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## PART 1 - GENERAL INFORMATION

### 1.1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security 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: "Requirement", the "Basis of Payment", the "Security Requirements Check List", "Standing Offer Reporting Data", "Key Terms", "Area Directory of Temporary Help Solicitations across Canada (excluding the National Capital Area)", "Site Instruction" provided upon issuance of Standing Offer)"

### 1.2. Summary

(i)

**To provide temporary help services to federal government departments and agencies in one or more of the indicated geographic Areas<sup>1</sup> listed in Annex "F" (excluding the National Capital Area<sup>1</sup>) on an as and when requested basis as outlined in Annex "A" for call-ups generated from 1 June 2012 to 31 May 2013 with offer to extend for an additional one year period from 1 June 2013 to 31 May 2014, also referred to as a Regional Master Standing Offer (RMSO). Offers will be accessible by Identified Users through an intranet catalogue to be refreshed<sup>2</sup> semi-annually (every 6 months) to enable new suppliers to become Standing Offer Holders for the provision of the Standing Offer, and to enable existing Standing Offer Holders to adjust their rates or contacts or qualify for Areas<sup>1</sup> for which they did not initially qualify. Once issued, the Standing Offers will be available for use by Identified Users to meet their temporary help services requirements.**

Temporary help services may be required from Standing Offer Holders who, as course of business, provide the services of many employees (perhaps simultaneously) to others on a temporary basis when the incumbent is absent for a period of time; during a temporary workload increase, or when a position is in

process of being staffed. The Standing Offer Holder will be responsible to prescreen, pre-train and pay benefits for their temporary help employees.

The temporary help services available through this Standing Offer include services commonly available in each category: Administrative Support, Professional and Administrative, Technical and Operational, Telecommunications and Engineering which are further broken down into classifications<sup>3</sup> as evidenced by referring to the spreadsheets and classification<sup>3</sup> descriptions viewable at <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/docs/>

For the purposes of this document, consolidated large-value services requirements and all other requirements, such as deliverables-based initiatives, or unique services, at present, shall be fulfilled through other methods. The classifications<sup>3</sup> outlined in the Catalogue for temporary help services are not objective-based nor do they include unique skill sets.

- (ii) There is a security requirement associated with this requirement. For additional information, consult Part 6, Security and Insurance Requirements, and Part 7A - Standing Offer. Offerors 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.
- (iii) The requirement is limited to Canadian goods and/or services.
- (iv) This procurement includes a Voluntary Set-Aside for Aboriginal Business. For further information on the Set-Aside Program for Aboriginal Business, contact the Aboriginal Procurement & Business Promotion Directorate in Aboriginal Affairs and Northern Development Canada at 1-800-400-7677 or fax 819-956-9837.

### 1.3. Security Requirement

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

### 1.4. Key Terms

Key Terms are defined at Annex "E". They are identified throughout the body of the RFSO by footnote references

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1. Standard Instructions, Clauses and Conditions

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

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 eighty (180) days

## 2.2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on in Annex "F" for the quoted Area<sup>1</sup>.

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

## 2.3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority at least thirteen (13) business days before the next closing date cited in Annex "F" for consideration for the subsequent period awards.

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.

This RFSO includes a refresh<sup>2</sup> of the catalogue, at 14:00 local time on the dates cited in Annex "F". This refresh<sup>2</sup> enables current offerors to revise their contact information and/or rates or permit new offerors an opportunity to obtain a Standing Offer.

## 2.4. 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 the Canadian province or territory where services will be offered.

# PART 3 - OFFER PREPARATION INSTRUCTIONS

## 3.1. Offer Preparation Instructions

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

**Section I: Technical Offer(s)**, by Area<sup>1</sup> if multiple Areas are submitted (1 hard copy)

**Section II: Financial Offer(s)**, by Area<sup>1</sup> if multiple Areas are submitted (1 hard copy and 1 soft copy: Excel spreadsheet e-mailed to the appropriate contact in Annex "F")

**Section III: Certifications (1 hard copy)**

If there is 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 offers.

- (a) Use 8 ½ 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.

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

Offerors must submit their financial offer, by Area<sup>1</sup>, in accordance with the Annex "B" Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is **extra**, if applicable.

#### **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.



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1. Evaluation Procedures

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

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

#### 4.1.1. Technical Evaluation

##### Mandatory Technical Criteria

#### A. EXISTING HOLDERS OF STANDING OFFERS: (Grandfathering clause)

Those Offerors who have previously qualified and hold Standing Offers in their quoted areas<sup>1</sup> for temporary help services up to 31 May 2012, will receive an email requesting completion and submission of the following mandatory certification before expiry.

