

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**PWGSC/TPSGC Acquisitions Bid Receiving
Box/Boîte de Réception des Soumissions
Bid Receiving Box/Boîte de Récepti
1st Floor/1^{ère} étage, Suite 1212
100-1045 Main Street
Moncton
New Brunswick
E1C 1H1
Bid Fax: (506) 851-6759**

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 Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Acquisitions NB/PEI (Moncton Office) – Bureau
d'acquisitions N.-B./Î.-P.-É. (Moncton)
1045 Main Street / 1045, rue Main
Moncton
New Brunswick
E1C 1H1

Title - Sujet RISO Janitorial Chemicals and Dispensing Equipment Services	
Solicitation No. - N° de l'invitation W0501-22W005/A	Date 2022-01-05
Client Reference No. - N° de référence du client W0501-22W005	GETS Ref. No. - N° de réf. de SEAG PW-\$MCT-033-6115
File No. - N° de dossier MCT-1-44100 (033)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Standard Time AST on - le 2022-01-25 Heure Normale de l'Atlantique HNA	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Young (MCT), Leesa	Buyer Id - Id de l'acheteur mct033
Telephone No. - N° de téléphone (506)871-1716 ()	FAX No. - N° de FAX (506)851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 5 CDSG Gagetown, LPO SECT BLDG B-10 PO BOX 17000 STN FORCES OROMOCTO New Brunswick E2V4J5 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)	
Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-1-44100

Buyer ID - Id de l'acheteur
MCT033
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include:

Annex A - Requirements
Annex B - Basis of Payment – list of Products
Annex C - Electronic Payment Instruments
Annex D - Complete List of Each Individual who are currently Directors and/or Owners of the Offeror.
Annex E – COVID-19 Vaccination Requirement Certification Form

1.2 Summary

Request for Regional Individual Standing Offer (RISO) for the supply and delivery of janitorial chemicals and dispensing equipment services to the Personnel Support Services Accommodations buildings of the Department of National Defence located in Oromocto New **Brunswick on an as and when requested basis for the period of April 1st, 2022 to March 31st, 2025.**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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](#) (2020/05/28) Standard Instructions - Request for Standing Offers - 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 Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16
M0019T	Firm Price and/or Rates	2007/05/25

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in New Brunswick/Prince Edward Island (NB/PEI) the email address is:

TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

PWGSC Acquisitions, Bid Receiving Box
1st Floor, Suite 1212
100-1045 Main Street
Moncton, NB E1C 1H1

Facsimile number: (506) 851-6759

Email: TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect."

2.3 Former Public Servant

Former Public Servant - Competitive - Offer

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

Definitions

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) 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.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **five (5)** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 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**.

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.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (2 hard copies)
Section II: Financial Offer (1 hard copies)
Section III: Certifications (1 hard copies)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

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

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGystar, etc.)
- 3) Unless otherwise noted, Offerors are encouraged to submit offers electronically. If hard copies are required, Offerors should:

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 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, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013/11/06), Exchange Rate Fluctuation,

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

Prices – items

Offeror **must submit firm prices for all items listed at Annex B.**

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

SACC Manual Clause [M0220T](#) (2016/01/28), Evaluation of Price - Offer

4.2 Basis of Selection

4.2.1 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.2.3 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide prior to issuance of a Standing Offer, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation (Annex E). This Certification incorporated is incorporated into, and forms a binding part of any resulting Contract

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

6.2 Security Requirements

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from April 1st, 2022 to March 31st, 2025.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Leesa Young
Title: Supply Specialist
Public Services and Procurement Canada
Acquisitions Branch
Address: 1045 Main Street, 4th Floor
Moncton, New Brunswick, E1C 1H1
Telephone: (506) 871-1716, Facsimile: (506) 851-6759
E-mail address: leesa.young@pwgsc-tpsgc.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.

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W0501-22W005

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-1-44100

Buyer ID - Id de l'acheteur
MCT033
CCC No./N° CCC - FMS No./N° VME

6.5.2 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.

6.5.3 Offeror's Representative (Offeror please complete)

General Enquiries:

Name: _____

Title: _____

Telephone: _____

E-mail address: _____

Placing orders & Delivery follow-up:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

6.7 Identified Users

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

Department of National Defence
Personnel Support Services Accommodations Buildings
5th Canadian Division Support Base Gagetown
PO Box 17000, Station Forces
Oromocto, New Brunswick
E2V 4J5

6.8 Call-up Procedures

As per Annex A.

6.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

6.11 Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$52,173.91 (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 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.

6.12 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 2010A (2020/05/28), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement
- f) Annex B, Basis of Payment ;
- g) the Offeror's offer dated _____

6.13 Certifications and Additional Information

6.13.1 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.

