




<div>  <div> <div>Public Works and Government Services</div> <div>Canada</div> </div> </div>		Travaux publics et Services gouvernementaux Canada		N° du documentH3701-100142/C		Part - Partie 1 of - de 2		See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions	
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine		Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Services de soins infirmiers Nursing Services	H3701	H3701	1	Lot	\$	XXXXXXXXXXXX	.	

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## 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 instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, 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 Annexes include the Statement of Work, the Basis of Payment, the Report on use of Standing Offer, the Security Requirements Check List and the Insurance Requirements.

### 2. Summary

#### Title:

Temporary nursing staff replacement services for the Aboriginal communities of Winneway in the Témiscamingue region and Lac Rapide in Parc De la Vérendrye in the Upper Gatineau region, Quebec.

**Requirement:**

Santé Canada is seeking professional nursing services to replace existing nursing staff when members are on vacation or when there is a shortage of resources, to ensure availability of daily nursing services in two (2) Aboriginal communities in Quebec.

Up to three (3) offers could be recommended for issuance of a Standing Offer.

**Terms of Standing offers:**

The period of the Standing Offers will be of two (2) years and one (1) option of one (1) year.

**Canadian Content:**

This requirement is limited to Canadian services.

**Security:**

The Requirement has security requirements.

**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.

## **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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

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

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated 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 seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

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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 Quebec.

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.



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

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

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

Section I: Technical Offer (3 hard copies)

Section II: Financial Offer (2 hard copies)

Section III: Certifications (1 hard copy)

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

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

Canada requests that offerors follow the format instructions described below in the preparation of 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>). 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.

Solicitation No. - N° de l'invitation

H3701-100142/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mtb540

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

H3701-10-0142

File No. - N° du dossier

MTB-0-32080

CCC No./N° CCC - FMS No/ N° VME

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## **Section II: Financial Offer**

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

## **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

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

### **1. Evaluation Procedures**

(a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the offers.

(c) The evaluation team will determine first if there are three (3) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

#### **1.1. Technical Evaluation**

To meet the requirement described herein, the experience of the Offeror must be work for which the Offeror was under contract to clients exterior to the Offeror's own organization.

In the case of a joint venture, the combined experience of the parties forming the joint venture will be considered in the evaluation of the experience of the Offeror.

Listing experience without providing any supporting data to describe where and how such experience was obtained will result in the experience not being included for evaluation purposes

##### **1.1.1 Mandatory Technical Criteria**

The Offeror must comply with the following Mandatory Requirements and provide the necessary documentation to support compliance.

If any of these required documents is not submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a 5 working days within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

Any offer which fails to meet the following Mandatory Requirements will be deemed non-responsive and will not be given further consideration. Each requirement should be addressed separately.

<b>MTC No.</b>	<b>Description of the Mandatory Technical Criteria</b>
<b>MTC1</b>	The offeror shall provide the certification regarding the language skills included in the statement of work. This certification would be a copy of the language test established by the offeror and the results for each resource, or any other document from a language school confirming the bilingualism of every nurse. The level of bilingualism is mainly focused on oral expression. Every nurse must be able to understand and respond to the needs of clients in both official languages.
<b>MTC2</b>	The offeror shall propose a minimum of twelve (12) nurses in order to provide nursing services. This number is based on the maximum number of positions to be filled in the health care positions, which is six (6). This is why it is necessary to have a qualified pool of available nurses who meet the requirements, as well as to be able to provide a choice of different candidates
<b>MTC3</b>	Every nurse proposed shall have a valid nursing licence from the Ordre des infirmiers et infirmières du Québec (OIIQ). In this regard, the offeror shall provide confirmation of the licence for every nurse. Health Canada will validate the confirmation through the OIIQ Web site.
<b>MTC4</b>	Every proposed nurse shall have appropriate experience (minimum of one year) in primary health care in a remote region or in acute care and community health care (minimum of one year). Additional training is an asset. In this regard, the offeror shall provide a Curriculum Vitae describing the last few years' experience of every proposed resource.
<b>MTC5</b>	Every proposed nurse shall have a valid driver's licence. In this regard, the offeror must provide a copy of the driver's licence of every proposed nurse
<b>MTC6</b>	Every proposed nurse shall have a valid CPR (cardiopulmonary resuscitation) certificate. In this regard, the offeror shall provide a copy of the CPR certificate for every proposed nurse. Given that this certification is valid for two years, a new certificate shall be provided upon renewal.

