

**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des soumissions - TPSGC**

11 Laurier Street / 11, rue Laurier  
Place du Portage, Phase III  
Core 0A1 / Noyau 0A1

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**Revision to a Request for a Standing Offer**

**Révision à une demande d'offre à commandes**

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

**Comments - Commentaires**

There is a security requirement associated with this requirement

**Vendor/Firm Name and Address**

**Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Procurement Strategies Division / Division des stratégies d'acquisition

11 Laurier St. / 11, rue Laurier

Place du Portage, 11C1

Phase III, Tower C

Gatineau

Quebec

K1A 0S5

<b>Title - Sujet</b> Temporary Help Services	
<b>Solicitation No. - N° de l'invitation</b> E60ZN-110002/D	<b>Date</b> 2013-04-24
<b>Client Reference No. - N° de référence du client</b> E60ZN-110002	<b>Amendment No. - N° modif.</b> 001
<b>File No. - N° de dossier</b> 002zn.E60ZN-110002	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ZN-002-25974	
<b>Date of Original Request for Standing Offer</b> Date de la demande de l'offre à commandes originale 2013-04-17	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-12-31</b>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Riley, Stephanie	<b>Buyer Id - Id de l'acheteur</b> 002zn
<b>Telephone No. - N° de téléphone</b> (819) 956-1678 ( )	<b>FAX No. - N° de FAX</b> (819) 997-2229
<b>Delivery Required - Livraison exigée</b>	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> AS SHOWN IN THE RESULTING CALL-UPS	
<b>Security - Sécurité</b> This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Acknowledgement copy required</b>	<b>Yes - Oui</b>	<b>No - Non</b>
<b>Accusé de réception requis</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
<b>For the Minister - Pour le Ministre</b>		

Solicitation No. - N° de l'invitation

E60ZN-110002/D

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

002zn

Client Ref. No. - N° de réf. du client

E60ZN-110002

File No. - N° du dossier

002znE60ZN-110002

CCC No./N° CCC - FMS No/ N° VME

---

See attached RFSO document

**REQUEST FOR STANDING OFFER (RFSO)**

**Temporary Help Services  
For  
Public Works and Government Services Canada Identified Users  
in the National Capital Area**

## TABLE OF CONTENTS

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

1. Introduction
2. Summary
3. Security Requirement
4. Debriefings
5. Key Terms

### **PART 2 - OFFEROR INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws
5. On-Going Opportunity for Qualification

### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

1. Offeror Preparation Instructions
2. Payment by Credit Card
3. Technical Response Template
4. Multiple Offers

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer
2. Additional Certifications Precedent to Issuance of a Standing Offer

### **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

1. Security Requirement
2. Financial Capability
3. Insurance Requirements

Attachment 1 to Part 3 - RFSO Technical Response Template

Attachment 1 to Part 4 - Mandatory Evaluation Criteria

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

### **A. STANDING OFFER**

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Identified Users
7. On-Going Opportunity for Qualification
8. Price Revision
9. Call-up Procedures
10. Call-up Instrument
11. Limitation of Call-ups
12. Financial Limitation
13. Priority of Documents
14. Certifications
15. SACC Manual Clauses
16. Applicable Laws
17. Official Languages
18. On-Going Qualification Requirements
19. Suspension or Cancellation of Qualification by Canada
20. Protocol and Standards
21. Aboriginal Business Certification
22. Joint Venture
23. Delivery Requirements Outside CLCSAs
24. Environmental Considerations
25. Environmental Properties Behaviour Recommended

### **B. RESULTING CONTRACT CLAUSES**

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. Insurance Requirements
7. SACC Manual Clauses

Annex "A" - Requirement

Annex "B" - Basis of Payment

Annex "C" - Generic Security Requirements Check Lists (SRCLs)

Annex "D" - Protocol and Standards for THS Applicable to Identified Users and Suppliers

Annex "E" - Basic Standards for Testing the Office Support Classifications (Stream 1)

Annex "F" - Insurance Requirements

Annex "G" - THS Quarterly Usage Report Template

Annex "H" - THS Form-Request for Availability of THS Resources for a resulting Call-up

## **PART 1 - GENERAL INFORMATION**

### **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 instruction clauses and conditions applicable to the RFSO;

**Part 3:** Offeror 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: includes the certifications to be provided;

**Part 6:** Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and

**Part 7:** 7A, Standing Offer, and 7B, Resulting Contract Clauses:

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

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

The attachments include:

Attachment 1 to Part 3 - RFSO Technical Response Template

Attachment 1 to Part 4 - Mandatory Evaluation Criteria

The annexes include:

Annex "A" - Requirement

Annex "B" - Basis of Payment

Annex "C" - Generic Security Requirements Check Lists (SRCLs)

Annex "D" - Protocol and Standards for THS Applicable to Identified Users and Suppliers

Annex "E" - Basic Standards for Testing the Office Support Classifications (Stream 1)

Annex "F" - Insurance Requirements

Annex "G" - THS Quarterly Usage Report Template

Annex "H" - THS Form-Request for Availability of THS Resources for a resulting Call-up

### **2. Summary**

- (i) Public Works and Government Services Canada (PWGSC) invites interested Offerors to respond to the Request for Standing Offers (RFSO) for the provision of Temporary Help Services (THS) to be provided for the National Capital Area (NCA).

This solicitation is an opportunity for:

- Offerors who have a Standing Offer issued under RFSO no. E60ZN-110002/A, E60ZN-110002/B, but did not bid under E60ZN-110002/C to submit a new offer to qualify to provide services described in the Standing Offer.

- Offerors who have a Standing Offer issued under RFSO no. E60ZN-110002/C to submit a new offer to qualify for additional classifications, streams and/or sub-streams to be added to its Standing Offer; and
- New Offerors for THS in the NCA to submit an offer to qualify to provide the services described in the Standing Offer.

This solicitation will also provide an opportunity for Offerors who are issued a SO under this solicitation (RFSO no. E60ZN-110002/D) to qualify for additional classifications, streams and/or sub-streams to be added to its Standing Offer.

An SO is not a Contract and does not commit PWGSC to procure or contract for any goods, services or both.

Any resulting SO constitutes an Offer made by an Offeror for the provision of certain services to Canada at prearranged prices, under set terms and conditions, that is open for acceptance by one or more Identified User(s) on behalf of Canada during a specified period of time.

A separate contract is formed each time a call-up for the provision of services is made against a SO. When a call-up is made, it constitutes an unconditional acceptance by Canada of the Offeror's Offer for the provision, to the extent specified in such call-up, of the services described in the SO. Canada's liability will be limited to the actual value of the call-ups made in accordance with the SO by the duly authorized Identified User(s) within the period specified in the call-up

THS includes five (5) streams of services;

Stream 1	Office Support
Stream 2	Administrative Services
Stream 3	Operational Services
Stream 4	Technical Services
Stream 5	Professional Services

- (ii) The RFSO is for the provision of THS to any Canadian Government Department, Departmental Corporation or Agency in the National Capital Area, as identified in Schedules I, I.1, II, III, IV or V of the Financial Administration Act (FAA).
- (iii) The requirement is subject to the provisions of the Agreement on Internal Trade (AIT) only; it is excluded from the North American Free Trade Agreement (NAFTA) and is not covered under the World Trade Agreement on Government Procurement (WTO-AGP).
- (iv) There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Insurance Requirements, and Part 7A, Standing Offer.
- (v) The requirement is limited to Canadian goods and/or services.
- (vi) The resulting SOs are not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be submitted to the Department of Public Works and Government Services for individual processing.
- (vii) This procurement, in whole or in part, may be designated by one or more Identified Users as set-aside for aboriginal business under the federal government's Set-aside Program for Aboriginal Business (SPAB).

Pursuant to the Agreement on Internal Trade (AIT) Article 1802: Aboriginal Peoples, the AIT does not apply to any measure adopted or maintained with respect to Aboriginal peoples. AIT does not apply to a procurement that is restricted to Aboriginal businesses under PSAB.

- (viii) Any resulting call-up may require that the services be performed in one or the other of Canada's Official Languages.
- (ix) A permanent notice has been posted on the Government Electronic Tendering Service (GETS) for the duration of the Period of the Standing Offer to allow new offerors to become qualified. Existing qualified offerors who have been issued a standing offer under RFSO no. E60ZN-110002/C, are not required to submit a new offer but may qualify for classifications, streams and/or sub-streams for which they are not already qualified.
- (x) Pursuant to section 01 of Standard Instructions 2006 and 2007, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form and related documentation.
- (xi) As long as the permanent notice for this RFSO remain posted on MERX, Standing Offer will be issued to all offerors that meet the qualification requirements of this RFSO.

### 3. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6, Security, Financial and Insurance Requirements, and Part 7, Standing Offer and Resulting Contract Clauses.

### 4. Debriefings

After issuance of a standing offer, 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.

### 5. Key Terms

**National Capital Area (NCA):** means the Regional municipality of Ottawa-Carleton boundary in the Province of Ontario and the Outaouais Regional Community in the Province of Quebec.

**Qualified Offerors:** means an Offeror is a Offeror who meets a requirement specific criteria for a call-up under this SO (i.e. the classification, level of expertise, security, language).

**Request for Availability (RFA)** - Recommended template that Canada can use to request the availability of THS resouces from Offerors for a specific requirement.

## **PART 2 - OFFEROR INSTRUCTIONS**

### **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 (2013-03-21) 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, is amended as follows:

Delete: sixty (60) days

Insert: two hundred and twenty (220) days

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

M9033T (2011-05-16) Financial Capability

#### **1.2 Set-aside for Aboriginal Business**

- a) This procurement in whole or in part, may be set aside for Aboriginal business under the federal government's Set-aside Program for Aboriginal Business. In order to be considered as an Aboriginal Business, Offerors must complete and sign the Aboriginal Business Certification in Part 5 - Certifications.
- b) By executing the certification, the Offeror warrants that it is an Aboriginal business as defined in the Set-aside Program for Aboriginal Business.

### **2. Submission of Offers**

Offers must be submitted only to Public Works and Government Services (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

### 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than fifteen (15) calendar days before the closing dates specified in article 5.2 RFSO Schedule of Cycles for Qualification. Enquiries received after that time may not be answered.

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

### 4. Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

### 5. On-Going Opportunity for Qualification

A notice has been posted on the GETS for the duration of the Standing Offer Period to allow new offerors to become qualified and to allow existing offerors, who have been issued a standing offer to qualify for classifications, streams and/or sub-streams for which they are not already pre-qualified. No existing Offeror will be removed from the qualified offeror list because of the addition of new Offerors.

#### 5.1 Cycles for Qualification

Canada reserves the right to conduct the evaluation of offers in cycles, not less than quarterly. That is, Canada may collect offers received over a calendar year quarter, in order to conduct the evaluation of all those offers concurrently as part of a single cycle of qualification.

