



RETURN OFFERS TO:

Bid Receiving:

EMAIL: Gen-Atl-bidsubmission-
soumission@csc-scc.gc.ca
(10 MB maximum per email)

ONLY offers received by email will be
accepted.

**REQUEST FOR A STANDING
OFFER**

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

Comments:

"THIS DOCUMENT DOES NOT CONTAINS
SECURITY REQUIREMENT"

Vendor/Firm Name and Address:

Telephone #:

Fax #:

Email: _____

GST # or S.I.N. or P.B.N. :

Title: Cleaning and Disinfecting Services for St-John's CCC, NL	
Solicitation N°: 21201-22-3981082	Date: January 17 th , 2022
Client Reference N°: 21201-22-3981082	
GETS Reference N°: PW-22-00982157	
Solicitation Closes: At: 2:00 p.m. On: February 28 th , 2022	Time Zone AST
F.O.B.: Plant: Destination: X Other:	
Address Enquiries to: Jason St-Onge Regional Procurement Officer jason.stonge@csc-scc.gc.ca	
Telephone N°: (506) 851-3093	Fax N°: (506) 851-6327
Destination of Goods, Services and Construction: Multiple as per call-up	
Delivery Required: See herein	Instructions: See herein
Security: This request for a Standing Offer does not include provision for security.	

Name and title of person authorized to sign on behalf of Vendor/Firm:	
_____ Name	_____ Title
_____ Signature	_____ Date
(Sign and return cover page with offer)	



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PART 1 - GENERAL INFORMATION

1. Introduction

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

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

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions, which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

2. Summary

- 2.1 The Correctional Service of Canada (CSC) is looking for a Contractor to provide, as and when requested, enhanced cleaning and disinfecting services for CSC's institutions in response to a suspected or confirmed case of contamination from COVID-19.

CSC will award only one standing offer as part of this request for standing offer process.

2.2 SACC Manual clause M3080T (2021-11-29) – COVID-19 vaccination requirement for Standing Offers

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the offer will render the offer non-responsive.

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, must 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 fifteen (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 impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at [the Office of the Procurement Ombudsman e-mail address](#), by telephone at 1-866-734-5169, or by web at [the Office of the Procurement Ombudsman website](#). For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit [the Office of the Procurement Ombudsman website](#).

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](#) 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 Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2. Submission of Offers

Offerors must submit their offer only to Correctional Service of Canada (CSC) by the date, time and at the email address indicated on page 1 of the request for standing offer.

Due to the nature of the request for standing offer, CSC will not accept offers submitted in hard copy or by facsimile.

CSC recommends that offerors submit their response to the requirements of this request for standing offer in typewritten format.

Offerors must ensure that any handwritten information included in their offer is clearly legible in order to allow CSC to complete the offer evaluation. CSC reserves the right, at its sole and entire discretion, to disregard any handwritten information which it determines to be illegible when



assessing whether offers comply with all of the requirements of the request for standing offer including, if applicable, any and all evaluation criteria.

3. Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

4. Enquiries - Request for Standing Offer

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

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

5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland.

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

CSC requests that offerors provide their offer in separate sections as follows:

Section I: Technical Offer: **one (1) electronic copy in PDF format**

Section II: Financial Offer: **one (1) electronic copy in PDF format**

Section III: Certifications: **one (1) electronic copy in PDF format**

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

Offerors should submit their technical offer and financial offer in two (2) separate documents.

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, the [Policy on Green Procurement](#). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer:

In their technical offer, offerors should explain and demonstrate how they meet the mandatory technical criteria included in Annex E.

Section II: Financial Offer

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

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 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 I: Financial Offer** of **PART 3 – OFFER PREPARATION INSTRUCTIONS** will be declared non-compliant.

Note to offerors: Table Totals will be calculated using the formula(s) in the relevant table in Annex B – Proposed Basis of Payment.

In the event of an error in the addition or multiplication of prices, the unit price will prevail.

2. Basis of Selection

- 1. To be declared responsive, an offer must:
 - a. comply with all the requirements of the Request for Standing Offer; and
 - b. meet all mandatory technical evaluation criteria.
- 2. Offers not meeting (a) or (b) will be declared non responsive.

