



RETURN OFFERS TO:  
RETOURNER LES OFFRES À:  
Bid Receiving - Réception des soumissions:

Mailroom | Salle de courrier  
Regional Contracting and Materiel Services |  
Régional de Contrats et de gestion du Matériel  
Ontario Region | Region de l'Ontario  
P. O. Box 1174 | C.P. 1174  
445 Union St. West | 445 rue Union Ouest  
Kingston, ON K7L 4Y8

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

Regional Individual Standing Offer (RISO)  
Offre à commandes individuelle et 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:**

This request for a Standing Offer does not include provisions for security.  
Cette Demande d'offre à commandes ne comprend pas de dispositions en  
matière de sécurité.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone # — N° de Téléphone :

\_\_\_\_\_

Fax # — No de télécopieur :

\_\_\_\_\_

Email / Courriel: \_\_\_\_\_

GST # or SIN or Business #— N° de TPS ou NAS ou N° d'entreprise:

\_\_\_\_\_

<b>Title — Sujet:</b> <b>MINOR PAINTING REPAIR SERVICES AT INSTITUTIONS IN THE ONTARIO REGION.</b>	
<b>Solicitation No. — N° de l'invitation</b> <b>21401-23-2963341</b>	<b>Date:</b> <b>1 March 2019</b>
<b>Client Reference No. — N° de Référence du Client</b>	
<b>GETS Reference No. — N° de Référence de SEAG</b>	
<b>Solicitation Closes — L'invitation prend fin at /à : 14 :00 hrs On / Le : 15 April 2019</b>	<b>Time Zone Fuseau horaire</b> <b>DST</b>
<b>Delivery Required — Livraison exigée :</b> See herein – Voir aux présentes	
<b>Various Institutions within Ontario Region</b>	
<b>F.O.B. — F.A.B.:</b>	<b>Destination</b>
<b>Address Enquiries to — Soumettre toutes questions à Myra O'Neil, Regional Procurement and Contracting Officer   Agente régional de négociations des contrats d'achat <a href="mailto:myra.oneil@csc-scc.gc.ca">myra.oneil@csc-scc.gc.ca</a></b>	
<b>Telephone No. — N° de téléphone:</b> <b>613 536 4612</b>	<b>Fax No. — N° de télécopieur:</b> <b>613-536-4571</b>
<b>Destination of Goods, Services and Construction:</b> <b>Destination des biens, services et construction:</b> Multiple as per call-up Multiples, selon la commande subséquente.	

<b>Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur</b>	
_____ Name / Nom	_____ Title / Titre
_____ Signature	_____ Date
(Sign and return cover page with offer/ Signer et retourner la page de couverture avec l'offre)	



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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(s) Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offeror(s) 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: includes the certifications to be provided;
- Part 6            Security and Insurance Requirements: includes specific requirements that must be addressed by Offeror(s); and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:  
  
7A, includes the Standing Offer containing the offer from the Offeror(s) 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

Correctional Service Canada in the Ontario Region has a requirement to do minor painting & repairs within our facilities in the Ontario Region as per Federal, Provincial, Municipal and legislated law/requirements for a 3 year period.

“The requirement is subject to the provisions of 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](mailto: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](http://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.

Offeror(s) 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

#### 1.1 **SACC Manual Clauses**

SACC Manual clause M9043T (2007-05-25), Reissue Standing Offer

This request for standing offers (RFSO) cancels and supersedes previous RFSO number 21401-23-2963341 dated 30 Sep 2018 with a closing of 20 Aug 2018 at 1400.

### 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, offerors must provide the information required below before the issuance of a Standing Offer. If the answers to the questions and, as applicable, the information 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 requirements 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:

- an individual;
- an individual who has incorporated;
- a partnership made of former public servants; or
- 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 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 questions 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: **three (3) hard copy.**  
Section II:                  Financial Offer: **two (2) hard copy.**  
Section III:                Certifications: **two (2) hard copy**

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

**The Offer must submit their Financial offer and Technical offer in separate envelopes.**

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:

- a) 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
- b) 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, Offeror(s) should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

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

Offeror(s) must submit their financial offer in accordance with Annex B, Proposed Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### **Section III: Certifications**

Offeror(s) must submit the certifications required under Part 5.