#### 5.2 RFSO Schedule of Cycles for Qualification

Quarterly Evaluation Periods:

Quarter	Closing Date:	Time of Closing	Evaluation Period
Q1	June 28	02:00 PM Eastern Daylight Time (EDT)	June 29 to September 30
Q2	September 30	02:00 PM Eastern Daylight Time (EDT)	October 1 to December 31
Q3	December 31	02:00 PM Eastern Standard Time (EST)	January 1 to March 28
Q4	March 28	02:00 PM Eastern Daylight Time (EDT)	March 29 to June 28

### **5.3 Failure to Qualify**

Canada will notify all offerors that fail to qualify and identify the reason their proposal has been declared non-responsive. From the time a notice is sent to an offeror, the offeror will have up to the 6 months provided that their original bid expiry has not lapsed to modify and re-submit for re-evaluation the elements required for the classifications, streams and/or sub-streams for which the offeror wishes to qualify. Provided the offeror, advises PWGSC, within such period, that it now considers its proposal complete, PWGSC will conduct the re-evaluation in accordance with the RFSO Schedule of Cycles for Qualification subject to all provisions of the RFSO.

**5.4 Certification Component:** The RFSO On-going Opportunity for Qualification will require both new and Existing Offerors to submit new certifications.

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **1. Offer Preparation Instructions**

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

Section I: Technical Offer - two (2) hard copies and two (2) soft copies on CD or USB

Section II: Financial Offer - to be entered in the THS Online System once Standing Offers are issued

Section III: Certifications - (2 hard copies)

If there is a discrepancy between the wording/data of the soft copy and the hard copy, the wording/data of the hard copy will have priority over the wording/data of the soft copy.

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 Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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 propose to meet the requirements and how they will carry out the Work.

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

Offerors must submit their financial offer in accordance with Annex "B" - Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Offerors must submit their financial offer when they input their first weekly price revision into the THS Online System once the Standing Offers (SO's) are issued.

Offerors must submit into the THS Online System, new firm hourly rates for the classification of personnel and level of expertise for which they were technically compliant in. Offerors submission of new firm hourly rates must be completed by 5 business days after being notified in writing by PWGSC to do so.

## 2. Payment by Credit Card

Canada requests that Offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

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

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

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

### Section III: Certifications

Offerors must submit the certifications required under Part 5 - Certifications.

## 3. Technical Response Template

Offerors must provide the information specified in Attachment 1 to Part 4 - Mandatory Evaluation Criteria. Offerors should complete Attachment 1 to Part 3 - RFSO Technical Response Template listed below in the preparation of their offer for both the hard copy and the soft copy.

Electronic File Name: RFSO Technical Response Template.xls

The RFSO Technical Response Template has been posted on the GETS and is available for download.

Offerors must use caution when inputting data into the RFSO Technical Response Template. Offerors should not modify the templates but simply input their data into the required fields in the format that is specified.

## 4. Multiple Offers

A legal entity can only submit: (i) one offer from the legal entity alone, or (ii) one offer from the legal entity and one offer from the legal entity in a joint venture with another legal entity where one of the joint venture member is a legal entity that complies with the Aboriginal Business Certification in Part 5- Certifications. Each offer must be a physically separate document. Each offer will be evaluated independently without regard to other offers submitted and, therefore, every offer must be complete. If a legal entity participates in more offers than permitted under (i) or (ii), Canada may require the legal entity to inform Canada as to which of its offers it wishes to withdraw.

**Attachment 1 to Part 3**  
**RFSO Technical Response Template**

See attached document.

## **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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **1.1 Technical Evaluation**

Each offer will be reviewed for compliance with the mandatory requirements set out in Attachment 1 to Part 4, *Mandatory Evaluation Criteria*.

### **2. Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive.

Where an Aboriginal Offeror qualifies for both an Aboriginal and Non-Aboriginal Standing Offer, only one Standing Offer will be issued.

## Attachment 1 to Part 4

### Mandatory Evaluation Criteria

1. The offeror must provide the information specified below in this Attachment. Offerors should complete Attachment 1 to Part 3 -RFSO Technical Response Template.

2. For M1, M2A, M2B, M2C and M3, if the offeror submits an arrangement in response to Request for Supply Arrangement no. EN578-060502/G, the offeror may include the same information in its offer by incorporating this information by reference. In order for Canada to consider the referenced information, the offeror must clearly identify the information and provide the page number(s) where the information is included in the arrangement.

3. The offeror must identify in its offer the classifications, streams or sub-streams it wishes to offer.

By submitting an offer, the offeror is indicating that it considers itself to be fully compliant with every mandatory requirement of this Attachment 1 to Part 4 and will agree to the Standing Offer terms and conditions identified in this solicitation if a standing offer is issued to it.

4. For M2A, M2B and M2C, the following information must, as a minimum, be provided for each of the temporary help resources resources named:

- 1) THS Classification and level as defined in Annex "A" - "Requirement" that closely match the duties the resource provided;
- 2) Name of the Joint Venture member that supplied the resource if it is applicable;
- 3) Start and End Dates of the temporary help placement; and
- 4) Client Contact

5. For the purposes of the mandatory evaluation criteria:

#### Client Contact

"Client" means a legal entity that is not an affiliate of the offeror, a member of a joint venture with the offeror or any other entity that does not deal at arm's length with the offeror.

Canada may, at its discretion, contact a client to confirm the start and end dates of the temporary help placement and to confirm that the offeror has previously provided and has been paid for the services for the applicable classification. The same contact may be used more than once for the 20 temporary help resource names in a stream, however, a minimum of 3 different clients must be demonstrated for each stream.

The following information should, as a minimum, be provided for each Client Contact:

- Name
- Address
- E-mail (if applicable)
- Telephone Number

#### Joint Venture

Where an offeror is a Joint Venture, temporary help resources provided by any joint venture member will be considered and each joint venture member must have previously provided at least one (1) of the classifications demonstrated in the offer for a stream.

## **Temporary Help Resource Placements**

- Permanent placements are acceptable as resource placements;
- Copies of resumés or accreditation with offer submission are not required, but Canada reserves the right to request information;
- Named temporary help resource can still be on assignment.

## **Qualification for Streams/Classifications (Streams 1, 2, 3, 4)**

If the 20 compliant temporary help resource names demonstrate only one or two different classifications within a stream, the offeror is considered compliant for the one (1) or two (2) classifications demonstrated. If the offeror demonstrates three (3) or more different classifications within a stream, the offeror is considered compliant for all the classifications within that stream.

Offerors who have a SO under RFSO no. E60ZN-110002/C for one (1) classification within a stream and wish to offer for all classifications within that stream for this solicitation (RFSO no. E60ZN-110002/D) must demonstrate two (2) more classifications within that stream and must comply with M1, M2A or M2B, M3 and any other requirements of the solicitation no. E60ZN-110002/D.

Offerors who have a SO under RFSO no. E60ZN-110002/C for two (2) classifications within a stream and wish to offer for all classifications within that stream for this solicitation (RFSO no. E60ZN-110002/D) must demonstrate one (1) more classification within that stream and must comply with M1, M2A or M2B, M3 and any other requirements of the solicitation no. E60ZN-110002/D.

Example 1. Offeror A is a Offeror that has a SO for the following two (2) classifications in Stream 3 under Solicitation no. E60ZN-110002/C :

- Building Technician
- Building Superintendents

For this solicitation, Offeror A has demonstrated one more classification in Stream 3 under M2A:

- General Labourer

Offeror A is considered compliant for all classifications in Stream 3 if it has demonstrated compliance with M1, M2A, M3 and other requirements of this solicitation.

Demonstrating different classifications does not include sub-classifications.

Example 2: Offeror B provides the following:

- Paul Murphy - Classification: Clerk, Sub-classification: Data Entry
- Mark Smith - Classification: Clerk, Sub-classification: Accounting

The above scenario is considered to be 2 different named temporary help resources; however, only the "Clerk" classification is being demonstrated.

**Mandatory Evaluation Criteria**

<b>Number</b>	<b>Mandatory Criterion</b>	<b>Stream(s)</b>	<b>Reference to Attachment 1 to Part 3 -RFSO Technical Response Template</b>
<b>M1</b>	<p><b><u>Minimum years in business</u></b></p> <p>The offeror must have been in business for a minimum of one (1) year prior to the closing date of the quarter, specified in article 5.2 RFSO Schedule of Cycles for Qualification.</p> <p>In case of a joint venture, each member of the joint venture must be in business for a minimum one (1) year prior to the closing date of the solicitation.</p> <p>In case of the recent amalgamation of two (2) or more legal entities, each legal entity must meet the minimum one-year requirement.</p>	<b>Streams 1, 2, 3, 4, 5</b>	1.1
<b>M2A</b>	<p><b><u>Experience of the Offeror</u></b></p> <p>The offeror may provide up to a maximum of 40 temporary help resource names but must provide a minimum of 20 different temporary help resource names that are compliant.</p> <p><b><u>In order for a resource to be compliant:</u></b></p> <ul style="list-style-type: none"> <li>• Each resource must have worked a minimum of 37.5 hours between May 20, 2006 and solicitation closing date inclusively rendering services for which the Offeror received payment.</li> <li>• Services of the above 20 compliant temporary help resource names must have been billed to a minimum of 3 different clients located in the National Capital Area.</li> </ul>	<b>Streams 1, 2, 3</b>	1.5 (a), (b), (c)
<b>M2B</b>	<p><b><u>Experience of the Offeror</u></b></p> <p>The offeror may provide up to a maximum of 40 temporary help resource names but must provide a minimum of 20 different temporary help resource names that are compliant.</p> <p><b><u>In order for a resource to be compliant:</u></b></p> <ul style="list-style-type: none"> <li>• Each resource must have worked a minimum of 37.5 hours between May</li> </ul>	<b>Stream 4</b>	1.5 (d)

	<p>20, 2005 and solicitation closing date inclusively rendering services for which the offeror received payment.</p> <ul style="list-style-type: none"> <li>• Services of the above 20 compliant temporary help resource names must have been billed to a minimum of 3 different clients located in the National Capital Area.</li> <li>• The above 20 compliant temporary help resource names can be the same names as provided for M2A or M2C or both criteria.</li> </ul>		
<b>M2C</b>	<p><b><u>Experience of the Offeror</u></b></p> <p>The offeror may provide up to a maximum of 40 temporary help resource names and may provide up to a maximum of 4 temporary help resource names in each sub-stream. The offeror must provide a minimum of 20 different temporary help resource names and a minimum of 2 different temporary help resource names in the sub-stream that are compliant.</p> <p>The offeror may repeat any of the 20 compliant temporary help resource names in any of the sub-streams to demonstrate the 2 temporary help resource names in each sub-stream.</p> <p><b><u>In order for a resource to be compliant:</u></b></p> <ul style="list-style-type: none"> <li>• Each resource must have worked a minimum of 37.5 hours between May 20, 2005 and solicitation closing date inclusively rendering services for which the offeror received payment.</li> <li>• Services of the above 20 compliant temporary help resource names and the 2 compliant temporary help resource names for each sub-stream must have been billed to a minimum of 3 different clients located in the National Capital Area.</li> <li>• The above 20 compliant temporary help resource names and the 2 compliant temporary help resource names for each sub-stream can be the same names as provided for M2A or M2B or both criteria.</li> </ul>	<b>Stream 5</b>	1.5 (e)