We, \_\_\_\_\_ (company name) in \_\_\_\_\_ (area<sup>1</sup>) hereby comply and accept the terms of the solicitation listed in Annex "F" and will continue to provide quarterly utilization reports as identified in Annex "D") to the listed PWGSC office.

\_\_\_\_\_  
Name, Title                                      Signature                                      Date

\_\_\_\_\_  
Phone                                      Fax                                      E-mail

An e-mail award will be sent to confirm adoption of new terms and conditions, identified by a new Standing Offer Serial Number.

Not a criterion for qualifying your bid: We are soliciting your feedback on your Environmental initiatives. You may provide feedback during the term of this offer at any time to ont.ths-sat@pwgsc.gc.ca for future consideration.

Since 1998, PWGSC has made possible, in some geographic areas, the submission of partial electronic financial offers; electronic financial evaluations; electronic awards of geographically-dispersed Regional Master Standing Offers; reduced paper submissions; paperless call-ups, paperless reports; paperless training material and predominantly electronic correspondence.

In order to encourage Temporary Help Offerors to build on environmentally responsible practices, your feedback is requested to identify standards for subsequent adoption in future Standing Offers.

What initiatives has your company adopted or in the process of adopting? (Please provide details)

1	to reduce paper?	
2	to reduce electricity and/or water consumption?	
3	to reduce Greenhouse Gas Emissions?	

4	an environmentally-preferable office supply initiative?	
5	an environmentally-preferable meeting program: e.g. as taken from Environment Canada's site: <a href="http://publications.gc.ca/collections/collection_2009/ec/En4-57-2007E.pdf">http://publications.gc.ca/collections/collection_2009/ec/En4-57-2007E.pdf</a>	
6	a recycling program?	
7	a comprehensive Environmental Management System (EMS) such as ISO 14001 or equivalent (including the basic principles: identifying environmental impacts, set goals to manage them, implement plans to meet those objectives, evaluating performance, and make continual improvements to the system).	
8	Other - Please provide details on any additional initiatives	

- B. **ALL OTHER OFFERORS** who wish to provide one or more of the listed temporary help services classifications<sup>3</sup> are to follow the directions provided below. New Offerors may submit offers for any stated Area<sup>1</sup>, at 6-month intervals, as awards will be made semi-annually through refreshing<sup>2</sup> the Standing Offer until the closing date listed on the front of the RFSO document.

During the 1-year and 1 year extension period, Solicitation Closings will occur every 6 months as indicated in Annex "F".

The process for the submission of Offers for inclusion in the Catalogue is summarized below for closing dates listed in Annex "F".

- i) **Offeror's accessibility to candidates in the geographic Area<sup>1</sup> in appropriately zoned, professional facilities:**
  - The Offeror must provide services from a fully-operational, permanent, commercial office for the Area<sup>1</sup> and include this Area<sup>1</sup>-specific branch office address in the appropriate field of the Area<sup>1</sup>-specific Basis of Payment Excel spreadsheet.
  - In order to ensure one quoted rate per classification<sup>3</sup> per area<sup>1</sup>, only one Offeror location can be cited per Area<sup>1</sup>. Offerors from other affiliated offices in Area<sup>1</sup> will not be considered.
  - If there are fewer than 4 *potential* offerors in an Area<sup>1</sup>, Offerors quoting within the stated Region may submit a bid.
- ii) **Offeror's availability:**
  - The office cited in i) above must operate its commercial office during normal business hours (a minimum of 7.5 hours per day, any time from 7:30 a.m. to 5:30 p.m.)
- iii) **Offeror availability of staff:**
  - The Offeror is to maintain a minimum staff of two (2) full-time employees dedicated to the supply of Temporary Help Services for the Area<sup>1</sup> and their names, phone numbers, fax numbers and e-mail addresses are to be included in the appropriate fields on the Area<sup>1</sup> Basis of Payment spreadsheet. If you are offering bilingual services, at least one permanent contact listed on the excel spreadsheet must have a "(B)" after their name

(identifying that they meet Level "C" or higher bilingual status as defined in Annex "E".) This information will be presented to bilingual clients.

iv) **Offeror standard response times:**

- The Offeror must identify if they will be able to reply or acknowledge Identified User queries within four (4) hours.
- The Offeror must be capable of dispatching a resource meeting the quoted classification<sup>3</sup> description to the identified client site in the area<sup>1</sup> within 48 hours 80% of the time, or identify within 24 hours, a specific date to provide such a resource.

v) **Offeror's Corporate experience related to classifications<sup>3</sup> offered:**