### 1.1.2 Point Rated Technical Criteria

Each Technical Offer which meets all the Mandatory Requirements specified above, will be evaluated and scored in accordance with the following Point-Rated Evaluation Criteria (PRTC). A number of 12 nurses will be used for the calculation of certain evaluation criteria for each Offeror.

PRTC	Description	Maximum points	Points Allocation
<b>PRTC1</b>	<p>The offeror shall provide nurses who have the necessary experience to provide the nursing services described in the statement of work.</p> <p>The experience must have been acquired over the last three years prior to the closure of the request for a standing offer.</p>	10X12=120	<p>More than 3 years' experience = max of 10 points</p> <p>1 to 3 years' experience = max of 5 points</p> <p>Less than 1 year = 0 points</p>
<b>PRTC2</b>	<p>The offeror shall provide nurses who have the following knowledge and shall provide a copy of the training program or proof of work experience:</p> <p>1) Work experience with First Nations and Inuit and/or training</p> <p>2) Work experience with chronic diseases among First Nations and Inuit people</p>	6X12=72	<p>1) Work experience with First Nations and Inuit and/or training = max of 3 points</p> <p>2) Work experience with chronic diseases among First Nations and Inuit people = max of 3 points</p>
<b>PRTC3</b>	<p>The offeror would preferably have nurses with a bachelor's degree in nursing or in science ( 3 certificates).</p> <p>The copy of the diploma of every proposed nurse, Bachelor's degree or DEC or certificate(s) is requested</p>	15X12=180	<p>Bachelor's degree = 15 points</p> <p>DEC + community health care certificate = 10 points</p> <p>DEC = 5 points</p>
<b>PRTC4</b>	<p>The offeror shall demonstrate that every proposed nurse has the following documented skills:</p>	10X12=120	<p>Demonstrated capacity</p> <p>Training in primary health in</p>

	Primary health care in a remote area		remote areas = max of 10 points
<b>MAXIMUM OVERALL SCORE</b>		492	
<b>REQUIRED MINIMUM SCORE</b>		<b>295.2</b> <b>(60% of 828)</b>	

## 1.2 Financial Evaluation

### 1.2.1 Registered Nurse

For evaluation purposes only, the price of each offer will be established as follows:

#### 1st YEAR

<b>Labour</b>				
	Category	Estimated volume	Proposed firm rate	Estimated cost
A1	Full week	52 weeks	\$/week	\$
A2	Calendar day	40 days	\$/day	\$
<b>Travel costs</b>				
	Category	Estimated volume round trip	Proposed firm rate	Estimated cost
A3	Winneway (round trip)	40	\$/round trip	\$
A4	Lac Rapide (round trip)	40	\$/round trip	\$
<b>A5</b>	<b>Total estimated cost - 1st Year (A1 + A2 + A3 + A4 )</b>			<b>\$</b>

**2nd YEAR**

<b>Labour</b>				
	Category	Estimated volume	Proposed firm rate	Estimated cost
B1	Full week	52 weeks	\$/week	\$
B2	Calendar day	40 days	\$/day	\$
<b>Travel costs</b>				
	Category	Estimated volume round trip	Proposed firm rate	Estimated cost
B3	Winneway (round trip)	40	\$/round trip	\$
B4	Lac Rapide (round trip)	40	\$/round trip	\$
B5	<b>Total estimated cost - 2nd Year (B1 + B2 + B3 + B4 )</b>			<b>\$</b>

**3rd YEAR (OPTION)**

<b>Labour</b>				
	Category	Estimated volume	Proposed firm rate	Estimated cost
C1	Full week	52 weeks	\$/week	\$
C2	Jour civil	40 days	\$/day	\$
<b>Travel costs</b>				
	Category	Estimated volume round trip	Proposed firm rate	Estimated cost
C3	Winneway (round trip)	40	\$/round trip	\$
C4	Lac Rapide (round trip)	40	\$/round trip	\$
C5	<b>Total estimated cost- 3rd Year (option) (C1 + C2 + C3 + C4 )</b>			<b>\$</b>

These volumes are estimates for evaluation purposes only, and not to be construed as a guarantee.

No other costs, fees, expenses or rates will be considered or payable by Canada.