6.13.2 SACC Manual Clauses

SACC Reference	Section	Date
M3082T	Covid-19 vaccination requirement certification compliance – Standing Offer	2021/11/29

6.14 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 **New Brunswick**.

6.15 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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.

6.1 Statement of Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010A (2020/05/28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2020/05/28) General Conditions will not apply to payments made by credit cards.

6.2.2 Delivery and Unloading

1. Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.
2. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.
3. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

6.2.3 Supplemental General Conditions

4013 (2021/11/29) Respect des mesures, ordres permanents, politiques et règles sur place

L'entrepreneur doit se conformer et s'assurer que ses employés et ses sous-traitants se conforment à toutes les mesures de sécurité, ordres permanents, politiques et règles sur place qui sont en vigueur sur le lieu où le travail est effectué.

6.3 Term of Contract

6.3.1 Period of the Contract

6.3.2 Delivery Date

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

6.4 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: 2019-01 of the Treasury Board Secretariat of Canada.

6.5 Payment

6.5.1 Basis of Payment

Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ _____ insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.5.2 Limitation of Price

SACC Manual clause C6000C (2017/08/17) Limitation of price

6.5.3 Method of Payment

SACC Reference	Section	Date
H1000C	Single Payment	2008/05/12

6.5.4 SACC Manual Clauses

SACC Reference	Section	Date
D0018C	Delivery and Unloading	2007/11/30

6.5.5 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.6 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.
2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.7 Insurance

SACC Manual clause G1005C (2016/01/28) Insurance – No Specific Requirement

6.8 SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2011/05/16
B7500C	Excess Goods	2006/06/16
G1005C	Insurance – No Specific Requirement	2016/01/28

6.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

6.10 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) 5 CDSB Gagetown, Oromocto, New Brunswick) including all delivery charges and customs duties and Applicable Taxes.

ANNEX “A” STATEMENT OF REQUIREMENT

1.1 Purpose

The purpose of this document is to outline, in sufficient detail, the requirements for janitorial chemicals and services needed to maintain a clean, safe, disease free work/living environment in 5 CDSB Gagetown buildings.

1.2 Requirements (Table Items 1 thru 5)

The successful vendor shall provide all janitorial chemicals to appropriately clean and disinfect facilities at all Personnel Support Services Accommodations buildings. These janitorial chemicals shall include a majority of Green Seal or Eco-Logo Certified products. These janitorial chemicals shall be dispensed via the existing Powerfill Select 4+2, 1 Solution system and meet the requirements outlined in Section 1.3 or proven equivalents.

1.3 Janitorial Products

1.3.1 All-purpose cleaner:

Must be a 2 - 4L container for packaging, storage and handling practices. (Table Item 1)

The products shall be Green Seal or Eco-Logo Certified. The product shall be dispensed through a dilution system (section 1.4.1). The product shall have the capability to be applied via spray bottle. The product shall have a wide dilution range to meet multiple cleaning applications. Dilution ratios shall be verified on product label. The product shall have a neutral pH. The product shall be a biodegradable concentrate and be VOC compliant. The product shall work equally well in cold or hot water. The product shall be packaged in a way that prevents spilling, tampering, and contact with chemical.

1.3.2 Neutral floor cleaner:

Must be a 2 -4L container for packaging, storage and handling practices. (Table Item 2)

The product shall be Green Seal or Eco-Logo Certified. The product shall be dispensed through a dilution system (section 1.4.1). The product shall have the capability to be applied via mop bucket and automatic floor scrubber. The product shall have a wide dilution range to meet multiple cleaning applications. Dilution ratios shall be verified on product label. The product shall not leave a soap film. The product shall have a neutral pH. The product shall be a biodegradable concentrate and be VOC compliant. The product shall work equally well in cold or hot water. The product shall be packaged in a way that prevents spilling, tampering, and contact with chemical.

1.3.3 Glass cleaner:

Must be a 2-4L container for packaging, storage and handling practices. ([Table Item 3](#))

The product shall be Green Seal or Eco-Logo Certified. The product shall be dispensed through a dilution system (section 1.4.1). The product shall be applied via spray bottle. The product shall have a wide dilution range to meet multiple cleaning applications. Dilution ratios shall be verified on product label. The product shall have no ammonia and no solvents. Comparative cleaning test results using CSMA DCC09 standards shall be available. The product shall work equally well in hot or cold water. The product shall be packaged in a way that prevents spilling, tampering, and contact with chemical.

1.3.4 Bathroom and Bowl cleaner:

Must be a 2 - 4L container for packaging, storage and handling practices. ([Table Item 4](#))

The product shall be Green Seal or EcoLogo Certified. The product shall be dispensed through a dilution system (section 1.4.1). The product shall have the capability to be applied via spray bottle with foam trigger sprayer, mop bucket, and foaming sprayer gun. The product shall have a wide dilution range to meet multiple cleaning applications. Dilution ratios shall be verified on product label. This product shall be non-abrasive. Comparative cleaning test results conducted using the ASTM D5343 Gardner Scrub Test standards shall be available. The product shall work equally well in hot or cold water. The product shall be packaged in a way that prevents spilling, tampering, and contact with chemical.