<p><b>M3</b></p>	<p><b><u>Testing</u></b></p> <p>It is mandatory for the offeror to test their temporary help resources according to:</p> <p>a) the requirements of the classification in which they are being proposed, and</p> <p>b) the specific requirements of the Identified User.</p> <p>The offeror must provide a narrative (no more than 5 pages in total, 8 1/2" x 11" paper). The narrative must provide a description of:</p> <p>(1) its testing protocol;</p> <p>(2) the various tests it uses to comply with the four types of examinations described in Annex "E"- Basic Standards for Testing the Office Support Classifications (Stream 1); and</p> <p>(3) the test(s) it uses to test official languages (oral,written communication and comprehension).</p> <p>The narrative must include a description of the tests indicated in 1), 2) and 3) above but samples of tests are not to be provided.</p> <p><b>Note:</b> With the exception of the minimum four types of examinations (keyboarding, etc.) listed in Annex "E" - Basic Standards for Testing the Office Support Classifications (Stream 1) in the RFSO, the 5 page narrative will not be evaluated but will be used as part of the Assessment Framework for managing the method of supply; an offeror's testing will be compared against the information provided in the offeror's offer in the 5 page narrative. Offerors must be able to demonstrate to the satisfaction of PWGSC that they have appropriately conducted the testing of their THS resources.</p>	<p><b>Steam 1</b></p>	
------------------	--	-----------------------	--

## **PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify the offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### **1. Mandatory Code of Conduct Certifications - Certifications Required Precedent to Issuance of a Standing Offer**

#### **1.1 Code of Conduct and Certifications - Related documentation**

- 1.1.1** By submitting an offer, the Offeror certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an offer, the Offeror certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Offeror and any of the Offeror's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner with their offer or promptly thereafter. Offerors submitting offers as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names 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 will render the offer non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html) form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

## 2. Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, 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.

### 2.1 Federal Contractors Program Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*.

Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.  
(<http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>)
3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

- (d) ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.  
(<http://www.hrsdc.gc.ca/en/labour/equality/fcp/index.shtml>).

## 2.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below.

### 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, in the context of the fee abatement formula, 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

Is the Offeror a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Offeror must provide the following information:

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

**Work Force Reduction Program**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? 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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

**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.

## 2.3 Canadian Content Certification

SACC Manual Clause A3050T (2010-01-11) Canadian Content Definition

This procurement is limited to Canadian services.

The Offeror certifies that:

- ( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

## 2.4 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4 Requirements for the Set-aside Program for Aboriginal Business, of the *Supply Manual*.
2. The Offeror:
  - (i) certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
  - (ii) agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
  - (iii) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Offeror must check the applicable box below:
  - (i) ( ) The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.  
**OR**
  - (ii) ( ) The Offeror is either a joint venture consisting of two or more Aboriginal Businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Offeror must check the applicable box below:
  - (i) ( ) The Aboriginal business has fewer than six full-time employees.  
**OR**
  - (ii) ( ) The Aboriginal business has six or more full-time employees.
5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.
6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

**Owner/Employee Certification - Set-aside for Aboriginal Business**

If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner and employee who is Aboriginal:

- “1. I am \_\_\_\_\_ (insert "an owner" **and/or** "a full-time employee") of \_\_\_\_\_ (insert name of business), and an Aboriginal person, as defined in **Annex 9.4** of the Supply Manual, entitled "Requirements for the Set-aside Program for Aboriginal Business" .
  
- 2. I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
Printed name of owner and/or employee

\_\_\_\_\_  
Signature of owner and/or employee

\_\_\_\_\_  
Date"

**2.5 Testing**

The Offeror certifies that:

( ) the testing the Offeror provides to their THS resources for classifications in Stream 1 complies with the four types of examinations described in Annex "E" - Basic Standards for Testing the Office Support Classifications (Stream 1) and the Offeror also provide language testing (oral, written communication and comprehension).

( ) Not applicable for classifications the Offeror is bidding on.

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **1. Security Requirement**

1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](#)" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

#### **Joint Venture (JV):**

Each member of a JV Offeror must satisfy the requirements described in the resulting SO Article entitled "Security Requirement". For any given call-up, the highest level of corporate security attainable by such a JV Offeror through Canadian Industrial Security Directorate (CISD) of PWGSC is the lowest level held by any single member of the JV at the time of issuance of an RFA relating to that particular call-up. For example, a JV with five members is comprised of four members holding a valid Facility Security Clearance (FSC) at the Secret level and one member holding a valid Designated Organizational Screening (DOS) level. The highest corporate security level for which the JV would be considered under this SO framework would be DOS until such time as the member holding a valid DOS clearance has requested sponsorship via the SO Authority and obtained a valid FSC at the Secret level, as issued by CISD.

### **2. Financial Capability**

SACC Manual clause M9033T (2011-05-16) Financial Capability

### **3. 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 "F" - Insurance Requirements.

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.

## 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1 Offer

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

#### 2 a) Security Requirement

There is a security requirement associated with the requirement.

The Offeror **must** hold as a minimum, a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD), at the time of Standing Offer issuance.

#### **Security requirement for Designated Organization Screening (DOS) Level: PWGSC file # E60ZN-110002/SO1**

1. The Offeror must, at all times during the performance of the Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Offeror/ must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex "C";
  - (b) Industrial Security Manual (Latest Edition).

The requirements to be procured under this Standing Offer may be subject to security requirements. Several generic Security Requirement Check Lists (SRCLs), which PWGSC anticipates will satisfy most security requirements associated with individual requirements, are attached at Annex "C" to this SO. Each call-up will identify which SRCL in Annex "C" to Part A will apply to that call-up.

These generic SRCLs may not meet the needs of some Identified Users for some requirements; in such cases, a unique SRCL fully describing the security requirements will be included in the documentation associated with that individual call-up. For example, if the Royal Canadian Mounted Police (RCMP) is the Identified User, additional checks may be conducted by the RCMP.

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

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

#### **3.1 General Conditions**

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under call-ups resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a NIL report.

The Offeror must provide a Quarterly Usage Report (QUR) to PWGSC on a quarterly basis. These submissions must be made by completing and forwarding an electronic copy of the QUR in Excel format (which will be provided by PWGSC) to the following email address:

[Rapportsdutilisation.UtilizationReports@tpsgc-pwgsc.gc.ca](mailto:Rapportsdutilisation.UtilizationReports@tpsgc-pwgsc.gc.ca). The THS Quarterly Usage Report template is attached in Annex "G".

Each QUR should include a list of all call-ups issued to it under each Standing Offer, including stream, classification, level, client department and contact name, call-up number, start and end dates, number of hours billed and dollar value.

The reports must be submitted according to the following schedule.

<b>Quarterly Report</b>	<b>Covering Period</b>	<b>Due Date</b>	
1st Quarter	April 1 to June 30	On or before July 15	
2nd Quarter	July 1 to September 30	On or before October 15	
3rd Quarter	October 1 to December 31	On or before January 15	
4th Quarter	January 1, to March 31	On or before April 15	

If an Offeror is not issued any call-ups during the quarter, the Offeror must confirm this by submitting a NIL report.

The Offeror understands that failure to comply with this requirement may result in the Standing Offer being set-aside by Canada. Canada reserves the right to set-aside the Standing Offer without notice, if reports are not submitted on time or are inaccurate or incomplete.

**4. Term of Standing Offer**

**4.1 Period of Standing Offer**

The period for making call-ups against the Standing Offer is from date of award to July 8, 2015.

**5. Authorities**

**5.1 Standing Offer Authority**

The Standing Offer Authority for the Standing Offer is:

Stephanie Riley  
Public Works and Government Services Canada  
Acquisitions Branch  
Professional Services Business Initiatives Directorate  
Portage III 11C1  
11 Laurier Street  
Gatineau, Quebec  
K1A 0S5

Telephone: (819) 956-1678  
Facsimile: (819) 997-2229  
E-mail address: [dgasat.acqbths@tpsgc-pwgsc.gc.ca](mailto:dgasat.acqbths@tpsgc-pwgsc.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, she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

## 5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

## 5.3 Offeror's Representative

The Offeror's Representative is the individual(s) identified by the Offeror in its offer, or if submitted with the offer, the individual identified in the "Offeror Profile" of the RFSO Technical Response Template. This individual(s) is the point of contact with the Offeror for all matters pertaining to the Standing Offer. By submitting its offer, the Offeror confirms that this individual(s) has the authority to bind the Offeror. It is the Offeror's sole responsibility to ensure that information related to the Offeror's Representative is correct and to immediately inform the SO Authority of any change to it. The Offeror's Representative may delegate to another individual to represent the Offeror for administrative and technical purposes under any call-up resulting from this Standing Offer by providing to the Contracting Authority prior written notice containing all contact information requested in the "Offeror Profile" for that individual.

## 6. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, IV or V of the *Financial Administration Act*, R.S., 1985, c. F-11. Canada may, at any time, withdraw the use of the Standing Offer from any Identified Users.

## 7. On-Going Opportunity for Qualification

A notice will be posted on the GETS for the duration of the Standing Offer Period to allow new offerors to become qualified and to allow existing offerors, who have been issued a standing offer to qualify for classifications, streams and/or sub-streams for which they are not already pre-qualified. No existing Offeror will be removed from the qualified offeror list because of the addition of new Offerors.

## 8. Price Revision (PR)

Once a week (the exact day to be determined), the Qualified Offerors will have the opportunity to input two(2) weekly price revision (PR) rates, one unilingual and one bilingual rate directly into the THS On-line System. This will become that given week's Offeror's firm hourly rate, for the given classification and level of expertise. The PR will also be used to establish the ranking of Qualified Offerors, from lowest to highest firm hourly rate, for each classification. Canada reserves the right to change the frequency of the PR. The PR, which is also indicated on the Identified User search result sheet, is valid for up to 10 working days from the date that the search sheet is printed.

Canada reserves the right to request price support from any Offeror and at any time during the Period of the Standing Offer.

Some examples of situations where Canada could request price support:

- Offerors posting unusually low rates;
- Pricing structures not based on incremental; that is, a junior level classification being priced at a higher rate than a senior classification;
- Significant discrepancies in rates from one week to the other.