#### **SACC manual M0066T (2007-05-25) [Prices - Items](#)**

Offerors must submit firm prices for all items listed in Annex(es) "B".

#### **SACC Manual clause M0019T (2007-05-25) Firm Price and/or Rates**

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer



## **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 Canada 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**

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 SACC Basis of Selection - Mandatory Technical Criteria Only (2007-05-25) M0031T**

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



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

Offerors must provide the required certifications and additional information to be issued a Standing Offer.

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

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

### **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](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 Status and Availability of Resources**

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

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

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

#### **1.6 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 AND INSURANCE REQUIREMENTS**

### **1. 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 C .

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**

#### **1. Offer**

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

#### **2. Article 1. Institutional Access Requirements.**

- 2.1 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.
- 2.2 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

#### **3. Standard Clauses and Conditions**

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

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 01 May 2019 to 30 April 2022.

#### 5. Authorities

##### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Myra O'Neil

Title: Regional Procurement & Contracting Officer

Branch or Directorate: Regional Contracting and Materiel Services - Ontario Region

Address: 445 Union Street West

PO Box 1174

Kingston, Ontario

K7L 4Y8

Telephone: 613 536 4612

Facsimile: 613 536 4571

E-mail address: myra.oneil@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.

##### Offeror's Representative

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

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

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

#### 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, Ontario Region.

## **8. Call-up Procedures**

**Each Institution in Area 1 in the Kingston Area (including Warkworth Institution) is able to initiate a call-up up to 10K including taxes.**

**Each Institution in Area 2 in the Toronto/Kitchener area is able to initiate a call up to 10K including Taxes.**

**Each institution in Area 3 in the Gravenhurst area is able to initiate a call up to 10K including taxes**

**Each call-up in all three Areas over 10K to 40K shall be completed at Regional Headquarters via Regional Material services and Contracting.**

## **9. 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 (form 2829 Annex E)

## **10. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$10K (Applicable Taxes included).

All other call-ups over \$10K must be referred to Regional Procurement & Contracting at Regional Headquarters Ontario for further action.

## **11. Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$300,000.00 (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 three (3) 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.





## 12. 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)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment
- g) Annex C, Evaluation Criteria
- h) Annex D, Insurance Requirements
- i) Annex E, Call up against Standing offer (form 2829)
- j) the Offeror's offer dated \_\_\_\_\_

## 13. Certifications and Additional Information

### 13.1 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.

## 14. 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.



## **15. SACC- M3800C (2006-08-15) Estimates**

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.

### **15.1 SACC- M7010C (2017-06-21) Periodic Usage Report**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled "F ". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a semi-annual basis reporting period to the Standing Offer Authority.

The semi-annual reporting periods are defined as follows:

- first: May 1 – Nov 30
- second : Dec 1 to Apr 30

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



## **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 – Basis of Payment

#### **5.2 Limitation of Expenditure – C6001C**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ 250,000.00. Customs duties are excluded 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 SACC Manual Clause H1000C Terms of Payment (2008-05-12)**

Canada will pay the Contractor upon completion and delivery of the Work 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**

Canada requests that Bidders complete option 1 or 2 below:

1.  Electronic Payment Instruments will be accepted for payment of invoices.  
The following Electronic Payment Instrument(s) are accepted:
  - VISA Acquisition Card;
  - MasterCard Acquisition Card;
  - Direct Deposit (Domestic and International);
  - Electronic Data Interchange (EDI);
  - Wire Transfer (International Only);
  - Large Value Transfer System (LVTS) (Over \$25M)
2.  Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments. Acceptance of Electronic Payment Instruments will not be considered as an evaluation



## **6. Invoicing Instructions**

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 sent to the address indicated on the call up against Standing Offer (form 2829) along with a copy of the call up form

## **7. SACC Manual Clauses**

The following SACC Manual Clauses are incorporated by reference:

A9068C, Government Site Regulations, dated 2010-01-11

B7500C, Excess goods, date 2006-06-16

B5007C, Procedures for Design Change or Additional Work (Annex G)

## **8. Insurance Requirement**

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

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

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

### **8.1 Insurance SACC Manual Clause G1007T**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex D.

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



## 8.2 SACC G2001C (2018-06-21) Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
  - a. The Commercial General Liability policy must include the following:

Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.