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

For evaluation purposes only, the total estimated cost calculated in the following table corresponds to the total evaluated price of the Offeror's offer for the services of Registered nurse.

Offer's Evaluated Price = A5 + B5 + C5 (sum of total estimated cost)      \$

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## **2. Basis of Selection**

### **2.1 To be declared responsive, an offer must:**

- (a) comply with all the requirements of the Request for Standing Offers (RFSO); and
- (b) meet all mandatory technical evaluation criteria; and
- (c) obtain the required minimum of 295.2 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 492 points.



**2.2** Offers not meeting (a) or (b) or (c) above will be declared non-responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

Up to three (3) offers could be recommended for issuance of a standing offer.

The three (3) responsive offers with the lowest evaluated price will be recommended for issuance of a standing offer. The offer with the lowest evaluated price will be ranked first, the second offer with the lowest price will be ranked second and the third offer with the lowest price will be ranked third.

If two or more receivable offers have the same lowest evaluated price, the receivable offer with the highest global mark for the point rated technical criteria (PRTC) will be recommended for issuance of a standing offer.

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## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications 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 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. Certifications Precedent to Issuance of a Standing Offer and Certifications Required with the Offer**

Offerors must submit the certifications as provided below:

#### **1.1 Certifications Precedent to Issuance of 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 requirements within that time period will render the offer non-responsive.

##### **1.1.1 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.

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 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

### 1.1.2 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.

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## 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.

#### **1.1.3 Status and Availability of Resources**

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

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

## **1.2 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications with their offer.

### **1.2.1 Canadian Content Certification**

This procurement is limited to Canadian services.

The Bidder certifies that:

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

#### **1.2.1.1 SACC Manual clause A3050T (2010-01-11) Canadian Content Definition**

## **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.

### **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 E.

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

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

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

#### 2. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE #: 0020100142

1. The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.

2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

3. Processing of PROTECTED materiel electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.

4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

5. The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex D;
- (b) Industrial Security Manual (Latest Edition).

#### 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.



### **3.1 General Conditions**

2005 (2012-03-02) 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 contracts 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 in Annex "C". 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 data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

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

## **4. Term of Standing Offer**

### **4.1 Period of the Standing Offer**

Call-ups against the Standing Offer can be made and the services rendered from issue of the Standing Offer for a period of 2 years inclusive.

### **4.2 Extension of Standing Offer**

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

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 5. Authorities

### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Denis Dubé  
 Title: Supply Specialist  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Telephone: 514-496-3886  
 Facsimile: 514-496-3822  
 E-mail address: denis.dube@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, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 5.2 Project Authority

The Project Authority for the Standing Offer is: ( will be identified in resulting Standing Offer)

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.

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### 5.3 Offeror's Representative

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

### 6. Identified Users

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

Health Canada, Quebec Region, Complexe Guy Favreau, Montreal, Quebec.

### 7. Call-up Procedures

A call-up made against this Standing Offer shall form a contract only for those services, which have been called-up, provided always that such call-up is made in accordance with the provisions of this Standing Offer.

The Offeror will be authorized by the Identified User to proceed with the Work by the issuance of a duly completed and signed Call-up form PWGSC-TPSGC 942. A description of the Work to be performed will be appended to the form PWGSC-TPSGC 942. The Offeror shall not commence any work until it has received a Call-up form PWGSC-TPSGC 942 signed by the Identified User. The Offeror acknowledges that any and all work performed in the absence of a signed call-up will be done at its own risk, and Canada shall not be liable for payment therefor.

### 8. Call-up Instrument

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

### 9. Allocation of Work

Work shall be allocated to the Offeror through the following procedures, by means of the order form specified in the previous clause entitled "Call-Up Instrument."

For each Call-up:

On day 1, the Identified User will communicate with the Offeror ranked first in the list below and transmit the nursing requirements. From that moment, the Offeror will inform the Identified User, in writing, of the requirements the Offeror intends to cover.

24 hours later, on day 2, if there are unfulfilled requirements, the Identified User will communicate with the Offeror ranked second in the list below and transmit the list of the remaining requirements. From that moment, the Offeror ranked second, will inform the Identified User, in writing, of the requirements the Offeror intends to cover.

24 hours later, on day 3, if there are unfulfilled requirements, the Identified User will communicate with the Offeror ranked third in the list below and transmit the list of the remaining requirements. From that moment, the Offeror ranked third, will inform the Identified User, in writing, of the requirements it intends to cover.