Should the Offeror be unable to support its rate(s), Canada reserves its right to suspend or set-aside the Standing Offer with the Offeror, or take any other action it deems necessary.

## 9. Call-up Procedures

**9.1 Multiple Standing Offers:** The Offeror acknowledges that multiple Standing Offers have been issued for this requirement. Call-ups will be allocated among the Offerors in accordance with the selection methodology described below.

**9.2 Only Authorized Call-ups to be Accepted:** The Offeror agrees only to perform individual call-ups made by an Identified User pursuant to this Standing Offer that do not exceed the applicable Limitation of call-up, outlined in Section 10.0 Limitation of Call-Up.

**9.3 Call-ups:** The only authorized methods of call-up allocation against this Standing Offer is described as follows:

**A.1) Right of First Refusal - Streams (3,4,5)**

Identified Users must issue call-ups to the Qualified Offeror with the lowest price, meeting all the mandatories outlined in the Request for Availability (RFA), in section 8.4

**A.2) Right of First Refusal - Streams (1,2)**

Identified Users may issue call-ups to the Qualified Offeror with the lowest price, meeting all the mandatories outlined in the Request for Availability (RFA), in section 8.4

The method of allocation is based on the "Right of First Refusal". Issuance of Request for Availability Form (RFA) to more than one Qualified Offeror is permitted under the method of allocation for this Standing Offer. However, Identified Users must issue the call-ups to the Offeror with the lowest price and meeting all the mandatory requirements.

It is recommended that the Identified User send their RFA to more than one Qualified Offeror in order of ranking (lowest to highest rate) as listed in the THS Online search results, with their requirement clearly set out. Qualified Offerors are required to provide a response; a recommended minimum of 48 hours from date of RFA. In exceptional cases only, a four hour response time may be allowed. In these cases Identified Users will be required to support its decision on file. The Identified User must list the classification and level of the resource required. Identified Users should also include the education, experience, language and security clearance required by the proposed resource.

The Qualified Offeror must respond by providing a resource who meets the minimum mandatory qualifications of the classifications set out in Annex "A" - Requirement and all the mandatory criteria set out in the requirement. If the Qualified Offeror cannot respond or has no resource available for that specific requirement, then the Identified User may

request a resource from the next Qualified Offeror on the list and so on, until a qualified resource meeting all the mandatory criteria has been identified.

In no circumstances, can the Identified User skip over the lowest Qualified Offeror or randomly selects any other Qualified Offeror during the process (i.e. the Identified User is NOT ALLOWED to simply invite Qualified Offerors listed in price ranking positions 5 to 8, without inviting Qualified Offerors listed in price ranking positions 1 to 4).

The call-up must be issued to the Qualified Offeror (by price) who proposes a resource within the specific time limitation and meeting all the mandatory criteria of the RFA requirement.

**B) *Directed Method (for Streams 1 & 2 Only) for requirements \$25,000 and below***

For requirements under Streams 1 & 2 valued at \$25,000 and below, the identified user can either use "Right of First Refusal" methodology or they can direct call-ups using the percentile methodology.

**Percentile Methodology:** The Identified User can send their RFA to any Qualified Offeror(s) within the 25th percentile of the lowest bid rate from their search results in the THS On-line System. Each RFA must clearly set out their requirements.

Call-ups can be directed to any Qualified Offeror within the 25th percentile of lowest bid rate proposing a compliant resource, who meets the minimum mandatory qualification in each classification set out in Annex "A" - Requirement and all the mandatory criteria set out in the requirement.

Calculation method:

$$n = \frac{25}{100}$$

Rounding decimal:

Numbers with decimals will be rounded to the nearest whole. If the first decimal is five, the number will be rounded to the superior unit.

**Example 1 (There are no identical rates within the 25th percentile)**

Search criteria:  
 Classification: Accounting Clerk  
 Level: Intermediate  
 Total Offerors: 41 offerors

Calculation method:

$$\frac{41 \times 25}{100} = 10.25$$

Rounding decimal:  
 = 10

Identified Users can direct the call-up to any of the compliant Offeror within the 25th percentile (any of the **10**)

	Rates	Ranking	Percentile
Offeror 1	\$12.40	1	
Offeror 2	\$12.53	2	
Offeror 3	\$12.74	3	
Offeror 4	\$13.05	4	
Offeror 5	\$13.81	5	
Offeror 6	\$13.90	6	
Offeror 7	\$14.10	7	
Offeror 8	\$14.30	8	
Offeror 9	\$14.50	9	
Offeror 10	\$14.54	10	25%

**Example 2 (There are identical rates within the 25th percentile)**

Search criteria:  
 Classification: Compensation Clerk  
 Level: Intermediate  
 Total Offerors: 45 offerors

Calculation method:

$$\frac{45 \times 25}{100} = 11.25$$

Rounding decimal:  
 = 11

Identified Users can direct the call-up to any of the compliant Offerors within the 25th percentile (any of the 13 as Offerors 2, 3, 4 have the same rates so they would count as 1 of the eleven)

	Rates	Ranking	Percentile
Offeror 1	\$12.40	1	
<b>Offeror 2</b>	<b>\$12.94</b>	<b>2</b>	
<b>Offeror 3</b>	<b>\$12.94</b>	<b>2</b>	
<b>Offeror 4</b>	<b>\$12.94</b>	<b>2</b>	
Offeror 5	\$13.24	3	
Offeror 6	\$13.32	4	
Offeror 7	\$13.34	5	
Offeror 8	\$13.50	6	
Offeror 9	\$14.10	7	
Offeror 10	\$14.50	8	
Offeror 11	\$15.20	9	
Offeror 12	\$15.24	10	
Offeror 13	\$15.25	11	25%

#### **9.4 Request for Availability Form (RFA)**

The Identified User will issue a Request for Availability form attached as Annex "I"-THS Form-Request for Availability of THS Resources for a resulting Call-up, to this Standing Offer to obtain the information necessary to issue a call-up for the required resource to:

1. The lowest priced Qualified Offeror; or
2. To as many lowest priced Offerors, listed on the THS Online search results; or
3. For requirements of \$25, 000.00 and below, Offeror or Offerors within the 25th percentile

Each Request for Availability form will identify the requirements of the Identified User's request including:

- (a) The estimated and/or actual Call-Up Period;
- (b) The number of weeks required;
- (c) The location where the required service(s) will be delivered;
- (d) The hours of work and number of hours per week for the required service(s);
- (e) The travel requirements;
- (f) The overtime requirements;
- (g) The language requirements;
- (h) The level of security clearance required to carry out the required service(s);
- (i) The specific Stream, Sub-stream, Classification (s) and Level of Expertise required;
- (j) Resource qualifications needed such as education, certification and experience;
- (k) The Statement of Duties;
- (l) The number of resource(s) required;
- (m) The maximum number of resume(s) to be submitted.

#### **9.5 Response Requirements**

The Qualified Offeror must respond, by filling in the appropriate sections of the Request for Availability form, via e-mail or fax as specified by the Identified User.

The Qualified Offeror must propose resource(s) who meets the minimum mandatory requirements of the classification and all the mandatories of the requirement. Offerors can propose resources that exceed minimum requirements.

The response must be signed by the Offeror or by an authorized representative of the Offeror. The signature indicates that the Offeror agrees to all the terms and conditions in their entirety as they appear in the Request for Availability Form. Timely receipt and correct direction of responses are the sole responsibility of the Offeror. Failure to provide a response within the specified time frame of the Request for Availability Form will be interpreted as being unable to perform the service(s).

The response must contain the written or electronic consent from the resource being proposed by the Offeror. The written or electronic consent must be attached to each Request for Availability form response at the time of submission to the Identified User contact. Offerors who do not provide written or electronic consent with their submission will be found non-responsive.

## **9.6 Validation of Proposed Resource(s)**

The qualifications and experience of the proposed resource(s) will be validated against the requirements set out in the Request for Availability Form.

The Identified User may request proof of successful completion of formal training, as well as reference information. Canada reserves the right to request references from an Offeror to conduct a reference check to verify the accuracy of the information provided. Should the reference(s) not confirm the required qualifications of the proposed resource(s) to perform the required services, the Offeror will be found non responsive and Canada reserves the right to go to the next Offeror.

Where the Offeror is requested to provide information regarding qualifications or experience of its proposed resources, the Offeror must provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. Experience gained during formal education will not be considered work experience. All requirements for work experience will be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required Services.

Where the Offeror is requested to provide proof of certification of the proposed resource, the resource must submit a copy of the certification received or proof that they have completed the certification program.

## **9.7 Offeror Consent Acknowledgment**

By submitting and signing a response to a Request for Availability Form, the Offeror acknowledges and warrants each of the following:

- (a) The Offeror certifies that all the information provided in the résumés and supporting material submitted with its proposal, particularly the information pertaining to language, education, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual resource proposed by the Offeror for the requirement, meets all the mandatory requirements listed in the Request for Availability form and is capable of performing the Work described in the resulting call-up.
- (b) Canada will not delay the issuance of any call-up to allow Offerors to obtain the required security clearance for the proposed resource(s). It is the responsibility of Offeror to ensure that the information required concerning the security clearance of the resource(s) is provided at Request for Availability response time.

## **9.8 Offeror Certification**

By submitting and signing a response to a Request for Availability Form, the Offeror certifies and warrants each of the following:

- (a) Should the Offeror be authorized to provide services under any Request for Availability Form, the persons proposed will be available to commence performance of the work within a reasonable time from the date the call-up is issued, or within ten working days.

- (b) If the Offeror has proposed any person in fulfilment of the requirement who is not an employee of the Offeror, the Offeror certifies that it has written permission from such person or the employer of such person to propose the services of such person in relation to the work to be performed in fulfilment of the requirement and to submit such person's résumé to the Contracting Authority. As well, the Offeror certifies that the proposed person is aware that overtime may be required and is willing to comply. During the assessment of the proposed resource, the Offeror must upon the request of the call-up Authority provide a copy of such written permission, in relation to any or all non-employees proposed. If the Offeror fails to comply with such a request, its response will be considered non-responsive.
- (c) If Canada seeks clarification from the Offeror, the Offeror warrants that clarifications will be made available upon request within two working days of a request by Canada or such longer period as is specified in writing. If the Offeror does not provide any required information within the time limit requested, its response will be considered non-responsive and will receive no further consideration.

### **9.9 Multiple Requirements - Same Classification and Level**

Multiple requirements, involving the requirement for up to 10 resources of the same classification and level, that start and end assignment on the same dates, can be contracted using the Standing Offer method of supply.

Multiple requirements, involving the requirement for up to 10 resources of various classifications and levels, that start and end assignment on different dates, cannot be contracted using the Standing Offer method of supply. The Supply Arrangement must be used.

### **9.10 Bulk Requirements**

Bulk requirements (those involving the requirement for more than 10 resources of the same classifications and levels, that start and end assignment on the same dates), must be contracted using the Standing Offer or Supply Arrangement method of supply.