1.3.5 Disinfectant:

Must be a 2 - 4L container for packaging, storage and handling practices. ([Table Item 5](#))

The product shall be a hospital grade disinfectant and shall have in excess of 120 kill claims to include but not limited to, COVID 19, H1N1, Hepatitis B, Hepatitis C, HIV-1 (Aids), Herpes (simplex 1 & 2), Human Corona Virus, MRSA, Pseudomonas Aeruginosa, and multiple other bacteria, viruses and fungi. The active ingredients shall be dimethyl benzyl ammonium chloride and dimethyl ethylbenzyl chloride. The product shall be tested at 98% soil load, not the industry standard 5%. The product shall act as a fungicide, virucide, and mildewstat on non-porous, inanimate surfaces. The product shall be dispensed through a dilution system. The product shall work equally well in hot or cold water. The product shall have the capability to be used as a sanitizer by adjusting the dilution rate. The product shall be soluble in water at all dilution rates. The product shall contain no fragrances or dyes. The product shall be packaged in a way that prevents spilling, tampering, and contact with chemical.

1.3.6 Table Items 1 thru 5

All products in section 1.3 shall be packaged in the same container that prevents spilling, tampering, and contact with chemical. These bottles shall be compatible with the dilution system in section 1.4.1. This is to ensure uniformity and fit within predetermined locations in the unit and building facilities.

1.4 Service, Maintenance and Reporting:

1.4.1 Equipment service:

The selected vendor shall provide maintenance inspections of all dispensing equipment (section 1.2) every two weeks and provide any service parts or replacements as necessary. Any dispensers that are empty shall be refilled at that time. A written service report shall be produced detailing the status of each system and the inventory of the chemical concentrates stocked at each system location. The vendor shall provide service for broken equipment within 2 business days of notification by DND.

1.5 Vendor Requirements:

The selected vendor shall meet the following criteria in addition to offering the products and services outlined in 1.1 – 1.6:

- 1) The vendor shall be ISO 9001 certified for quality and ISO 14001 certified for environmental management; and
- 2) The Vendor must provide 3 references.

1.6 Liability for Defective Products:

If broken or damaged goods or materials are received from a supplier, their subsequent re-shipment to the crown shall be at the supplier's own expense. If it is determined following acceptance and during use that the product does not meet the purchase description, standard or specification the contractor shall be required to accept return of the balance of the defective products at his own expense and shall be required to rebate a percentage of the price of the products used based on the extent of the defect.

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ANNEX "B" BASIS OF PAYMENT

TABLE 1

1 YEAR TERM (April 1st, 2022 to March 31st, 2023)

Item	Description	Unit of Issue	Quantity	Price per Unit	Amount
1	All Purpose cleaner (Green Seal or Eco-Logo Certified)	2-4L container	300L per year	\$	\$
2	Neutral floor cleaner (Green Seal or Eco-Logo Certified)	2-4L container	300L per year	\$	\$
3	Glass cleaner (Green Seal or Eco-Logo Certified)	2-4L container	150L per year	\$	\$
4	Bathroom and bowl cleaner (Green Seal or Eco-Logo Certified)	2-4L container	120L per year	\$	\$
5	Disinfectant (Green Seal or Eco-Logo Certified)	2-4L container	120L per year	\$	\$
6	Miscellaneous cleaning/disinfectant items not listed above on an as required basis.				
Total Amount (HST extra):					

Free on board (FOB) to: Oromocto, New Brunswick

TABLE 2

YEAR 2 (April 1st, 2023 to March 31st, 2024)

Item	Description	Unit of Issue	Quantity	Price per Unit	Amount
1	All Purpose cleaner (Green Seal or Eco-Logo Certified)	2-4L container	300L per year	\$	\$
2	Neutral floor cleaner (Green Seal or Eco-Logo Certified)	2-4L container	300L per year	\$	\$
3	Glass cleaner (Green Seal or Eco-Logo Certified)	2-4L container	150L per year	\$	\$
4	Bathroom and bowl cleaner (Green Seal or Eco-Logo Certified)	2-4L container	120L per year	\$	\$
5	Disinfectant (Green Seal or Eco-Logo Certified)	2-4L container	120L per year	\$	\$
6	Miscellaneous cleaning/disinfectant items not listed above on an as required basis.				
Total Amount (HST extra):					

Free on board (FOB) to: Oromocto, New Brunswick

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TABLE 3

YEAR 3 (April 1st, 2024 to March 31st, 2025)

