$	
Estimated yearly transportation & disposal of biomedical & pharmaceutical waste in kg	2,500 kg	\$ /kg	\$	
Estimated total	<u> </u>	, , , , , , , , , , , , , , , , , , ,	\$	

Nova Institution 25080-863-00000-240-04604.4.1			
Description	Quantity	All-inclusive	TOTAL
		rate	
Estimated yearly pick-up	12	\$	\$
Estimated yearly transportation & disposal of biomedical & pharmaceutical waste in kg	1,500 kg	\$ /kg	\$
Estimated total			\$

Springhill Institution 21080-863-00000-240-04604.4.1			
Description	Quantity	All-inclusive	TOTAL
		rate	
Estimated yearly pick-up	26	\$	\$
Estimated yearly transportation & disposal of biomedical & pharmaceutical waste in kg	2,000 kg	\$ /kg	\$
Estimated total			\$



For the period from September 1st, 2021 to August 31st, 2022

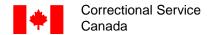
RHQ Pharmacy 20183-823/824-00000-240-04604.4.1				
Description	Quantity	All-inclusive rate	TOTAL	
Estimated yearly pick-up	12	\$	\$	
Estimated yearly transportation & disposal of biomedical & pharmaceutical waste in kg	1,500 kg	\$ /kg	\$	
Estimated total			\$	

Atlantic Institution 23180-863-00000-240-04604.4.1				
Description	Quantity	All-inclusive rate	TOTAL	
Estimated yearly pick-up	12	\$	\$	
Estimated yearly transportation & disposal of biomedical & pharmaceutical waste in kg	1,500 kg	\$ /kg	\$	
Estimated total			\$	

Dorchester Penitentiary Complex Medium /Minimum 22085-863-00000-240-04604.4.1				
Description	Quantity	All-inclusive	TOTAL	
		rate		
Estimated yearly pick-up	18	\$	\$	
Estimated yearly transportation &				
disposal of biomedical &				
pharmaceutical waste in kg	2,500 kg	\$ /kg	\$	
Estimated total			\$	

Nova Institution 25080-863-00000-240-04604.4.1				
Description	Quantity	All-inclusive rate	TOTAL	
Estimated yearly pick-up	12	\$	\$	
Estimated yearly transportation & disposal of biomedical & pharmaceutical waste in kg	1,500 kg	\$ /kg	\$	
Estimated total			\$	

Springhill Institution 21080-863-00000-240-04604.4.1				
Description	Quantity	All-inclusive rate	TOTAL	
Estimated yearly pick-up	26	\$	\$	
Estimated yearly transportation & disposal of biomedical & pharmaceutical waste in kg	2,000 kg	\$ /kg	\$	
Estimated total			\$	



4th Option to Renew For the period from September 1st, 2022 to August 31st, 2023

RHQ Pharmacy 20183-823/824-00000-240-04604.4.1				
Description	Quantity	All-inclusive rate	TOTAL	
Estimated yearly pick-up	12	\$	\$	
Estimated yearly transportation & disposal of biomedical & pharmaceutical waste in kg	1,500 kg	\$ /kg	\$	
Estimated total			\$	

Atlantic Institution 23180-863-00000-240-04604.4.1				
Description	Quantity	All-inclusive	TOTAL	
		rate		
Estimated yearly pick-up	12	\$	\$	
Estimated yearly transportation & disposal of biomedical & pharmaceutical waste in kg	1,500 kg	\$ /kg	\$	
Estimated total			\$	

Dorchester Penitentiary Complex Medium /Minimum 22085-863-00000-240-04604.4.1				
Description	Quantity	All-inclusive rate	TOTAL	
Estimated yearly pick-up	18	\$	\$	
Estimated yearly transportation & disposal of biomedical & pharmaceutical waste in kg	2,500 kg	\$ /kg	\$	
Estimated total			\$	

Nova Institution 25080-863-00000-240-04604.4.1				
Description	Quantity	All-inclusive rate	e TOTAL	
Estimated yearly pick-up	12	\$	\$	
Estimated yearly transportation & disposal of biomedical & pharmaceutical waste in kg	1,500 kg	\$ /kg	\$	
Estimated total			\$	

Springhill Institution 21080-863-00000-240-04604.4.1				
Description	Quantity	All-inclusive rate	TOTAL	
Estimated yearly pick-up	26	\$	\$	
Estimated yearly transportation & disposal of biomedical & pharmaceutical waste in kg	2,000 kg	\$ /kg	\$	
Estimated total			\$	

### 3.0 Options to Extend the Standing Offer Period:

Subject to the exercise of the option to extend the Standing Offer period in accordance with Article <<u>To Be Inserted at Contract Award></u> 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.

#### 4.0 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 \$<\( \frac{TO Be Inserted at Standing Offer Award>}{} \) 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.

#### ANNEX D- EVALUATION CRITERIA

#### 1.0 Technical Evaluation:

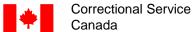
- 1.1 The following elements of the offer will be evaluated and scored in accordance with the following evaluation criteria.
  - Mandatory Technical Criteria

It is <u>imperative</u> that the offer <u>address each of these criteria</u> 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 ongoing.
- 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

- 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.

### **ANNEX D - MANDATORY TECHNICAL CRITERIA**

#	Mandatory Technical Criteria	Offeror Response Description (include location in offer)	Met/Not Met
M1	The Offeror must be in compliance with all applicable Federal, Provincial, Territorial & Municipal laws, regulations and standards relating to the Transportation, Disposal and Operation of a Hazardous Waste Facility in Canada.  The Offeror must provide, with the bid, proof that they can legally Transport, Dispose Biomedical Hazardous Waste and Operate a Hazardous Waste Facility in Canada.		
M2	The Offeror must demonstrate that each proposed drivers hold a valid Certificate of Training for Transportation of Dangerous Goods.  Offeror must provide copies of the valid certificates with the bid.		

#### ANNEX E - INSURANCE REQUIREMENTS

#### 1. Commercial General Liability Insurance:

- 1.1 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.
- 1.2 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 the Correctional Service of Canada.
  - 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.
  - I) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

### 2. Litigation Rights:

2.1 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

2.2 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.

#### 3. Automobile Liability Insurance

- 3.1 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.
- 3.2 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.