The Identified User will not be able to keep the Offerors informed of changes in the list of available shifts. To obtain this information, the Offeror will have to contact the Identified User.

## **9.1 Order of Ranking**

The Offeror's order of ranking is as follows: (To be identified in the Standing Offer)

- 1.
- 2.
- 3.

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

Individual call-ups against the Standing Offer must not exceed \$40 000.00 (Goods and Services Tax or Harmonized Sales Tax included).

## **11. Financial Limitation**

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

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

## 12. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005(2012-03-02), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2035 (2012-03-02), General Conditions- Higher Complexity - Services;
- e) Annex A, Statement of Work ;
- f) Annex B, Basis of Payment;
- g) Annex C, Report on use of Standing Offer;
- h) Annex D, Security Requirements Check List;
- i) Annex E, Insurance Requirements;
- j) the Offeror's offer dated \_\_\_\_\_ .

## 13. Certifications

### 13.1 Compliance

Compliance with the certifications 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 or 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.

### 13.2 SACC Manual Clauses

SACC Manual Clause M3020C (2010-01-11), Status and Availability of Resources  
SACC Manual Clause M3060C (2008-05-12), Canadian Content Certification

## 14. Applicable Laws

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

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **1. Statement of Work**

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

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

#### **2.1 General Conditions**

2035 (2012-03-02), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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

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

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

### **4. Payment**

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

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable

#### **4.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability

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being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the contract expiry date, or
- (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

#### **4.3 Terms of Payment**

SACC Manual clause H1000C (2008-05-12) Single Payment

#### **4.4 SACC Manual Clauses**

A9065C (2006-06-16) Identification Badge

A9068C (2010-01-11) Government Site Regulations

A9117C (2007-11-30) T1204 - Direct Request by Customer Department

#### **5. Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

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## ANNEX A

### STATEMENT OF WORK

#### 1. Background

The First Nations and Inuit Health Branch (FNIHB), Quebec Region, Health Canada, provides primary care, and community and emergency nursing services to Aboriginal communities in the province of Quebec in order to improve the health of First Nations and Inuit people. Community primary care services include a wide range of programs and activities that have an impact on health, namely by preventing diseases and injuries, promoting health, and providing treatment and rehabilitation. These services are essentially provided in nursing stations and community health care centres, but can also be provided in schools, child care centres and pre-school centres, drug addiction treatment centres and other community establishments that provide health care promotion activities. Non-urgent nursing care includes physical assessments, statement of problem, pharmaceutical care and case management, family care and follow-up, the management of communicable diseases and the administration of vaccines, as well as the provision of consultation services with other providers and health care facilities in the province.

The communities targeted by this submission are Winneway (Long Point First Nation) in the Témiscamingue area and Rapid Lake (Barrière Lake) in the La Vérendrye Wildlife Reserve in Haute-Gatineau. These communities are serviced by a nursing station, where nurses are on duty every day, including weekends and holidays, and where care services are provided outside of normal working hours. The purpose of this call for tenders is to arrange for nursing staff replacements for the communities of Winneway and Rapid Lake.

#### 2. Scope

##### 2.1 Title

Temporary nursing replacement in the Aboriginal community care stations in Winneway and Rapid Lake.

##### 2.2 Introduction

Health Canada is looking for professional nursing services to replace current nursing staff when they go on leave or are not available to provide the daily nursing services in the two (2) communities.



## **2.3 Transportation**

The contractor is responsible for arranging transportation (land or air) for its employees serving Winneway and Rapid Lake, as well as for covering the associated travel expenses. An allowance for every return trip is included in the base fee, and a day of travel is not considered a day of paid work.

## **2.4 Accommodations and living expenses**

Health Canada shall provide accommodations in the locations where the services will be provided. Health Canada shall ensure that the lodgings are clean before the contractor's staff arrive. The contractor's staff shall respect the cleanliness and integrity of the furnishings in the lodgings provided. When they leave, the contractor's staff shall clean their lodging, and any repairs required due to breakage will be billed to the contractor. If the lodging is improperly cleaned, the cleaning will be billed to the contractor. The contractor is responsible for covering living expenses.