CSC may award one standing offer as part of this process.

The responsive offer with the lowest overall evaluated price will be recommended for the award of a Standing Offer.

Please note that, for evaluation purposes, CSC will calculate the total offer price by adding together the offeror's estimated total price for the standing offer period and the option year(s).

In the event of a tie regarding the lowest total offer price, CSC will award the Standing Offer to the offeror with the most experience in providing cleaning and disinfecting services for institutional, commercial or industrial buildings.

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 offer 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](#). 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 ten (10) working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the offer.

1.3 Language Requirements - English Essential

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.

1.4 SACC Manual clause M3081T (2021-11-29) – COVID-19 vaccination requirement certification – Standing Offers

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all offerors must provide with their offer, the COVID-19 Vaccination Requirement Certification attached to this RFSO, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, _____ (first and last name), as the representative of _____ (name of business) pursuant to _____ (insert solicitation number), warrant and certify that all personnel that _____ (name of business) will provide on call-up(s) issued against the Standing Offer resulting from this Request for Standing Offers who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19; or
- (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;
- (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 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 Standing Offer and any resulting call-ups (contracts). I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare an Offeror or contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the period of the Standing Offer or call-up (contract). 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 Standing Offer and call-up (contract).

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory 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 for any resulting Contract and who require access to federal government workplaces where they may come into contact with public servants.

1.5 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 - 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 D.

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

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

2. Security Requirement

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 Institutional Access Requirements

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](#) 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 the award to January 31st, 2023 inclusively.



4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for one (1) additional one (1)-year period, from February 1st, 2023 to January 31st, 2024, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority at any time before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Jason St-Onge
Title: Regional Procurement Officer
Correctional Service Canada
Branch/Directorate: Contracting and Material Services
E-mail address: jason.st-onge@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, they are responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Project Authority

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

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

5.3 Offeror's Representative *(to be completed by the Offeror)*

The Authorized Contractor's Representative is:

Name: _____
Title: _____
Company: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail 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: 2019-01](#) 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

- St-John's Community Correctional Centre, 531 Charter Ave, St. John's, NL A1A 1P7

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the Call-up Against a Standing Offer form (PWGSC-TPSGC 942).

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

10. Financial Limitation *(will be completed upon the award of the Standing Offer)*

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$_____ (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

11. Priority of Documents

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

- a) the call-up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), Standing Offers - Goods or Services;
- d) the general conditions [2010C](#) (2021-12-02), Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex D, Insurance Requirements;
- h) the Offeror's offer dated _____ *(will be completed upon the award of the Standing Offer)*.

12. Certifications and Additional Information

12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing



cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

12.2 SACC Manual clause M3082T (2021-11-29) COVID-19 Vaccination Requirement Certification Compliance – Standing Offers

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Offeror fails to comply with such Certification during the period of any resulting Contract (call-up).

Canada will also have the right to terminate any resulting Call-up for default if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Contractor fails to comply with such Certification during the period of the Contract (call-up).

13. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland.

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](#) (2021-12-02), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

2.2 Supplemental General Conditions

4013 (2021-11-29) – Compliance with On-Site Measures, Standing Orders, Policies, and Rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

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: 2019-01](#) 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 Price

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

5.3 Single Payment

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 Electronic Payment of Invoices – Contract

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

- (a) MasterCard Acquisition Card;
- (b) Direct Deposit.

Note to offerors: This clause will be deleted from the Resulting Contract Clauses if the offeror does not accept electronic payment of invoices.

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.



Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract.

Invoices must be distributed as follows:

The original and one copy must be forwarded to the Project Authority identified in the Call-up.

7. Insurance – Specific Requirements

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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

8. Ownership Control

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

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- (b) The Contractor must 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 will have the right to treat this Contract as being in default and terminate the contract accordingly.
- (d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

9. Closure of Government Facilities

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.



Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

10. Tuberculosis Testing

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.

11. Compliance with CSC Policies

The Contractor agrees that its officers, representatives, 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 must obtain all permits and hold all certificates and licenses required for the performance of the Work.