- j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Québec, send to :**

*Directeur  
Direction du droit des affaires  
Bureau régional du Québec (Ottawa)  
Ministère de la Justice  
284, rue Wellington, pièce SAT-6042  
Ottawa (Ontario) K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

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



## 9. 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.

## 10. Closure of Government Facilities

10.1 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.

10.2 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.

## 11. Tuberculosis Testing

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.

Failure to provide proof of and results of a tuberculin test may result in the termination of the contract. All costs related to such testing will be at the sole expense of the Contractor.

## 12. Compliance with CSC Policies

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.

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.

Details on existing CSC policies can be found at: [www.csc-scc.gc.ca](http://www.csc-scc.gc.ca) or any other CSC web page designated for such purpose.





### **13. Health and Labor Conditions**

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.

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.

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.

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."

### **14. 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:

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;

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

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

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.

### **15. 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](mailto:boa-opo@boa-opo.gc.ca).

### **16. 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](mailto:boa-opo@boa-opo.gc.ca).

#### **17. Privacy**

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.

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.

#### **18. 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](http://www.bit.do/CSC-EN).

#### **19. Worker's Compensation**

Offer agrees that all work shall be performed in full compliance with all safety procedures, guidelines and policies of the Occupational Health and Safety Regulations of WSIB, and to comply with the local site security policies.

It is mandatory that every contractor contracted for work must have an account with the Provincial Worker's Compensation Board/ Commission, and coverage shall be extended to cover all employees.

#### **20. Performance Evaluation**

Offeror shall take note that the performance of the Offeror during and upon completions of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship: timeliness of completion of the work" project management, contract management and management of health and safety. Shall the Offeror's performance be considered unsatisfactory, the standing offer may be set aside and the Offeror's bidding privileges on future work may be suspended indefinitely.

An electronic version of the form PWGSC-TPSGC 2913, SELECT – contractor Performance Evaluation Report Form, used to record the performance is available on the Public Works and Government Services Canada (PWGSC) Web site.



## ANNEX A

### STATEMENT OF WORK- PAINTING SERVICES CORRECTIONS SERVICES OF CANADA

#### ONTARIO REGION

##### TITLE:

Various Painting/repair services for Correctional Services of Canada Ontario Region.

##### OBJECTIVE:

This requirement is to supply all labour, materials, supervision, transportation and equipment to service various Painting/repair services on an “as and when required” requested basis at Correctional service of Canada’s Institutions and facilities in the Ontario Region. Supply, install and commission, in compliance with the Safety Authority and any other applicable codes and regulations.

##### HOURS OF WORK:

1. Regular hours of work: consist of Monday to Friday (7:30 am to 4pm)
2. After hours/emergency work/Statutory Holidays: Monday to Friday (4pm to 7:30am)
3. Weekends (Saturday & Sunday)

**All work must be pre-authorized by the Chief of Plant/Facility Maintenance or authorized representative prior to commencing.**

##### STANDARDS: (If applicable)

- Licensed Painter with minimum of 5 years experience
- Canadian Standards Association
- Canadian Plumbing Code
- National Building Code
- National Fire Code
- Fall Arrest Certification
- Confined Space Certification
- Ontario Occupational Health and Safety Act R.S.O 1990

##### SCOPE OF WORK:

The contractor must respond within 4 hours from the time of the call up and must provide all parts and labor “as and when required” basis. The contractor is to provide all painting/repair work to Correctional Services of Canada across all institutions and facilities in the Ontario Region.