Bulk requirements (those involving the requirement for more than 10 resources of various classifications and levels) that start and end assignment on different dates, cannot be contracted using the Standing Offer method of supply. The Supply Arrangement must be used.

Any bulk requirement must first be approved by PWGSC before the solicitation process can be initiated by the Identified User. PWGSC will review the requirement or solicitation; make recommendations on the number of offerors being invited, as well as any other necessary recommendations before providing approval.

### **9.11 Issuance of a Call-up**

The Contracting Authority will issue the call-up within the applicable call-up Limitations using form PWGSC 8251 Call-up Against a Standing Offer for Temporary Help or PWGSC 942 Call-Up Against a Standing Offer.

## **10. Call-up Instrument**

The work will be authorized or confirmed by the Identified User(s) authorized to use the THS Online System, using form PWGSC 8251 Call-up Against a Standing Offer for Temporary Help or PWGSC 942 Call-Up Against a Standing Offer.

## 11. Limitation of Call-Ups

Individual call-ups against the Standing Offer **must not exceed \$400,000.00** (Travel expenses, Goods and Services Tax or Harmonized Sales Tax and all amendments included).

The Offeror must not perform any work or services or supply any articles in response to a call-up(s) which would cause the total cost to Canada to exceed the said sum.

### 11.1 Maximum Duration of Call-Ups

A Call-up made against this Standing Offer must not exceed 48 consecutive weeks, including all absences, and all subsequent amendments. The forty-eight consecutive weeks also applies to part-time temporary help resources, from the start date of the Call-up.

On an exceptional basis only and with prior approval of PWGSC, contracts may be extended beyond the 48 consecutive weeks for up to an additional 24 consecutive weeks..

### 11.2 Termination of Individual Call-up made under this Standing Offer

If a call-up made under this SO is terminated, such termination does not affect the Standing Offer. The Offeror acknowledges, however, that a default under any contract made under this Standing Offer may result in the set-aside of this Standing Offer, at the discretion of the Standing Offer Authority.

### 11.3 Termination Notification of Call-Up

When a Identified User intends to terminate a call-up for a temporary resource in advance of the call-up's expiry date and the resource has been on continuous assignment for 3 to 12 months, the Identified User must provide the Supplier with a minimum of 1 week written notification. In the case of a resource who has been on a continuous assignment for over 12 months but less than 72 weeks (the THS maximum limit), the Identified User must provide the Supplier with a minimum of 2 weeks written notice. If the required notification is not provided or provided for a lesser period, the Identified User will pay a fee based on 7.5 hours per day at the rate charged by the Supplier for that resource under the call-up for each remaining days of the required notice period set above. No written notification is required if the call-up naturally expires.

## 12. Financial Limitation

Individual call-ups against the Standing Offer **must not exceed \$400,000.00** (Travel expenses, Goods and Services Tax or Harmonized Sales Tax and all amendments included).

Whichever of the two comes first in (10.1) and (11) shall apply.

## 13. 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 (2012-11-19), General Conditions - Standing Offers - Goods or Services;
- (d) the general conditions 2010B (2013-03-21), General Conditions - Professional Services (Medium Complexity)
- (e) Annex "A" - Requirement
- (f) Annex "B" - Basis of Payment
- (g) Annex "C" - Generic Security Requirements Check Lists (SRCLs)
- (h) Annex "D" - Protocol and Standards
- (i) Annex "E" - Basic Standards for Testing the Office Support Classification (Stream 1)
- (j) Annex "F" - Insurance Requirements
- (k) Annex "G" - THS Quarterly Usage Report Template
- (l) Annex "H" - THS Form-Request for Availability of THS Resources for a resulting Call-up
- (m) the Offeror's offer dated \_\_\_\_\_, (as clarified on \_\_\_\_\_ or as amended \_\_\_\_\_).

#### **14. Certifications**

##### **Compliance**

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

#### **15. SACC Manual Clauses**

A3000C (2011-05-16) Aboriginal Business Certification  
M3060C (2008-05-12) Canadian Content Certification

#### **16. 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 \_\_\_\_\_ (insert name of the province).

#### **17. Official Languages**

- (a) Offerors may respond to individual Request for Availability Form's under this SO in either official language, in accordance with the Official Languages Act and Regulations.
- (b) Request for Availability Form's may require that the services be performed in one or the other of Canada's Official Languages.

#### **18. On-Going Qualification Requirements**

- (a) The Offeror must immediately notify the Standing Offer Authority if it no longer meets any of the mandatory qualification requirements of this Standing Offer.
- (b) PWGSC may require an Offeror to confirm its qualifications at any time. PWGSC also reserves the right to perform on-site assessments of Qualified Offerors with or

without prior notice to the Offeror. The SO Authority may require Offeror to provide evidence with respect to any element of the SO, such as but not limited to:

- (i) the insurance it carries continues to meet the requirements of RFSO;
  - (ii) it continues to hold the necessary security clearance;
  - (iii) it continues to have the financial capability;
  - (iv) it continues to have the technical ability and experience required to deliver the services for which it is qualified; and
  - (v) the Joint Venture membership remains as stated in the Standing Offer.
- (c) Where the Offeror no longer meets any of the individual requirements for qualification, Canada may, at its option:
- (i) set-aside the Standing Offer in its entirety until the Offeror has demonstrated that it meets the requirements in respect of which it has been found deficient, during which time the Offeror will not be eligible for Call-ups issued under the Standing Offer;
  - (ii) set-aside the Offeror qualification under specific streams of this Standing Offer until the Offeror has demonstrated that it meets the requirements in respect of which it has been found deficient, during which time the Offeror will not be eligible for Call-ups issued under the Standing Offer framework for those streams;
  - (iii) set-aside the Standing Offer in its entirety; or
  - (iv) cancel the Offeror qualification under specific streams of this Standing Offer.

## **19. Suspension or Cancellation of Qualification by Canada**

In addition to section 2(e) of 2005 04) Offer:

Canada may, by sending written notice to the Offeror, set-aside the Standing Offer under any of the following circumstances:

- (a) Examples of situations which may result in the suspension or set-aside of a Offeror's Standing offer include:
- (i) Late deliveries;
  - (ii) Price revision;
  - (iii) Distribution or publication of advertising, including information included in company websites, which might be interpreted as suggesting that unauthorized services are available under the Standing Offer;
  - (iv) Failure to submit complete and accurate Quarterly Usage Reports within the required time frames;
  - (v) Violation of any of the specific terms and conditions detailed in the Standing Offer (e.g. failure to meet the minimum RFSO requirements, failure to respect the Call-up limitations, etc.);
  - (vi) Canada has terminated any resulting Call-up issued against the Standing Offer framework for default;
  - (vii) Canada has imposed measures on the Offeror under the PWGSC Vendor Performance Policy (or such similar policy as may be in place from time to time);
  - (viii) Canada has documented at least three instances of poor performance under Call-ups awarded against the SO framework. An instance of poor performance may include, but is not limited to late or failed delivery of reports or services including the required number of skilled resources, lack of timely notification given to the PWGSC Standing Offer Authority of changes in the Offeror's Authorized Representative, insurance coverage or security status, and non-compliance with invoicing procedures.

- (ix) Canada has documented at least three instances under Call-ups issued against the SO framework where, when called upon to submit resources under a tasking request, and the Offeror did not respond, did not submit the required number of resources, submitted resources that did not meet the requirements of the Call-up, or submitted resources at pricing exceeding the amount specified under the Call-up.
  - (x) Canada has documented at least three instances of poor client satisfaction by the same client, or occasions of poor client satisfaction by any Identified User, for services provided by the Offeror under Call-ups.
  - (xi) Providing information on the Offeror website that conflicts with any aspect of the terms and conditions, pricing, or availability of systems currently listed in this Standing offer.
- (b) Suspend or set-aside of a Offeror's Standing Offer does not affect the right of Canada to pursue other remedies or measures that may be available.
  - (c) Suspension or set-aside of the Standing offer will not, on its own, affect any Call-ups entered into prior to the issuance of such notice.
    - (i) A suspension will not exceed 12 months.
    - (ii) The Offeror acknowledges that Canada may publish information regarding the status of the Offeror's offer, including the suspension, set-aside or withdrawal of authority to use the Offeror's Standing Offer

**20. Protocol and Standards**

Offeror must follow the Annex "D" - Protocol and Standards for THS Applicable to Identified Users and Suppliers. This is part of the commitment of PWGSC to enhance the integrity, transparency and efficiency of the government contracting process, the use of automated procurement tools developed for Identified Users. Failure to follow Protocol and Standards could also lead to sanctions, e.g. Standing Offer may be set-aside.

**21. Aboriginal Business Certification**

- 1) The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.
- 2) Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
- 3) Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

## **22. Joint Venture**

If the Offeror is a joint venture, the Offeror agrees that all members of the joint venture are jointly and severally or solidarily liable for the performance of any contract awarded under the Standing Offer. If the membership of a joint venture changes, the Standing Offer will be cancelled and members who wish to qualify separately or as part of a different joint venture must submit a new offer by following the qualification process established by Canada.

## **23. Delivery Requirements Outside CLCSAs**

The resulting solicitations are not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be submitted to the Department of Public Works and Government Services for individual processing.

## **24. Environmental Considerations**

As of April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Hence, in the near future, all government procurement will include more demanding environmental criteria to encourage product/service Offerors to improve their operations to reduce their negative impact on the environment.

## **25. Environmental Properties Behaviour Recommended**

Paper consumption:

- Provide and transmit draft reports, final reports and bids in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainable managed forest.
- Recycle unneeded printed documents (in accordance with Security Requirements).

Travel requirements:

- Project Authority is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors:  
<http://rehelv-acrd.tpsgc-pwgsc.gc.ca/rechercher-search-eng.aspx>
- Use of public/green transit where feasible.

## **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. Requirement**

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

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

2010B (2013-03-21- ), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of 2010B will not apply to payments made by credit cards.

#### **2.2 Supplemental General Conditions**

A7017C (2008-05-12) Replacement of Specific Individual;  
B9028C (2007-05-25) Access to Facilities and Equipment, apply to and form part of the Contract.

### **3. Term of Contract**

#### **3.1 Period of Contract**

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

### **4. Payment**

#### **4.1 Basis of Payment**

The Contractor will be paid for Work performed pursuant to each approved call-up, on accordance with Annex "B" - Basis of Payment. Canada's total liability to the Contractor under the call-up must not exceed the Total Price specified in the call-up.

#### **4.2 Method of Payment**

Payment by Canada for the Work will be made following delivery, inspection and acceptance of the Work, and upon presentation of invoices and any other substantiating documentation as Canada requires.