Details on existing CSC policies can be found on the [CSC website](#) or any other CSC web page designated for such purpose.

12. Health and Labour 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 must comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and must 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 must 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 must be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

13. Identification Protocol Responsibilities

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

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 themselves 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.

14. Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [the Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web at [the Office of the Procurement Ombudsman website](#). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit [the Office of the Procurement Ombudsman website](#).

15. Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at [the Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web [the Office of the Procurement Ombudsman website](#). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit [the Office of the Procurement Ombudsman website](#).

16. 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 must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must 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 will have no right in or to that information. The Contractor must 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 will have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.



17. Information Guide for Contractors

Prior to the commencement of any work, the Contractor certifies that its employees or employees of its subcontractors, working under contract for CSC will complete the applicable Module(s) and retain the signed checklist(s) from the CSC “Information Guide for Contractors” website:

www.bit.do/CSC-EN.

18. Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.



ANNEX A – Statement of Work

The Correctional Service of Canada (CSC) requires a Contractor to provide, as and when requested, enhanced cleaning and disinfecting services at the following locations in response to possible contamination from COVID-19;

St-John's Community Correctional Centre, 531 Charter Ave, St. John's, NL A1A 1P7

1. Purpose

The Contractor must provide enhanced cleaning and disinfecting services for CSC's facility, as and when requested, in response to a suspected or confirmed case of COVID-19, in accordance with the recommendations of the Public Health Agency of Canada.

The facilities targeted by this Standing Offer have housed or are currently housing individuals who tested positive for COVID-19. Other facilities have not housed any COVID-19 positive individuals and require cleaning and disinfecting services as a preventive measure.

1.1 Definitions

Cleaning: Is the elimination of dirt and impurities, including microorganisms. Cleaning alone does not kill microorganisms. Cleaning lowers their numbers and the risk of spreading infection (Health Canada, 2020a).

Cleaning and disinfecting service: Cleaning and disinfecting is a two-step process – cleaning is always done BEFORE disinfecting. However, both steps are considered part of one and the same service.

Cleaning product: Product used to break down grease and remove organic material from a surface. Cleaning products must be used to clean a surface, before using a disinfectant product.

Contractor's employee: Employee of the Contractor that, by his knowledge, training and experience, has the required qualifications to provide cleaning and disinfecting services.

CSC facilities: Any institution located in a CSC site, belonging to CSC, and any other building or premises used by CSC other than in a CSC site.

CSC Representative: Any CSC employee or individual designated by the Technical Authority to oversee or monitor cleaning and disinfecting services.

Disinfecting: Operation with a temporary result that eliminates or kills microorganisms or inactivates undesirable viruses carried by contaminated inert environments. This process is generally performed using liquid chemical products or wet pasteurization. Disinfecting does not clean dirty surfaces, but by killing germs, it decreases the risk of spreading infection.

Disinfectant product: Chemical product that kills most germs, including bacteria, fungi and viruses. Disinfectant products must be applied after the surface has been cleaned.

High-touch surfaces: Surfaces that have frequent contact with hands, including but not limited to doorknobs, light switches, faucets and wall areas around toilets.

Low-touch surfaces: Surfaces that have minimal contact with hands, including but not limited to walls, ceilings and mirrors.

Personal protective equipment (PPE): Clothing or equipment worn by cleaning and disinfecting workers for protection against hazards including but not limited to disposable coveralls, gloves, protective eye wear, respirators.



1.2 Performance Standards

The Contractor must perform all work in accordance with the following standards and recommendations, and any other standards and recommendations related to COVID-19 issued by Canadian health and safety authorities during the course of the standing offer, including but not limited to Health Canada, the Public Health Agency of Canada, Canadian Standards Association, the Canadian Centre for Occupational Health & Safety:

- 1.2.1 Public Health Agency of Canada, Cleaning and disinfecting public spaces: <https://www.canada.ca/en/public-health/services/publications/diseases-conditions/cleaning-disinfecting-public-spaces.html>
- 1.2.2 Health Canada, Hard-surface disinfectants and hand sanitizers: <https://www.canada.ca/en/health-canada/services/drugs-health-products/disinfectants/covid-19.html>
- 1.2.3 Health Canada, List of disinfectants with evidence for use against COVID-19 : <https://www.canada.ca/en/health-canada/services/drugs-health-products/disinfectants/covid-19/list.html>
- 1.2.4 Canada Occupational Health and Safety Regulations.
- 1.2.5 Canadian Centre for Occupational Health and Safety. *Sanitation and Infection Control for cleaning Staff.*
- 1.2.6 Workplace Hazardous Materials Information System (WHMIS) / Health Canada.
- 1.2.7 Material Safety Data Sheet (MSDS).
- 1.2.8 CSA standard Z317.12;20 Cleaning and Disinfecting of Health Care Facilities

The Contractor must use disinfectant products approved for hospital use, found to be effective virucides for coronavirus and registered by Health Canada (<https://www.canada.ca/en/health-canada/services/drugs-health-products/disinfectants/covid-19.html>).

2. Scope of Work

The Contractor must provide cleaning and disinfecting services, as and when requested, in accordance with the Public Health Agency of Canada and Health Canada and other Canadian health and safety authorities' standards and recommendations as applicable, the requirements of the Statement of Work, and the tasks specified in each call-up.

The Contractor must be available to provide cleaning and disinfecting services, and provide a telephone number and email address where they can be reached twenty-four (24) hours a day, seven (7) days a week. CSC will detail the specific needs of a facility and tasks required in each call-up issued to the Contractor as part of this standing offer.

The Contractor must use cleaning and disinfecting products and all accessories to perform the required task provided by Correctional Service Canada, in accordance with this Statement of Work.

The Contractor must provide all personal protective equipment (PPE) in sufficient quantities for its employees.

3. Description of Work

The Contractor must provide cleaning and disinfecting services for CSC facilities in compliance with all applicable federal, provincial, territorial or municipal laws and regulations, and in accordance with Public Health Agency of Canada and Health Canada and other Canadian health and safety authorities' standards and recommendations.

CSC will provide a description of the specific aspects of a site in each call-up issued to the Contractor.



3.1 Awarding of a call-up

When a CSC facility requires cleaning and disinfecting, the Technical Authority will send a brief description of the required services to the Contractor. This description will include, but is not limited to, the following:

- Period of time for which the services are requested;
- Times when the services must be performed;
- Weekly service frequency;
- Description of areas concerned.

The Technical Authority will send the description to the Contractor by phone or email.

The Contractor must respond to the call or email from the Technical Authority within twenty-four (24) hours.

The Technical Authority may ask the Contractor to perform a site visit and produce an estimate for a particular task or new requirement. The Contractor may bill the time required for the visit at the regular-time hourly rate. Once the Contractor has submitted his estimate for the work required, the Project Authority or designate must authorize the work by issuing a call-up against a standing offer (PWGSC-TPSGC 942) to the Contractor.

The Contractor must advise the Technical Authority when 75% of the work has been completed. Should the Contractor anticipate exceeding the level of effort (hours) indicated in the call-up, he must inform the Technical Authority as soon as possible.

3.2 Work performance deadlines

For non-urgent requests, the Contractor must start the cleaning and disinfecting work within two (2) days after being issued a request, or in compliance with the start date indicated by the Technical Authority in each request.

3.3 Areas to be disinfected

CSC may ask that the Contractor clean and disinfect the areas that include, but are not limited to, the following. This list is neither exhaustive nor complete. The Technical Authority may remove any area from this list and add any other area of the institution requiring cleaning and disinfecting services and define the associated tasks and other requirements.

The Technical Authority may request that the Contractor provide site cleaning and disinfecting according to a defined schedule. The Contractor must comply with this schedule. The Technical Authority will specify the frequency of cleaning and disinfecting required for the various surfaces in the schedule.