- All work to be done at the institutions/facilities across the Ontario Region under this Standing Offer Agreement must be carried out by a Professional Painter working in the Province of Ontario.
- All apprentices and labourers may be used under this contract at the rates described in the Terms of Payment but only in conjunction with a licensed Painter in the Province of Ontario.
- Proposed Licensed Painters must have a minimum of 5 years’ experience.
- Must provide all necessary equipment and materials for the installation.



- The winning bidder must submit a detailed quote (parts and labour) to the project authority prior to job commencement and receive a Call Up from the Project Authority prior to commencement of the work.
- Professionally paint all surfaces as requested in the Call up.
- Remove all loose or flaking paint from surfaces to be painted. Scrapping the surface only will be allowed.
- Repair all drywall as required prior to painting the surface.
- Prime all surfaces to be painted with an appropriate low-VOC finish to optimize adhesion of water based paint. Tint primer base appropriate to paint colour.
- When primer has dried sufficiently, apply semi-gloss low-VOC enamel latex paint to all surfaces to be painted. Colour choice will be decided by the Project Authority.
- Employ fans or heaters as appropriate to expedite drying time between coats.

### **DELIVERY:**

Contractor considerations:

- All employees entering the facility will report to the main entrance and pass through all security devices and screening before reporting to the identified work area.
- When assembling at the main entrance they will be provided with an escort that will be with them at all times during the installation process.
- At any time, a corrections officer may require a contractor's employees to submit to a search if deemed necessary by a corrections officer.
- Contractors must complete a tool list and only bring necessary tools into the institution and must account for these items at the end of every work day.

### **MATERIAL REQUIREMENTS:**

Contractor will supply all materials for the installations.

Contractor will also provide:

- All tools and equipment required to complete the installation.
- All material used shall be new.

### **ADDITIONAL REQUIREMENTS AND CONSIDERATIONS:**

Contractor shall comply with the following:

- All applicable Federal and Provincial safety codes shall be adhered to and a health and safety plan shall be in effect.
- All work must comply with any other applicable federal or provincial/territorial regulations.
- The contractor shall maintain compliance of site procedures regarding potential hazardous work locations and situations.
- Workmanship must be of the highest standard and must meet all industry standards.
- Any additional work beyond that described in this scope of work must be approved by the Project Authority. and submitted to the Project Authority on form on Annex G
- Worksite must be kept clean and neat and upon project completion the workplace area must be clean, free of post construction materials and returned to original integrity.
- Disposal of any removed material must be carried out using the highest standard in regards to landfill waste diversion, reusing, recycling, and comply with applicable transportation and environmental regulations.
- All workers entering the institution must be cleared prior to commencement of any on-site work.
- Supply proper documentation showing proof and WSIB certification and Insurance(Annex C)
- A schedule shall be submitted to the Project Authority prior to the commencement of work.



- All employees shall have current trade certifications and the minimum training required.
- All new materials shall be installed in accordance with manufacturer's specifications, engineering standards, building codes, and best practices.
- Contractor is expected to take their own measurements and is responsible for the accuracy of those measurements.
- All work shall be visually inspected by the Project Authority or their representative and completed to the satisfaction of project authority prior to project closeout

#### **ESTIMATES:**

- All price estimates must list the quantity and type of work and associated unit price along with itemized priced material lists as stated in the Basis of Pricing. Lot prices will not be accepted for estimates.
- The Contractor must not exceed the value on the estimate and the call up document. If it appears that the call up value will be exceeded the Contractor must stop work and inform the Technical or Project Authority that an amendment is required. The Contractor must not commence work until they receive the amendment.

#### **TRAVEL:**

There will be no travel associated with the Call ups.

#### **TYPE OF SERVICE:**

The intension of this Standing Offer agreement is to be for Painting repair work only and cannot be used to create improvements or to do Capital projects.