#### **4.3 Payment by Credit Card**

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

### **5. Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the 2010B general conditions.

All terms and conditions stated on the Offeror's timesheets, invoices or other documents shall have no validity or affect for services called up under the Standing Offer. Only the terms and conditions stated herein shall apply.

## 6. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "F" - Insurance Requirements. 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.

## 7. SACC Manual Clauses

A7017C	(2008-05-12)	Replacement of Specific Individual
B9028C	(2007-05-25)	Access to Facilities and Equipment
A9062C	(2011-05-16)	Canadian Forces Site Regulations
A9068C	(2010-01-11)	Government Site Regulations
C0711C	( 2008-05-12)	Time Verification
C0705C	(2010-01-11)	Discretionary Audit

**Annex "A"**  
**Requirement**

See attached document.

**Annex "B"**

**Basis of Payment**

For the period of the Standing Offer, the Offeror will be paid in accordance with the Basis of Payment specified in each approved call-up, which will be determined in accordance with the following:

The all inclusive fixed hourly rate of the call-up must be the hourly rate set out in the Weekly Price Revision.

The Contractor will be paid the all inclusive fixed hourly rates as follows, for work performed in accordance with the Contract. Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

Classification	Classification Level	All Inclusive Fixed Hourly Rate
_____	_____	\$ _____ (to be entered in THS Online System by specified date)
_____	_____	\$ _____

**Pre-Authorized Travel and Living Expenses**

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the \_\_\_\_\_ (insert "Technical" or "Project" or "Contracting") Authority.

All payments are subject to government audit.

Estimated Cost of Authorized Travel and Living Expenses: \$ \_\_\_\_\_.

**Annex "C"**

**Generic Security Requirements Check Lists (SRCLs)**

See attached document.

## Annex "D"

### Protocols and Standards For THS Applicable to Identified Users and Suppliers

Lexicon for names; terms and phrases:

Client = Identified User

Federal Department User = Federal Government employee who has access to the THS On-Line System

PWGSC = Standing Offer/Supply Arrangement Authority

Set aside/cancel = Set aside a Standing Offer and/or cancel a Supply Arrangement

System = THS On-Line System

Temporary Help = Temporary Help Services

Failure by the Identified User or by SO Holders/Suppliers to follow these protocol and standards could result in the Identified User being removed authority to use the method of supply or the Offeror/Supplier being set aside or suspended for a period of time.

#### Section I: General Information

##### 1. System Maintenance

Excluding emergency situations, a notice will be posted on the web site informing users of planned maintenance.

##### 2. Disclosure of Information

In the event of a resultant Standing Offer/Supply Arrangement, PWGSC will publish information on the Federal Government Intranet or Internet website. The Offeror/Supplier agrees to the disclosure of the following confidential information contained in its Standing Offer/Supply Arrangement:

- a. the terms and conditions of the Standing Offer/Supply Arrangement;
- b. the Offeror/Supplier's PBN, Offeror/Supplier's name, representative's contact name, address, telephone, fax numbers, and e-mail address;
- c. the weekly firm hourly rate for each approved classification for which the services can be rendered.

The System will also contain additional general information for the Identified Users.

The information contained in the System is available to all persons who have access to the Federal Government Intranet or Internet Website, including but not limited to: the Offeror/Supplier, their resources, agents or servants, and to the accepted Offeror/Supplier identified in the system.

The Offeror/Supplier acknowledges and agrees that it will have no right to claim against Canada, the Minister, the Identified User, their employees, agents or servants, or any of them, in relation to disclosure of the information contained in the system.

### **3. Closure of Government Offices**

Where resources of the Offeror/Supplier are providing services on government premises pursuant to a Call-Up/Contract issued by a Identified User and the said premises become non accessible due to evacuation or closure of government offices, the Offeror/Supplier will be paid for no more than one (1) working week, at the applicable regular rates as shown on the Call-Up/Contract provided that the Offeror/Supplier submits with its invoice a certification, countersigned by the affected resource(s), stating that:

- the Offeror/Supplier has not received any other payment from any other client, including the government, during the period of the closure; and
- the affected resource(s) has (or have) been or will be paid at the rates such resource(s) is (or/are) entitled to be paid have the services been provided as required in the Call-Up/Contract.

Note: There is no guarantee that the same temporary help resource will remain available upon re-opening of Government offices.

## **Section II: Information for Identified Users**

### **1. Contract Splitting**

Treasury Board policy on temporary help services strictly prohibits contract splitting. Contract Splitting is the practice of unnecessarily dividing an aggregate requirement into a number of smaller contracts (assignments) in order to circumvent controls on the duration of assignments or contract approval authorities.

### **2. Payrolling**

Treasury Board policy strictly prohibits payrolling.

Payrolling is the practice by which firms are instructed by Federal Government Departments or Agencies to take on strength specified individuals who are then assigned to provide services to that government Department or Agency under contract.

The THS On-Line System must not be used by Federal Government Departments or Agencies for the purposes of casual, term or permanent staffing arrangements. This includes amending a call-up/contract to accommodate any of the foregoing. The THS On-Line System is to be used by Identified Users for the purpose of issuing call-ups/contracts for THS on behalf of Federal Government Departments or Agencies.

### **3. Contract Switching at the Temporary Help Resource's Request**

The temporary help resource is an employee or sub-contractor of the Offeror/Supplier.

Accordingly, attempts by temporary help resources or Offeror/Supplier to persuade Temporary Help Authorities to change the Offeror/Supplier are inappropriate and will be rejected, and brought to the attention of the Standing Offer/Supply Arrangement Authority.

It is also prohibited for Identified Users to direct an individual to a specific Offeror/Supplier, or negotiate or dictate the pay rates of Offeror/Supplier temporary help resources.

#### **4. Temporary Help Resource Pay Deductions**

Under the terms of each Call-up/Contract pursuant to the Standing Offer/Supply Arrangement, the Offeror/Supplier is solely responsible for any and all temporary help resource payments and deductions required to be made respecting Employment Insurance, Worker's Compensation, Income Tax, Canada Pension Plan, or similar government legislated programs, and such other deductions as may be required by applicable provincial or federal legislation. Under no circumstances will a Federal Government Department or Agency assume this responsibility.

#### **5. Cancelling a Call-up (in order to re-issue)**

A Federal Department User shall not at any time, cancel a call-up and re-issue the identical call-up for the reason of obtaining a different rate.

#### **6. Staffing Arrangements**

A transfer fee will be payable to the Offeror/Supplier by the department of a Federal Department User when the "office" where the THS Resource has been assigned during the call-up/contract period hires the resource (without competition) either on a casual, term or indeterminate basis, prior to the passage of up to 20 calendar weeks measured from the start of services under the call-up against the THS Standing Offer or contract under the Supply Arrangement. Fees will also be payable if the resource is hired to work in the same office, regardless of new duties. 'Office' is interpreted herein as an organization in a department under the supervision of a Director General or equivalent. Where there is no DG or equivalent level, the next highest rank is applicable.

**Note:**

- Transfer fees will not be paid at any time following the 20 week period after the start of services under a call-up/or contract.
- Transfer fees do not apply in cases where the resource was staffed using an open and competitive staffing process.

The following schedule applies when determining the calculated transfer fee that must be paid to the Offeror/Supplier:

- Greater than 18 and up to 20 weeks from the start of services: a transfer fee based on 2% of the annualized salary offered to the THS Resource;
- Greater than 16 and up to 18 weeks from the start of services: a transfer fee based on 4% of the annualized salary offered to the THS Resource;
- Greater than 14 and up to 16 weeks from the start of services: a transfer fee based on 6% of the annualized salary offered to the THS Resource;
- Greater than 12 and up to 14 weeks from the start of services: a transfer fee based on 8% of the annualized salary offered to the temporary help resource;
- Greater than 10 and up to 12 weeks from the start of services: a transfer fee based on 10% of the annualized salary offered to the THS Resource;
- Greater than 8 and up to 10 weeks from the start of services: a transfer fee based on 12% of the annualized salary offered to the THS Resource;
- Greater than 6 and up to 8 weeks from the start of services: a transfer fee based on 14% of the annualized salary offered to the THS Resource;

- Greater than 4 and up to 6 weeks from the start of services: a transfer fee based on 16% of the annualized salary offered to the THS Resource;
- Greater than 2 and up to 4 weeks from the start of services: a transfer fee based on 18% the annualized salary offered to the THS Resource;
- 0 to 2 weeks from the start of services: a transfer fee based on 20% of the annualized salary offered to the THS Resource.

For the purposes of this clause, annualized salary offered to the THS Resource means the starting annual salary of the position offered by the department to the THS Resource in effect at the time of the offer. This does not include any subsequent performance / incentive pay, bilingual bonus, collective agreement increases or other increases that may occur.

For example, a THS resource being offered a casual, term or indeterminate employment starting at level 1 increment-PG 2 salary would have an annualized salary of \$50,502. Where the position is instead based on an hourly rate, then this hourly rate would be annualized, multiplied by 1950 (7.5 hour day), and further multiplied by the appropriate transfer fee percentage. (e.g. \$18.00/hour x 1950 hours = \$35,100 and if hired at the 5 week mark \$35,100 x 16% = \$5,616 transfer fee).

## **7. Name Referral**

This is the practice of requesting the temporary help services of a specific individual.

Name Referral is acceptable only under Standing Offer component and only after the supplier has been selected in accordance with the steps for selecting a supplier.

For example, after a search result under the Standing Offer component of the THS On-Line System, if the Supplier with the lowest rate has confirmed availability of a resource or resources that meet the Federal Department User's requirement (i.e. no names have been stated by the Federal Department User) and the Supplier has been selected in accordance with the steps for selecting a Supplier, the Federal Department User can then ask for a specific resource. If the Supplier cannot provide the specific resource, this does not allow the Federal Department User to move forward to the next Supplier, i.e. by-pass a Supplier.

## **8. Classification and Classification Level Switching**

It is prohibited for the Offeror/Supplier or their resources to upgrade the requirements of a specific call-up/contract. Offeror/Supplier must provide a resource that meets both the classification and classification level requested by the Identified User.

For example, if an Identified User requests an Intermediate Clerk, the Offeror/Supplier will not provide a Senior Clerk in place of an Intermediate Clerk. If a Offeror/Supplier is unable to provide the resource requested by the Identified User, the Identified User will send a request to other Offeror/Supplier, until a suitable resource is found, that matches the classification and level that was initially requested.

## **9. Employer/Employee Relationships**

Identified Users must ensure that any call up/contract under the SO/SA, and the conduct of the parties during contract performance, does not result in the establishment of an employer-employee relationship between the temporary help resource and Canada. Should there be any uncertainty; the contract should be signed at a level more senior than the individual who would normally approve the initial entry into the contract.

For guidance in assessing an employer-employee relationship, consult the CRA publication RC 4110 Employee or Self-Employed <http://www.cra-arc.gc.ca/E/pub/tg/rc4110/> and seek legal advice.