3.3.1 Sanitary areas

The Contractor must first clean, and then disinfect all high-touch surfaces, furniture, accessories or equipment, or any other surface likely to be contaminated, including but not limited to the following

- Frames, doors, doorknobs, switches and thermostats;
- Sinks and faucets;
- Counters ;
- Toilet flush handles, seats and bowls, as well as urinals;
- All accessories (including but not limited to paper towel dispensers, soap dispensers, toilet paper dispensers, sanitary product dispensers, mirrors) in the room. The Contractor must resupply all sanitary and paper products after completing cleaning and disinfecting ;



- Showers, where applicable;
- Garbage cans, which the Contractor must empty prior to cleaning and disinfecting;
- Walls and partitions; and
- Floors, using a wet mop on all surfaces.

3.3.2 Dining areas

The Contractor must first clean, and then disinfect all high-touch surfaces, furniture, accessories or equipment, or any other surface likely to be contaminated, including but not limited to the following:

- Frames, doors, doorknobs, switches and thermostats;
- All other high-touch surfaces, including drawer and cupboard handles, refrigerator and microwave door handles, toasters, kettles and coffee makers;
- All surfaces of electric appliances;
- All accessories (including but not limited to paper towel dispensers and soap dispensers,) in the area. The Contractor must resupply all sanitary and paper products after completing cleaning and disinfecting;
- Furniture, including benches, chairs and tables;
- Sinks, faucets and countertops;
- Walls; and
- Floors, using a wet mop on all surfaces.

3.3.3 Bedrooms

The Contractor must first clean, and then disinfect all high-touch surfaces, furniture, accessories or equipment, or any other surface likely to be contaminated Including but not limited to the following,:

- Frames, doors, doorknobs, switches and thermostats;
- Sinks and faucets;
- Toilet flush handles, seats and bowls, as well as urinals;
- Commode chairs, whether single use or multiple use, including the receptacle and guard as well as the armrests and seat;
- All hard-surfaced furniture (including but not limited to night tables, chairs and rolling bed tables);
- All mattress sides and vinyl or plastic mattress protectors;
- All headboards, footboards, bedrails, bed legs, call bells and beds. The Contractor must pay particular attention to visibly soiled areas and surfaces touched regularly by staff and inmates;
- All accessories (including but not limited to paper towel dispensers, soap dispensers, toilet paper dispensers, sanitary product dispensers, mirrors). The Contractor must resupply all sanitary and paper products after completing cleaning and disinfecting;
- The inside and outside of the inmate's cabinet or locker;
- Walls; and
- Floors, using a wet mop on all surfaces.

3.3.4 Health Care centres

The Technical Authority will provide the particular requirements of each area of health care centres in each request in each call-up, as applicable.



3.3.5 Vestibules and waiting rooms

The Contractor must first clean, and then disinfect all high-touch surfaces, furniture, accessories or equipment, or any other surface likely to be contaminated, including but not limited to the following::

- Frames, doors, doorknobs, switches and thermostats;
- All other high-touch surfaces, such as drawer and cupboard handles, door frames next to the doorknobs, and switches;
- Inside and outside door glass;
- Furniture, including benches, chairs and tables;
- Walls; and
- Floors, using a wet mop on all surfaces.

3.3.6 Administrative offices

The Contractor must first clean, and then disinfect all high-touch surfaces, furniture, accessories or equipment, or any other surface likely to be contaminated, including but not limited to the following:

- Frames, doors, doorknobs, switches and thermostats;
- All other high-touch surfaces, such as drawer and cupboard handles, door frames next to the doorknobs, and switches;
- Telephones, keyboards and computer mice, where applicable;
- Inside and outside door glass;
- Furniture, including benches, chairs and working surfaces;
- Walls; and
- Floors, using a wet mop on all surfaces.

4. Disinfecting Work

The Contractor must disinfect the areas mentioned in each request including any area and/or sector of the institution, according to the requirements the Technical Authority describes in each call-up.

The Contractor must provide qualified labour, cleaning and disinfecting products and the equipment required to perform the work in accordance with the Statement of Work and each call-up.

The Contractor must ensure that all materials and equipment brought to CSC sites are clean, disinfected, and in proper working condition.

4.1 Management of Contractor's employees

The Contractor is responsible for providing its employees with all applicable and necessary education and training.

The Technical Authority may require removal of any of the Contractor's employees assigned to cleaning and disinfecting if they feel the employees do not have the necessary knowledge and training to perform the services. The Contractor must immediately comply with the request and assign a new employee to the cleaning and disinfecting work.