Item	Description	Unit of Issue	Quantity	Price per Unit	Amount
1	All Purpose cleaner (Green Seal or Eco-Logo Certified)	2-4L container	300L per year	\$	\$
2	Neutral floor cleaner (Green Seal or Eco-Logo Certified)	2-4L container	300L per year	\$	\$
3	Glass cleaner (Green Seal or Eco-Logo Certified)	2-4L container	150L per year	\$	\$
4	Bathroom and bowl cleaner (Green Seal or Eco-Logo Certified)	2-4L container	120L per year	\$	\$
5	Disinfectant (Green Seal or Eco-Logo Certified)	2-4L container	120L per year	\$	\$
6	Miscellaneous cleaning/disinfectant items not listed above on an as required basis.				
Total Amount (HST extra):					

Free on board (FOB) to: Oromocto, New Brunswick

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ANNEX “C” ELECTRONIC PAYMENT INSTRUMENTS
to PART 3 OF THE REQUEST FOR STANDING OFFERS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

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ANNEX “D” LIST DIRECTORS AND/OR OWNERS

COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE OFFEROR

Complete Legal Name of Supplier: _____

Supplier Address: _____

Supplier Procurement Business Number (PBN): _____

NOTE TO BIDDERS: WRITE DIRECTORS' AND/OR OWNERS' SURNAMES AND GIVEN NAMES

NAME	JOB TITLE / POSITION

Include additional names on a separate sheet if required.

ANNEX “E” COVID-19 VACCINE DEFINITIONS

Fully Vaccinated - COVID-19 (supplier personnel delivering services in Canada as of October 6, 2021)

Supplier personnel are considered fully vaccinated 14 days after they have either:

- Received both doses of a Health Canada authorized vaccine that requires 2 doses to complete the vaccination series (as of September 16, 2021): Pfizer-BioNTech Comirnaty COVID-19 vaccine, Moderna Spikevax COVID-19 vaccine, or AstraZeneca Vaxzevria COVID-19 vaccine.
- Received mixed dose vaccination series are accepted as long as it aligns with NACI Recommendations on the use of COVID-19 vaccines.
- Received 1 dose of a Health Canada authorized vaccine that only requires 1 dose to complete the vaccination series (as of September 16, 2021): Janssen (Johnson & Johnson) COVID-19 vaccine.
- For current residents of Quebec only, have had a laboratory-confirmed COVID-19 infection followed by at least 1 dose of a Health Canada authorized COVID-19 vaccine.

Definition will be adjusted if and as required when the National Advisory Committee on Immunization (NACI) makes any future recommendations.

Fully Vaccinated - COVID-19 (supplier personnel delivering services outside of Canada as of October 6, 2021)

Supplier personnel are considered fully vaccinated 14 days after they have either:

- Received 1 additional dose of an mRNA vaccine at least 28 days after a complete or incomplete course/series of a non-Health Canada authorized vaccine.
- Met the definition for fully vaccinated in the jurisdiction in which they currently reside.
- Received 3 doses of any COVID-19 vaccine regardless if they are Health Canada authorized vaccines or non-Health Canada authorized vaccines.

Definition will be adjusted if and as required when the National Advisory Committee on Immunization (NACI) makes any future recommendations.

Partially vaccinated

For the purpose of this Policy “partially vaccinated” refers to supplier personnel who have received 1 dose of a Health Canada authorized vaccine, but who have not received a full vaccination series, and do not meet the definition of fully vaccinated.

Personnel

Means all persons employed by the supplier or conducting work for or on behalf of the supplier, including but not limited to, subcontractors, subcontractors’ employees, consultants and agents.

Supplier

For the purpose of this Policy Notification, the term ‘supplier’ includes bidders, contractors, offerors, and suppliers (in the context of Supply Arrangements).

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Vaccination

Vaccination is the term used for receiving a vaccine, usually through an injection.

Vaccine

A vaccine is a substance used to stimulate the immune system and provide immunity against one or several diseases, prepared from the causative agent of a disease, its products, or a synthetic substitute, treated to act as an antigen without inducing the disease.

Workplace

Means a place of work owned or operated by the Government of Canada where employees of the Government of Canada are engaged in work for the Government of Canada.

ANNEX "E" COVID-19 Vaccination Requirement Certification Form

Certification

I, _____ (first and last name), as the representative of
_____ (name of business) pursuant to Contract
_____ (contract number), warrant and certify that all personnel that
_____ (name of business) will provide on this Contract who access
federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19;
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default if a certification is found to be untrue, whether made knowingly or unknowingly, during the contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

This certification supersedes any previous certification submitted to the Government of Canada regarding compliance with the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel under the aforementioned contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose of the Contract and who require access to federal government workplaces where they may come into contact with public servants.