It is ultimately the responsibility of the Identified User to ensure that Call-ups/Contracts do not create employer-employee relationships.

## **10. Classifications**

The list of classifications contains detailed information for each classification. Identified users must provide information on the duties and tasks to be performed. This will allow the Offeror/Supplier firms' counselors to match the needs of a specific job/task with the skills and experience of available temporary help employees. Disputes in this area are to be addressed to the Standing Offer/Supply Arrangement Authority named herein.

## **11. Notice**

Despite the stated minimum of two (2) days' notice required, Designated Users should provide as much advance notice as possible; normally five (5) calendar days notice will result in a more thorough review for the "best-qualified" temporary help resources.

## **12. Resumes & Interviews**

For Streams 1 to 3, interviews and resumes may not be required by the Identified User, however, if the Identified User chooses to request interviews for these classifications (under Streams 1 to 3), the Identified User will be charged four (4) hours at the hourly rate of the candidate, for each interview. Identified users are to issue a separate call-up/contract document for these interviews.

NOTE: Telephone interviews are encouraged, as the four (4) hours charge will then not be applicable. To ensure that the chosen resource will remain available to you, please contact the company as soon as possible when a decision is made.

For Streams 4 and 5 (all classifications under Streams 4 and 5), Identified users are entitled to one (1) interview for up to three (3) candidates at no charge, and may request resumes or work samples.

## **13. Quality Control**

All services are to be performed to the complete satisfaction of the Identified User and are subject to his/her acceptance. Identified Users are asked to provide PWGSC with a Client Satisfaction Report as needed. In the report, Identified Users should provide information on both satisfactory Offeror/Supplier, which provide high quality services, and unsatisfactory Offeror/Supplier which consistently are unable to supply resources as well as instances was less than satisfactory, including cases where resources were rejected because of unsatisfactory performance.

In addition, Identified users are to report the following situations to PWGSC:

- If the Offeror/Supplier repeatedly cannot provide a resource that meets the classification requirements requested by the Identified User; or
- If the Offeror/Supplier provides poor service or unqualified temporary help resources; or
- Any other situation where any Offeror/Supplier contravenes the terms and conditions of the SO/SA.

Identified Users should report inefficiencies, extensive absenteeism, or inability to perform assigned duties on the part of the temporary help resources immediately to the Temporary Help Authority. If the issue cannot be resolved by the Temporary Help Authority and Offeror/Supplier, the Identified User should contact the Standing Offer/Supply Arrangement Authority for

assistance. Such notification will provide the Standing Offer/Supply Arrangement Authority with an opportunity to take any further corrective action that may be required under the circumstances.

#### **14. Family Day**

Family Day is observed as a public (or statutory) holiday in the province of Ontario and is held every year on the third Monday of February. This is an Ontario provincial holiday that the Federal Government of Canada has not adopted and, as a result, all Users of THS are reminded that it is the right of the Supplier to decide if their THS resource will or will not work on "Family Day".

If a THS resource reports to work on that day, THS Suppliers will be paid at the regular contract rate, as the THS Standing Offers and Supply Arrangements do not provide for premiums to be paid to Suppliers for work on statutory holidays. Because of this, Supplier agreement is necessary before the resource reports to work on "Family Day".

If a THS resource does not report into work on that day, Suppliers will not be entitled to invoice the Federal Department/Agency for that day as no services were provided.

The THS Federal Department User (FDU) requires agreement from the Suppliers that they will only charge the regular contract rate if they agree to have the resource work. If the Supplier states that the FDU will pay the resource 1.5X the rate in order for that resource to show up at work then FDU should say no and resource won't work.

#### **15. Overtime**

Overtime must be discussed between the Federal Department User and the Offeror/Supplier and must be pre-approved. Whenever there is overtime work performed, the contractor will be paid using overtime rate indicated by the Supplier to the Federal Department User. Overtime is regulated by provincial legislation and is therefore calculated based on where the work is performed.

- For the province of Ontario, overtime is payable for time worked in excess of 44 hours in a week .
- For the province of Quebec, overtime is payable for time worked in excess of 40 hours in a week .

#### **16. Resource Resumes**

In response to situations of falsified résumés, or portions thereof, an assessment process will be implemented to establish the procedures that PWGSC will use to investigate challenges of falsified information. The punitive measure that will result from a validated situation of a falsified résumé, or portions thereof, will be automatic suspension of the Supplier from the THS On-Line System.

#### **17. Written Consent**

Offerors will be required to submit with each response to a Request for Availability a copy of the written agreement from the resource covering the availability of the resource for the full duration of the proposed call-up.

Federal Government Department users will need to track the name of the temporary help resource. Where it is found that a temporary help resource bid by the company with the Right of First Refusal, and who had provided his/her written consent to be bid by that company for a specific requirement, subsequently advises unavailability for the assignment, then that resource will not be considered a valid proposal from any other bidder.

## **18. Security Clearances of Resources**

With respect to security clearances of resources, Suppliers are reminded that the Security Clearance Global Release Option form is not to be completed (populated) by Suppliers nor is the form to be used to restrict the mobility of a resource.

### **Section III: Information for Offeror/Supplier**

#### **1. Code Of Ethics & Standards of Offeror/Supplier**

The Offeror/Supplier must observe the highest principles of integrity, professionalism and fair practice in dealing with Identified Users, candidates, employees and all regulatory authorities; and will respect the confidentiality of records in accordance with law and good business practices.

The Offeror/Supplier must provide leadership in the adherence to both the spirit and letter of all applicable human rights, employment laws and regulations. The Offeror/Supplier must treat all candidates and employees without prejudice and must not accept an order from any client that is discriminatory in any way.

The Offeror/Supplier must take all reasonable steps to provide Identified Users with accurate information on each candidate's employment qualifications and experience; and shall only present those candidates who have given them written authorization to represent their application for employment.

The Offeror/Supplier must supply candidates and employees with complete and accurate information as provided by the client, regarding terms of employment, job descriptions and workplace conditions.

The Offeror/Supplier must not recruit, encourage or entice a candidate whom it has previously placed to leave the employ of its client, nor must it encourage or coerce an individual to leave any temporary assignment before the stated completion date.

The Offeror/Supplier must not restrict the right of a candidate or employee to accept employment of their choice.

The Offeror/Supplier must maintain the highest standards of integrity in all forms of advertising, communications and solicitations.

The Offeror/Supplier must ensure that its Identified Users, candidates and employees are aware of its duty to abide by this Code of Ethics & Standards and such supporting policies and guidelines.

#### **2. Services**

The Offeror/Supplier must provide services in accordance with the terms and conditions of the Standing Offer/Supply Arrangement (no other conditions are applicable).

The Offeror/Supplier will as a result of a request for call-up or Request for Proposal:

- i. Review its inventory of temporary help resources in the specified area to identify all resources possessing the basic skills (including skill testing).
- ii. Review the experience and previous performance of temporary help resources and match with the job/task description provided by the Identified User.
- iii. Contact the proposed temporary help resource to verify his/her willingness/ability to accept assignment and obtain the written consent of the temporary help resource prior to

submitting his/her name in response to a Request for Availability or Request for Services under the THS On-Line System.

- iv. Propose an hourly rate that matches the WPR rate of the given classification and level of expertise in the case of call-up against the Standing Offer.

If a temporary help resource is found to be unsuitable and the Offeror/Supplier is notified within four (4) hours from the commencement of the start of his/her service, Canada will not be liable for payment to the Offeror/Supplier for that period.

If the Offeror/Supplier provides poor service or unqualified temporary help resources, Identified Users will contact the Standing Offer/Supply Arrangement Authority with details and the Offeror/Supplier will be notified. Three (3) separate complaints may result in the removal of the Offeror/Supplier from the Temporary Help Services (THS) System.

### **3. Workplace Hazardous Materials Information System (WHMIS)**

Stream 3 Offeror/Supplier are responsible for basic WHMIS training and for basic protective gear such as steel toe boots and a hard hat, as stipulated in applicable classifications; any training requirements and protective equipment specific to the workplace, shall be responsibility of the client. Stream 3 Offeror/Supplier must refer to each classification descriptions for a complete list of requirements.

### **4. Time Worked**

The Offeror/Supplier will only be paid for actual time worked that has been pre-approved by the Identified user.

See below for the nature of information required on time sheets:

- Week starting / ending:
- From / To:
- Classification and Level:
- THS Supplier:
- Name of THS Resource:
- Call up/Contract Number:
- Hourly Rate:
- Over Time (Pre-approved):
- Daily Total Reg. + O.T. =
- Weekly total:
- Sun.
- Sat.
- Fri.
- Thu.
- Wed.
- Tues.
- Mon.

THS resource's Signature: \_\_\_\_\_

Client Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Payment will be made for hours actually worked in accordance with Basis of Payment in the Call-up/Contract. Canada will not accept any charges for statutory holidays or annual leave or sick leave incurred by the Offeror/Supplier as a consequence of satisfying the terms of the resulting Call-up/contract.

The Identified User will validate the hours actually worked by the temporary help resource by signing this schedule. Electronic communication will be acceptable where authorized by departments.

Temporary Help Services resources must submit this signed Hourly Schedule to its employer, the Offeror/Supplier.

## **5. Compliance**

It is imperative that the Offeror/Supplier report to PWGSC within fifteen (15) days, any changes that could affect its compliance with the terms and conditions of the resulting Standing Offer/Supply Arrangement. Failure to do so could result in the Standing Offer being set aside or the Supply Arrangement cancelled.

## **6. Reinstatement Process**

This section entitled "Reinstatement Process" pertains actions related to the contents of the document entitled "Protocol and Standards for the THS On-Line System Applicable to Federal Department Users and Suppliers", e.g. item 2 above addresses the services provided by an SO/SA Holder and the action that could result relating to poor service. The contents of item 6, hereunder, provides further information on actions that may be taken by PWGSC and the approach to be followed for setting aside a Standing Offer or canceling a Supply Arrangement.

Standing Offers/Supply Arrangement will be set aside/cancel and Call-ups/Contracts may be terminated for default if the Offeror/Supplier does not correct any deficiencies to the satisfaction of PWGSC in the allotted three (3) month period. PWGSC will take the following steps:

- i. a notice will be sent to the Offeror/Supplier stating the deficiencies and allow a minimum of three (3) months to correct the situation. At the discretion of the SO/SA Authority a longer period may be granted depending on the gravity of the deficiencies;
- ii. after this period, should the situation not be corrected to the Standing Offer/Supply Arrangement Authority's satisfaction, the SO/SA will be set aside/cancel. The SO/SA Authority will notify the Identified Users to stop placing call-ups/contracts with this SO Holder/Supplier until otherwise notified;
- iii. depending on the degree to which the criteria have not been met, PWGSC may require, at its discretion, a detailed list of all call-ups/contracts with the name of the Identified User, the contact person and the telephone number. Depending on the case, the contracting authority may terminate any call-ups/contracts if warranted; and
- iv. when the SO/SA is set aside/cancel, after a one (1) year period and at the SO Holder/Supplier's written demonstration that problems have been corrected, PWGSC may review the situation (and may include a Facility Inspection) with view to SO Holder/Supplier to be able to re-submit a Technical Offer if the period of the Standing Offer/Supply Arrangement has not expired (to Date, Month and Year).