The Contractor is responsible to ensure that its employees assigned to the work have no symptoms or any sign of illnesses that could be transmitted in the performance of the work.

The Contractor must require its employees to comply with the self-isolation measures of public health organizations in the province where the services are provided.



The Contractor must provide its employees with all necessary personal protective equipment (PPE) to ensure their protection during performance of the work. The Contractor must train its employees on how to properly use and dispose of the PPE.

The PPE the Contractor must provide its employees includes, but is not limited to, the following:

- i. disposable gloves;
- ii. face covering (non-surgical mask), surgical mask or N95 mask;
- iii. eye protecting equipment;
- iv. disposable or washable smocks; and
- v. disposable or washable overalls.

The Contractor must ensure its employees pay particular attention to the following when using PPE:

- i. using the proper way to put on and take off various equipment;
- ii. the frequency at which they must replace each type of PPE; and
- iii. the proper way to dispose of or wash the equipment.

See section 10.3 of the Statement of Work for more details on proper PPE disposal.

The Contractor must provide its employees with any additional and specific PPE required based on the cleaning/disinfectant products being used and the manufacturer's Safety Data Sheets (SDS).

The Contractor and its employees must always have a recent photo identification card, such as a provincial driver's licence when entering an institution's perimeter, for identification purposes.

The Contractor must make sure to notify its employees that it is strictly forbidden to remove from CSC premises anything that does not belong to them, including found items.

CSC Departmental Security staff reserve the right to conduct searches of any packages, equipment or containers belonging to the Contractor, its employees, as well as their storage facilities (lockers or locker rooms) in CSC premises

The Contractor must ensure that its employees comply with the regulations relating to privacy and confidentiality of information, including information on CSC buildings, and any other written or verbal information.

5. Effective Work

5.1 Competency

The Contractor must provide necessary training to employees that will be performing the cleaning and disinfecting services. This training must include, but is not limited to, the following:

- Cleaning procedures/practices;
- Cleaning and disinfecting in accordance with its requirements and standards;
- Tool usage;
- Disinfectants and hazardous chemicals
 - How to handle and use these chemicals properly;
 - Hazards of chemicals;
 - Measures workers must use to protect themselves;
 - WHMIS training or OSHA Hazard Communication Standard.
- Antimicrobial applications of the products being used including manufacturer's instructions;
- Personal protective equipment.



The Contractor must ensure employees assigned to cleaning and disinfecting tasks know how to use personal protective equipment (PPE) and know the Workplace Hazardous Materials Information System (WHMIS).

5.2 Instructions

The Contractor must submit any questions related to the technical aspects of the work to the Technical Authority.

5.3 Restrictions

The Contractor's employees must not, under any circumstances, communicate with inmates, inconvenience the building occupants or CSC employees. The Technical Authority will ensure the Contractor's employees are not inconvenienced by inmates, the building occupants or CSC employees. The Contractor must notify the Technical Authority immediately if his employees are encountering such problems.

The Contractor's employees must not move any paper, document or object left on desks or other furniture. The Contractor's employees must not open the drawers of desks, filing cabinets or other furniture under any circumstances whatsoever.

The Contractor must advise its employees that touching security materials (including, but not limited to weapons, ammunition, handcuffs) is strictly prohibited.

The Contractor must not, under any circumstances, place chairs, wastebaskets and other objects on desks or tables unless the desks or tables are covered with a suitable protective cloth. Under no circumstances are the Contractor's employees to use office equipment, including but not limited to tables, filing cabinets and chairs as scaffolding to perform work or for any other purpose. In addition, the Contractor's employees must never use phones or other items left on desks for personal purposes, and must never unplug electrical, computer and telephone devices at any time.

The Contractor must be careful not to disrupt the building activities. It must perform its work according to the schedule included in the request in the call-up, allowing for building activities to run smoothly.

6. Work Methods

6.1 General information

The Contractor must perform all work requiring the use of alkaline products with the necessary precautions, and ensure that the cleaned and disinfected surfaces have been neutralized at the end of the work.