## **2.5 Purpose of the request**

Community nursing stations provide primary health care services 24 hours a day, seven days a week, and include emergency and non-urgent care. The nurse in charge determines the rotation schedule and allocates hours in an equitable manner among the nurses. The contractor's nursing staff shall never leave the station unattended before the arrival of the regular nurse or his/her replacement.

## **3. Requirements**

### **3.1 Work**

In order to properly perform their work, the contractor's nurses shall carry out the following duties:

- deliver health care programs and services according to Health Canada's objectives in order to enable First Nations and Inuit people to acquire and achieve a state of health comparable to that of Canadians;
- deliver primary health care according to a holistic approach corresponding to the professional practice of nursing stations;
- deliver teaching plans implemented at the nursing stations;

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- provide primary care according to the nursing care standards recognized by the Ordre des infirmières et infirmiers du Québec (OIIQ);
  - follow the directives established by the nurse in charge at the nursing station or the nurse supervisor in the regional office of the First Nations and Inuit Health Branch, Quebec Region;
  - deliver community health care programs according to the directives established by the nurse in charge or the nurse supervisor;
  - comply with provincial and federal legislation applicable to the transportation of hazardous materials and biomedical waste in order to reduce their risk to the workplace and the environment;
  - comply with the policies and procedures for narcotics and other controlled substances (NCS). The procedure is available at the nursing station. The controlled substances must be tallied with every staff change, as stipulated in the Health Canada policy;
  - inform the nurse in charge, or in the latter's absence the nurse supervisor, of any unusual incident and prepare an incident report, as applicable; and
  - perform duties in both official languages of Canada (English and French) as required under the circumstances.

### 3.2 Specifications and standards

The contractor shall provide competent nurses to ensure the continuity of nursing services. This means that the contractor's nurses shall deliver primary care, emergency and community health care services during normal clinic hours according to the established schedule. In addition, a 24/7 care service shall be provided in shifts with the nurses in place for the population.

The contractor's nurse shall at all times:

- have a Diplôme d'études collégiales (DEC) in nursing or a bachelor's or master's degree in nursing;
- have and provide a valid licence issued by the Ordre des infirmières et infirmiers du Québec (OIIQ);
- comply with the professional standards and requirements of the OIIQ and Health Canada;
- comply with the departmental requirements on designated substances (refer to the Controlled Drugs and Substances Act, SC 1996, c 19)

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<http://www.canlii.org/en/ca/laws/stat/sc-1996-c-19/latest/sc-1996-c-19.html>;

- display a professional attitude and be sensitive to cultural differences, and treat the people in the community with respect;
- have pertinent experience (minimum of one year) in primary care in remote areas and/or in a hospital and community in various clinical areas;
- have an up-to-date certificate in Cardiopulmonary Resuscitation (CPR);
- have a valid driver's licence;
- master both official languages of Canada (English and French: written comprehension, written expression and oral expression) – clients in both communities use Algonquin as their mother tongue and English as their second language. Many of them are trilingual (Algonquin, English and French). French is used to prepare reports for files. As well, most of the contacts with local health care professionals are in French. Reports for clients may need to be prepared in English by the nursing staff;
- keep knowledge and skills up to date in terms of the requirements; and
- additional training in expanded role is an asset.

### **3.3 Technical, operational and organizational environment**

The contractor's nursing staff will work in remote nursing stations in the Winneway and Rapid Lake communities. They will live in apartments on the second floor of the building. All utilities (electricity, phone, cable and internet) are available in these communities, but there are no food services (there is no grocery store, restaurant or convenience store in the communities).

A vehicle provided by Health Canada is available to nursing staff for client services (e.g.: home visits, etc.). The vehicle is used strictly to provide nursing services to the population.

### **3.4 Quality control and assurance**

The work required of the contractor's nurses is the same as that required from Health Canada's nurses. The quality of the work will have to satisfy the nurse in charge and the nurse supervisor of the Regional office.

The work will be assessed based on the quality of the nursing care provided, the quality of the interactions with the public, staff working in the nursing stations and partners, respect for others, the quality of the nursing reports in the client files, and the planning and organization of services.

The documents entitled Perspective de l'exercice de la profession d'infirmière and Code de déontologie de l'Ordre des infirmières et infirmiers du Québec (OIIQ) are indispensable references.