## **7. Commercial Office**

The Offeror/ Supplier must occupy and maintain, at the time of the offer and during the lifetime of any resulting Standing Offer/Supply Arrangement for Temporary Help Services, a fully operational permanent commercial office open during normal business hours (7-1/2 hrs per day, Monday to Friday) with a minimum staff of two (2) full time primary contacts, one of which must be able to offer services in both official languages, dedicated to the supply of THS to Identified users and with four (4) hours response time to Identified user departments. The Offeror/Supplier must provide the address of its commercial office as well as the name of its two full time primary contacts and indicate which employee can offer the services in both official languages.

**8. Written Consent**

Suppliers will be required to submit with each response to a Request for Availability a copy of the written agreement from the resource covering the availability of the resource for the full duration of the proposed call-up.

Federal Government Department users, will need to track the name of the temporary help resource. Where it is found that a temporary help resource bid by the company with the Right of First Refusal, and who had provided his/her written consent to be bid by that company for a specific requirement, subsequently advises unavailability for the assignment, then that resource will not be considered a valid proposal from any other bidder.

**9. Security Clearances of Resources**

With respect to security clearances of resources, Suppliers are reminded that the Security Clearance Global Release Option form is not to be completed (populated) by Suppliers nor is the form to be used to restrict the mobility of a resource.

**10. Resource Resumes**

In response to situations of falsified résumés, or portions thereof, an assessment process will be implemented to establish the procedures that PWGSC will use to investigate challenges of falsified information. The punitive measure that will result from a validated situation of a falsified résumé, or portions thereof, will be automatic suspension of the Supplier from the THS On-Line System. Protocol and Standards for THS Applicable to Identified Users and Suppliers, can be updated from time to time and such modification will be posted on the THS website.

**Protocol and Standards for THS Applicable to Identified Users and Suppliers, can be updated from time to time and such modification will be posted on the THS website.**

## Annex "E"

### Basic Standards for Testing the Office Support Classifications (Stream 1)

#### 1. Provision of Examinations

Standardized examinations must be provided for the assessment of the qualifications in the Classification and as a minimum, Offerors must have available the following four types of examinations for the selection and classification of its resources. Public Service testing will be accepted where appropriate and relevant to the Federal Department Users requirements.

##### 1.1 Keyboarding Examinations

Keyboarding examinations **must** be available separately in English and French to evaluate the following:

- a) Keyboarding skill in English or French or English and French at a speed of at least 40 words per minute with not more than 5 percent error rate,
- b) Keyboarding skill in English or French or English and French, at a speed of at least 25 words per minute with not more than a 3 percent error rate.

##### 1.2 Grammar, Spelling and Punctuation Proficiency Tests

A good knowledge of the fundamental rules of grammar, spelling and punctuation is normally required.

##### 1.3 Clerical Ability

These examinations, generally administered in the candidates' official language, are designed to assess basic abilities required in satisfactorily carrying out office duties. Although the number and types of abilities measured may vary from one examination to another, a clerical test should normally contain a series of sub-tests designed to evaluate:

- a) filing ability,
- b) coding ability,
- c) checking ability,
- d) arithmetic ability.

##### 1.4 Commonly Used Software

Testing of commonly used software such as Word, WordPerfect, Excel, Powerpoint, depending on the candidate's abilities and desired classification **must** be performed by the Offeror.

#### 2. Identification of Examinations

Where the Offeror develops their own examinations, either with staff trained or experienced in test development or with assistance from outside consultants, such examinations **must** be consistent with the standards set out herein.

A number of commercial tests also exist which meet the minimal requirements outlined below.

### **3. Administration of Examinations**

The Offeror must ensure that individuals responsible for administering these various examinations possess adequate training and experience to carry out this function. The task of administering an examination to one or more individuals cannot be carried out without preparation; it requires a good knowledge of the examination itself and the conditions of test administration.

The Offeror must ensure that the individual assigned to administer these examinations is completely familiar with the oral and written instructions that are to be given to the candidates. The Offeror must ensure that the test administrator periodically verifies that all test equipment is in good working condition and ensure that general test conditions permit candidates to perform at their best (e.g. that there is adequate lighting, sufficient work space, a quiet environment, and accommodation of any special needs a candidate may have.)

#### **3.1 Time Limits**

The Offeror must rigorously apply and adhere to time limits, if applicable, established for examinations or examination sections.

It is strongly recommended that the test administrator ensure the accurate timing of the various sections of the ability tests.

#### **3.2 Examination Scoring**

The Offeror must score skill examinations according to precise guidelines and procedures outlined in a clear scoring guide or manual.

The Offeror must ensure that test scorers have adequate training and experience in the scoring of skill examinations and are completely familiar with the scoring guidelines provided for each examination.

Scores for each ability must be totalled for each section of the examination and/or for the examination as a whole.

#### **3.3 Security of Examination Material**

All examination material which may include answers, tests and manuals must be securely stored. Only those individuals responsible for administering and/or scoring examinations should have access to examination material.

### **4. Examination Specifications**

#### **4.1 Keyboarding Examinations**

- a) Two equivalent versions in each language must be available for the assessment of the skills listed in section 1. above, that is two parallel forms of the French keyboarding test and two parallel forms of the English keyboarding test.
- b) The equivalency of the two forms of the examination will be determined by an evaluation of the following two factors:
  - ♦ stroke intensity
  - ♦ syllabic intensity
- c) Each equivalent form must comprise the following:

- ♦ a page of general instructions preceding the test,
  - ♦ a practice keyboarding text of approximately 150 words (3 to 5 minutes),
  - ♦ a first examination text of 1,350 to 1,550 strokes in narrative format (that is not containing numbers or symbols) with a time limit of 5 minutes,
  - ♦ a second examination text of 1,350 to 1,550 strokes in narrative of 5 minutes duration.
- d) For each keyboarding text the mean number of strokes per dictionary word must fall between 5.90 and 6.10. The average stroke intensity may be calculated by dividing the total number of key-strokes in the keyboarding text by the total number of words.
- e) The syllabic intensity of each keyboarding text must fall between 1.45 and 1.55. The average syllabic intensity can be calculated by dividing the total number of syllables by the total number of words in the text.
- f) At the completion of the examination the candidates will be asked to decide which of the two examination texts typed they wish to be scored. Only the one text designated by them will be scored.
- g) The scoring of the examination must take into account the two criteria below:
- ♦ the speed in number of words typed per minute, determined by dividing the total number of keyboarding strokes by 25,
  - ♦ accuracy by percentage of errors, determined by dividing the number of errors by the total number of words typed.
- h) The pass mark required on the keyboarding examination is either:
- ♦ a speed of 40 words per minute with no more than 5% error
  - ♦ a speed of 25 words per minute with no more than 3% error
- i) To be fully qualified each candidate must be able to meet the criterion for both speed and accuracy. Failure on either one or the other of these criteria will result in a failure on the examination.
- j) In the case of a failure the candidate may be re-tested within a reasonable time. However in this case a different form of the examination must be used and the examination administered under the same conditions as in the first test session.

#### **4.2 Grammar, Spelling and Punctuation Tests**

- a) An examination of grammar, spelling and punctuation must be available in each official language to evaluate the knowledge qualifications, that is a separate English and a separate French test of grammar, spelling and punctuation.
- b) The examination must be able to provide a reliable measure of fundamental rules of grammar, spelling and punctuation at the tenth grade level.
- c) The examination and related material (i.e. answer sheet, administration and technical manual) must be accompanied by appropriate normative data, based on one or more properly identified norm groups. Among these may be 10th grade students, applicants to clerical positions or incumbents.

- d) The pass mark on the examination must be established according to appropriate norm group data. When this data is expressed in terms of percentiles, it is recommended that the pass mark be established at the 40th percentile.
- e) A candidate who has failed the examination may be tested again within a reasonable time.
- f) The raw scores obtained on this examination (including scores obtained on each sub-test of the examination) together with data recorded on the candidates must be filed systematically and maintained.

### **4.3 Clerical Ability Tests**

- a) An examination of clerical abilities must be available in each official language to evaluate the qualifications.
- b) The examination must provide a reliable and valid measure of abilities judged necessary to successful office work:
  - speed and accuracy in activities related to filling, coding and checking of numerical and/or alphabetical material, and
  - arithmetic abilities.
- c) The examination and related material (that is answer sheet, administration and technical manual) must be accompanied by appropriate normative data based on one or more carefully identified reference groups. Among these may be students and incumbents of clerical positions.
- d) The pass mark for the examination must be based on the normative data available. When this data is expressed in terms of percentiles for female and male subjects separately, it is recommended that a pass mark corresponding to the 40th percentile for each normative group be established.
- e) A candidate who has failed the examination may be tested again within a reasonable time.
- f) The raw scores obtained on this examination (including scores obtained on each sub-test of the examination) together with data recorded on the candidates must be filed systematically and maintained.

## Annex "F"

### Insurance Requirements

1. Commercial General Liability (CGL)
  - 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Standing Offer and any resulting Call-up, in an amount usual for a Call-up of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
  - 1.2 For every Call-up resulting from the Standing Offer, 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 Offeror's performance of the Call-up. 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 Call-up, extend to assumed liabilities with respect to contractual provisions.
    - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
    - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
    - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
    - (j) Notice of Cancellation: The Insurer will endeavour to provide the Standing Offer Authority and the Contracting Authority thirty (30) days written notice of policy cancellation.
    - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Call-up.

- (l) Owners' or Contractor's 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) 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.

## 2. Errors and Omissions Endorsements

The following applies to Offerors in Streams 4 and 5.

- 2.1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Call-up, in an amount usual for a call-up of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- 2.2. For every Call-up resulting from the Standing Offer for services in Streams 4 and 5, the Errors and Omissions Liability policy must include the following:
  - a) 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 Call-up.
  - b) Notice of Cancellation: The Insurer will endeavour to provide the Standing Offer Authority and the Contracting Authority thirty (30) days written notice of cancellation.

**Annex "G"**

**THS Quarterly Usage Report Template**

See attached document.

**Annex “H”**  
**Temporary Help Services Form**  
**For**  
**Request for Availability of THS resources for a resulting Call-up**

Refer to the THS website: <http://www.tpsgc-pwgsc.gc.ca/app-acq/sat-ths/index-eng.html>  
This document can be updated from time to time.