The Contractor must use appropriate products in accordance with the manufacturer's instructions and not mix together cleaning products or disinfectants.

The Contractor must pay particular attention to the time each cleaning and disinfecting product must remain in contact with a surface to ensure its effectiveness.

6.2 Prohibition from unlocking doors

The Contractor's employees must not unlock doors for anyone under any circumstances. If necessary, they must refer anyone seeking access to the Technical Authority or designate.



7. Found Objects

The Contractor's employees must hand over any objects found to the Technical Authority or designate.

8. Breaks and Defects

8.1 Breaks

The Contractor must notify the Technical Authority, as soon as possible, of any damages caused, accidentally or not, by its employees.

8.2 Defects

During cleaning and disinfecting, the Contractor's employees must note defects in the equipment or building and report them to the Technical Authority.

9. Standardized Requirements for Sanitary Maintenance Quality

9.1 Quality Management

The Technical Authority will implement the quality management process below in order to monitor the quality of cleaning and disinfecting services.

9.1.1 Quality control for the services

The Technical Authority will inspect the premises on their own or jointly with the Contractor at the discretion of the Technical Authority. The Technical Authority will provide a summary of the inspection indicating whether tasks were completed in a satisfactory or unsatisfactory manner to the Contractor following the inspection. The Contractor must take the necessary corrective action for any item determined to be unsatisfactory to ensure it meets the requirements outlined in the Statement of Work and any call-up.

10. Particular conditions

10.1 Logbook and timesheet

CSC will set up visit forms that will be clearly visible at reception. The Contractor and its employees must sign these forms each time they enter and leave the institution, including indicating the date and time. Any Contractor employee who leaves the institution and returns, must sign these forms once again.

The Contractor's employees must complete a work sheet at the end of each work day. The Contractor's employees must obtain the CSC representative's signature to ensure the document is correct and valid. The Technical Authority and the Contractor's employees must each keep a copy of the work sheet.

The number of hours the Contractor's employees indicate on the work sheet must correspond to productive work hours only. Any waiting time incurred by the Contractor or its employees and caused by CSC's operational needs can be considered as time worked and billed accordingly.

As the various sites must keep the cleaning and disinfecting logs up to date, the Contractor must clearly and completely fill out the cleaning or disinfecting checklists or any other documents as requested by the Technical Authority.



The Contractor must ensure that its employees complete the cleaning and disinfecting logs in the various sectors, areas and components at the frequency the Technical Authority requires.

10.2 Checking the Doors, Windows and Faucets

At all times, the Contractor must take the necessary measures to ensure that no doors, windows or faucets in any area where the contractor is providing cleaning and disinfecting services are unlocked or open when its employees are absent from the area.

10.3 Waste

The Contractor and its employees must discard disposable cleaning items and PPE that are contaminated (e.g. mop heads, cloths, etc.) in a lined waste bag before being disposed of with regular waste.

The Technical Authority will allow the Contractor to dispose of cleaning and decontamination waste at the waste collection locations on CSC premises, according to the instructions issued by the Technical Authority. The Contractor must follow the Technical Authority's instructions regarding restrictions associated with the disposal of waste.

It is forbidden for the Contractor to dispose of waste, volatile materials, mineral spirits, oil, paint thinner or any other waste material in storm or sanitary sewers or in waterways on CSC premises. The Contractor must dispose of these materials in accordance with the *Canadian environmental Protection Act (1999)*.

10.4 Language of Work:

The Contractor must perform all work in English.



ANNEX B – PROPOSED BASIS OF PAYMENT

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

1. Services Provided with Fixed Hourly Rates:

For services requested by Canada, Canada will pay the Contractor up to the Maximum Price, for actual time worked in accordance with the firm all-inclusive hourly rates set in this Annex, Applicable Taxes extra.