### **3.5 Confidentiality and use of Health Canada equipment**

The contractor's nursing staff shall protect the confidentiality of its observations and notes in the client's file. Staff shall use the available tools to ensure the continuity of care (e.g. therapeutic nursing plan (TNP), systematic client follow-up, patient records, etc.). Staff shall use Health Canada's medical, electronic and computer equipment, while complying with Health Canada's policies, standards and directives.

### **3.6 Health Canada obligations**

The contractor's nursing staff shall have access to all facilities in the performance of their day-to-day duties at the nursing station to the same extent as Health Canada's nursing staff, in terms of normal use and respect for the property of others. They shall be responsible for their actions and shall notify the nurse in charge or nurse supervisor in the Regional office of any breakdown or malfunction of the instruments or equipment used.

### **3.7 Place of work, location of work and place of delivery**

Rapid Lake nursing station  
Rapid Lake Algonquins  
La Vérendrye Wildlife Reserve (Quebec)

Winneway nursing station  
Long Point First Nation  
Winneway (Quebec)

### **3.8 Work schedule**

The contractor's nursing staff shall comply with the schedule established for the nursing station, with the option of a flexible schedule (e.g. the pilot project in place in Rapid Lake).

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### 3.9 Security requirements

The security of the nursing staff on site is a priority (locked doors, intercom system and camera in the apartments, portable phones, etc.). The contractor's nursing staff shall comply with Health Canada's security directives.

All pertinent information about the health of individuals living in the community is confidential and is kept in a safe place in locked filing cabinets or facilities. This information shall remain inside the nursing station.

**ANNEX B****BASIS OF PAYMENT****LABOUR: Firm rates per resource**

Catégorie	Year 1	Year 2	Year 3 (option)
Full week (7 consecutive calendar days)	\$/ week	\$/ week	\$/ week
Calendar day	\$/ Calendar day	\$/ Calendar day	\$/ Calendar day

The firm rates, all inclusive, include the work performed during normal clinic hours (from Monday to Friday including statutory holidays) as well as on-call service 24 hours a day, 7 days a week, including statutory holidays for each call-up against the Standing Offer, customs duty included, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) non applicable.

**TRAVEL COSTS: Firm rates per travel (round trip)**

Catégorie	Year 1	Year 2	Year 3 (option)
Winneway (round trip)	\$	\$	\$
Lac Rapide (round trip)	\$	\$	\$

The firm travel costs rates, all inclusive, include the travel time of the nursing personnel from their residence to the nursing post, for each travel authorised by a call-up against the Standing Offer, customs duty included, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) non applicable.

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## ANNEX E

### INSURANCE REQUIREMENTS

#### 1. Insurance Requirements

The Contractor must comply with the insurance requirements specified in sub-section 1.1. 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.

#### 1.1 Commercial General Liability Insurance

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

2. The Commercial General Liability policy must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

(b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

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- (c) **Products and Completed Operations:** Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- (d) **Personal Injury:** While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (e) **Cross Liability/Separation of Insureds:** Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (f) **Blanket Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) **Employees and, if applicable, Volunteers** must be included as Additional Insured.
- (h) **Employers' Liability** (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) **Broad Form Property Damage including Completed Operations:** Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) **Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) **Owners' or Contractors' Protective Liability:** Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) **Non-Owned Automobile Liability - Coverage** for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) **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



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the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

# Annex C

# Report on use of Standing Offer

[illegible]



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

0020100142

Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
SANTÉ CANADA		DIR. SANTÉ DES PREMIÈRES NATIONS ET INUITS	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
n/a		n/a	
4. Brief Description of Work / Brève description du travail			
Services temporaires de remplacement d'infirmières (Iers) dans les postes de soins de communautés autochtones de Winneway et du Lac Rapide.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
		Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>			
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
		SECRET SECRET <input type="checkbox"/>	
		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes  
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SÉCRÉT           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET- SIGINT<br>TRÈS SECRET - SIGINT         | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SÉCRÉT | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes  
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☐ Yes  
Non Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☒ Yes  
Non Oui

Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes  
Non Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes  
Non Oui

Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes  
Non Oui

Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?



**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(les) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ		NATO				COMSEC						
	A	B	C	CONFIDENTIAL  CONFIDENTIEL	SECRET	TOP SECRET  TRÈS SECRET	NATO RESTRICTED  NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL  NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL  CONFIDENTIEL	SECRET	TOP SECRET  TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production		✓														
IT Media / Support TI																
IT Link / Lien Électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée  
« Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée  
« Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).