#### **AREAS OF SERVICE**

**Please indicate in your bid, through the Proposed Basis of Payment or separately in writing to which area(s) you wish to provide service.**

##### **AREA NUMBER 1:**

Collins Bay Complex – 1455 Bath Road Kingston, Ontario K7L 4V9 PO Box 190

Millhaven Institution – Highway #33 Millhaven, Ontario K0H 1G0 PO Box 280

Bath Institution – Highway #33 Bath, Ontario K0H 1G0 PO Box 1500

Joyceville Medium & minimum Institution – 3766 Highway #15 Kingston, Ontario PO Box 880

Warkworth Institution – 15847 County Road 29 off Highway 30 Campbellford, Ontario K0L 1L0

##### **AREA NUMBER 2:**

Beaver Creek Complex – Highway 118E, off Highway 11N Gravenhurst, Ontario PO Box 1240

##### **AREA NUMBER 3:**

Grand Valley Institution for Women – 1575 Homer Watson Blvd. Kitchener, Ontario N2P 2C5

Keele Street CCC – 330 Keele Street Toronto, Ontario M6P 2K7



**ANNEX B - PROPOSED BASIS OF PAYMENT**

**1.0 Contract Period**

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract.

For the provision of services as described in the scope of work, the Contractor will be paid an all inclusive firm price as set below in the performance of this Contract, HST or GST extra.

**Please indicate in your bid, through the Proposed Basis of Payment or separately in writing to which area(s) you wish to provide service**

**2.0 Contract Period: 01 May 2019 to 30 April 2022**

Bidders should use the following format when submitting their financial proposal:

Year 1: May 1, 2019 to April 30, 2022

<b>HOURS OF WORK</b>	<b>HOURLY RATE</b>	<b>LICENSED PAINTER</b>	<b>APPRENTICE PAINTER</b>	<b>LABOURER</b>
REGULAR HOURS (7:30AM-4PM)	\$ _____	\$ _____	\$ _____	\$ _____
AFTER HOURS (4PM - 7:30AM)	\$ _____	\$ _____	\$ _____	\$ _____
WEEKENDS/STATUTORY HOLIDAYS	\$ _____	\$ _____	\$ _____	\$ _____
Contractors Mark up on allowance for unspecified material, replacement parts, required permits and certificates				_____ %

ALL MATERIALS ARE TO BE PRICED AS PER MSRP.

- a) All prices are to be quoted GST/HST EXTRA.
- b) Payments will be made upon submission of, based on call-up for each call up as per task authorization. Invoices shall include detailing the dates of service, contract number. Total cost of invoice the level of effort expended during the billing period, in the call-up.
- c) In case of an error in the extension of prices, the unit price will govern.



**Year 2: 01 May 2020 to 30 April 2021**

HOURS OF WORK	HOURLY RATE	LICENSED PAINTER	APPRENTICE PAINTER	LABOURER
REGULAR HOURS (7:30 AM-4PM)	\$ _____	\$ _____	\$ _____	\$ _____
AFTER HOURS (4PM - 7:30AM)	\$ _____	\$ _____	\$ _____	\$ _____
WEEKENDS/STATUTORY HOLIDAYS	\$ _____	\$ _____	\$ _____	\$ _____
Contractors Mark up on allowance for unspecified material, replacement parts, required permits and certificates				_____ %

**Year 3: 01 May 2021 to 31 April 2022**

HOURS OF WORK	HOURLY RATE	LICENSED PAINTER	APPRENTICE PAINTER	LABOURER
REGULAR HOURS (7:30-AM-4PM)	\$ _____	\$ _____	\$ _____	\$ _____
AFTER HOURS (4PM - 7:30AM)	\$ _____	\$ _____	\$ _____	\$ _____
WEEKENDS/STATUTORY HOLIDAYS	\$ _____	\$ _____	\$ _____	\$ _____
Contractors Mark up on allowance for unspecified material, replacement parts, required permits and certificates				_____ %

The Contractor must advise the Project Authority when 75% of the Contract's financial limitation is reached. This financial information can also be requested by the project Authority on an as-requested basis.

**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

### INSURANCE REQUIREMENTS

#### **MANDATORY HEALTH AND SAFETY** – For the work in the province of Ontario

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within ten(10) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.



- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- q. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.



**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

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



## 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
- Accumulated/Combined hourly rate

**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

### 1.2 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 – 21401-23-2963341 Painting Repair Services**

#	Mandatory Technical Criteria	Offeror Response Description (include location in offer)	Met/Not Met
M1	Bidder must provide a copy of their licence that they can work in the Province of Ontario providing painting repair services		
M2	Offeror must provide proof the company has minimum of 5 years' experience in providing painting service. Provide the names and dates of a minimum of 3 projects completed.		
M3	Offeror must provide copies of painting license/certification for each proposed employee		



**ANNEX E – Call up against Standing Offer – Services**

Clear Data - Effacer les données



Public Works and  
Government Services  
Canada

Travaux publics et  
Services gouvernementaux  
Canada

**CALL-UP AGAINST A STANDING OFFER  
COMMANDE SUBSÉQUENTE À UNE OFFRE PERMANENTE**

In accordance with STANDING OFFER NO.	Conformément à l'OFFRE PERMANENTE N°	Call-up no. - N° de commande
Dated and the terms and conditions therein, you are requested to carry out the work described below.	en date du et les modalités qui y sont énumérées, vous êtes prié d'exécuter les travaux décrits ci-après.	

Contractor's name and address - Nom et adresse de l'entrepreneur	Send invoice to - Expédier la facture à
--	---

Project no. - N° du projet	Note: Quote standing offer number, project number and call-up number on your invoice. Inscrire le numéro de l'offre permanente, le numéro du projet et le numéro de commande sur la facture.
----------------------------	--

Location of work - Endroit des travaux	Call-up cost, GST extra - Coût de la commande, TPS en plus
--	--

Work description - Description des travaux
--

Certified pursuant to subsection 32 (1) of the Financial Administration Act Certifié en vertu du paragraphe 32 (1) de la Loi sur la gestion des finances publiques	
_____	_____
Signature	Date

Departmental Representative - Représentant du ministère	
_____	_____
Signature	Date

PWGSC-TPSGC 2828 (03/2006)



W

Annex F – Work Arising – New Work

Clear Data - Effacer les données



Public Works and Government Services Canada

Travaux publics et Services gouvernementaux Canada

Page 1

Work Arising or New Work Travaux imprévus ou nouveaux travaux

Project No. - N° du projet

File No. - N° de dossier

Contractor's Name Nom de l'entrepreneur	Specification No. and Date N° de spécification et date	Contract Serial No. N° de série du contrat
Vessel - Navire	Customer Dept. - Ministère client	PWGSC1379 Serial No. N° de série TPSGC 1379
Signature	Title - Titre	Date YYYY-MM-DD AAAA-MM-JJ

Specification Item No. Article de spécif. n°	WER No. DET. n°	Description of Work, Labour and Material Detail Description des travaux, de la main-d'oeuvre et des matériaux	Hours Heures	Labour Cost Coût de la main-d'oeuvre	Material Cost Coût du matériel

Remarks - Remarques	Hourly Rate - Taux horaire	Total Labour Cost Coût total de la main-d'oeuvre
		Total Material Cost Coût total du matériel
		Fee - Commission % of material % du matériel
		Sub-Total Sous-total

Contractor - Entrepreneur <input type="checkbox"/> Contract will be completed as scheduled Le contrat sera achevé dans les délais impartis Or specify date: Sinon, précisez la date:	Signature	Tax Taxe	Tax - Taxe
	Title - Titre	Date YYYYMM-DD AAAA-MM-JJ	<b>Total</b> ▶
Customer - Described work technically approved for price negotiated Client - Description des travaux approuvés en principe au prix négocié	Signature	Title - Titre	Date YYYYMM-DD AAAA-MM-JJ
PWGSC - Authority to proceed with work TPSGC - Autorisation d'effectuer les travaux	Signature	Title - Titre	Date YYYYMM-DD AAAA-MM-JJ
PWGSC 1379 Serial No. N° de série TPSGC 1379			WER No. - DET n°