**Location:
Newfoundland**

Institution Name	Institution Street Address
St.John's CCC	531 Charter Avenue, St. John's, NL A1A 1P7

Initial Standing Offer period : From standing offer award until to January 31, 2023

Item	Description	Estimated quantity of hours	Hourly rate	Estimated price (Estimated quantity of hours x hourly rate)
1.1	Provision of cleaner for disinfection services as described in Annex A, Statement of Work, during normal working hours (between 7:00 and 16:59, Monday to Friday).	640	\$	\$
1.2	Provision of cleaner for disinfection services as described in Annex A, Statement of Work, outside normal working hours (between 17:00 and 6:59 from Monday to Friday, and during weekends and holidays).	160	\$	\$
Estimated total price:				\$

2. Options to Extend the Standing Offer Period:

Subject to the exercise of the option to extend the Standing Offer period in accordance with Article 4.2 Extension of Standing Offer of the original Standing Offer, Options to Extend the Standing Offer, the Contractor will be paid the firm all inclusive Hourly Rates, in accordance with the following tables, Applicable Taxes extra, to complete all Work and services required to be performed in relation any call-up issued as a result of the Standing Offer extension.



St-John's CCC : Optional Year Period: February 1, 2023 to January 31, 2024

Item	Description	Estimated quantity of hours	Hourly rate	Estimated price (Estimated quantity of hours x hourly rate)
1.1	Provision of cleaner for disinfection services as described in Annex A, Statement of Work, during normal working hours (between 7:00 and 16:59, Monday to Friday).	640	\$	\$
1.2	Provision of cleaner for disinfection services as described in Annex A, Statement of Work, outside normal working hours (between 17:00 and 6:59 from Monday to Friday, and during weekends and holidays).	160	\$	\$
Estimated total price:				\$

Fees and expenses :

CSC will only pay those expenses invoiced at the hourly rates submitted above. The hourly rates submitted above include everything necessary to perform the work, in accordance with the required services, as described in Annex A, Statement of Work and each call-up. This includes, but is not limited to: administrative fees and expenses, profit, travel time and travel and living expenses of the Contractor and their personnel, supplies and equipment and any other expenses necessary to provide the services.

CSC will only pay those for hours actually worked by the Contractor at the institutional site. Hourly rates apply to on-site productive work time (time during which the contractor is providing disinfection services on site) and will be calculated based on the Contractor's approved arrival time and the actual time work was completed at the institutional site. Hourly rates do not apply to travel time, lunch times and breaks. CSC will not pay the Contractor for travel time to the institutional site, or travel time from one institutional site to another.

3. Applicable Taxes

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.

The estimated Applicable Taxes of \$ *will be completed upon the award of the Standing Offer* 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. Electronic Payment of Invoices – Offer

Canada requests that Offerors 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:

() MasterCard Acquisition Card;

() Direct Deposit (Domestic and International);

2. () Electronic Payment Instruments will not be accepted for payment of invoices.

The Offeror is not obligated to accept payment by Electronic Payment Instruments.

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



ANNEX D – INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The 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. 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

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 E – MANDATORY CRITERIA

Supplier: _____

Mandatory Evaluation Criteria

- Offers **MUST** meet all of the following mandatory requirements. Offers must be supported by proper and adequate detail, particularly where a mandatory item requires supporting evidence. **Those not meeting all of these mandatory requirements will be given no further consideration.**
- The mandatory evaluation criteria are:

ATTENTION OFFERORS: WRITE THE RELEVANT PAGE NUMBER(S) FROM YOUR OFFER WHICH ADDRESSES THE REQUIREMENT BESIDE THE CRITERIA BELOW.

Item.	Requirement	Page #	FOR EVALUATION PURPOSES ONLY		
			Met	Not Met	Comments
1.	Provide proof that bidder has an account in good standing with the applicable provincial Worker’s Compensation Board/Commission.				
2.	Provide a copy of company Commercial General Liability Insurance.				
3.	The contractor must have cleaners based on an office located in Newfoundland. The contractor to provide office address and quantity of cleaners working from that location.				
4.	The contractor must have experience in providing cleaning services for public or private organizations in a COVID-19 positive case environment. Bidders must provide the following details as to how the stated experience was obtained; 1. Name of current client and contact information. 2. Details about the work performed by the cleaners.				

Mandatory Requirements: **Passed** _____ **Failed** _____

Evaluation Team

Department	Evaluator’s Name (Print)	Signature	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____