An offeror must be able to provide at least one of the listed classifications<sup>3</sup>, but have a sufficient number of people meeting that description to provide within 48 hours of a request, within at least one of the given geographic Areas<sup>1</sup>, in order to qualify to provide in that Area<sup>1</sup>

- A statement demonstrating that as an entity, the Offeror has been in business for at least one (1) year and has provided one or more of the offered classifications<sup>3</sup> in the geographical Area<sup>1</sup> for a minimum of three (3) months prior to the submission of the Offer.
- Identify the month/year that the Offeror started providing temporary help services in the Area<sup>1</sup>.

vi) **Offeror corporate contact with whom to escalate problems:**

- The Offeror is to provide a list of key corporate contacts (identified as Update or Super Users) representing the Offeror for the Area(s)<sup>1</sup>, with whom PWGSC will contact should problems arise and hold responsible for ensuring compliance with the terms of this Standing Offer.

vii) **Offeror legal capacity and information for the purposes of obtaining or confirming security clearance:**

- The Offeror is to indicate the full Legal Company Name, the Company Operating name (if different); and include this information on the appropriate fields on the Area<sup>1</sup> Basis of Payment spreadsheet.
- Only one branch office in an Area<sup>1</sup> will be permitted to submit an offer.

viii) **Procurement Business Number:**

- The Offeror is to identify the Procurement Business Number (PBN) of the same legal entity in vii) above and its address is to coincide with the address on the area<sup>1</sup> spreadsheet.

ix) **Offeror process for testing candidates:**

- The Offeror must describe the tools and procedures and instruments in place to test for the various skills and/or aptitudes for the types of classifications<sup>3</sup> quoted.

A) What hard and soft skill tests are administered by the Offeror

- how are the candidates measured on these skills and with what degree of reliability
- how are tests administered?

B) For more technical or profession classifications being offered, how are these skills assessed/verified?

C) Does the Offeror routinely assess writing (spelling, punctuation, grammar), oral communication, reading, arithmetic, coding, checking, filing skills and how?

D) If Bilingual<sup>5</sup> services are being offered, a permanent bilingual<sup>5</sup> staff member must be available to screen and offer bilingual<sup>5</sup> temporary help personnel.

x) **Offeror's Quality Control Process:**

- The Offeror must describe their firm's current internal quality control process to evaluate overall service of the firm/company; and the performance of the temporary employees.

THIS PROCESS MUST INCLUDE:

- a) pre-assignment screening of temporary worker (including skills, abilities, personal suitability);
- b) assessment of temporary worker during assignment; and
- c) assessment of temporary worker and your company, after assignment

xi) **Client Satisfaction:**

- The Offeror is to provide three (3) positive letters of reference from **major** clients of your temporary help services in the specific Area<sup>1</sup> for which you wish to be considered.
- The following information is to be included in your Offer relative to each letter:
  - a) the contact person and telephone number of the client;
  - b) the period of the contract;
  - c) the dollar value of the contract; and
  - d) the type of service provided- must be identical to at least one of the Offeror's quoted classifications<sup>3</sup>.

- xii) **Insurance:** The Offeror is to demonstrate insurability as identified in 6.2 (and ideally by closing date), that they are insured as identified in Part 7, Article 14.

xii) **Workers Compensation Certification - Letter of Good Standing**

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

The Offeror must provide, within seven (7) days following a request from the Standing Offer Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Offeror's good standing account. Failure to comply with the request will result in the Offer being declared non-responsive.

xiii) **Security Clearance**

- The Offeror is to be security-cleared to Designated Organization Screening (DOS)/Reliability - see 6.1. Security Requirement before issuance of a Standing Offer.
- The Offeror is to indicate their Facility Security Status,
- If not in possession of federal security clearance, send an e-mail to the [ont.ths-sat@pwgsc.gc.ca](mailto:ont.ths-sat@pwgsc.gc.ca) identifying that you wish to be sponsored.

## 1.2 Financial Evaluation

**1.2.1** The quoted hourly rates for each classification<sup>3</sup> will be subjected to the two-step assessment identified in 2. Basis of Selection below (and elaborated in Rate Evaluation<sup>7</sup> in Annex "E" Key Terms); the assessment is performed at 14:00 local time on the dates specified in Annex "F".

- i) At each refresh<sup>2</sup>, those Offerors who have been issued Standing Offers may revise their submitted rates at the website: <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/> with the provided usernames and passwords. Revised and retained rates of Offerors will be evaluated according to the rate evaluation<sup>7</sup> and form an updated version of the catalogue presented to the clients and viewable by all Offerors in the Area<sup>1</sup>.
- ii) Those quoted rates below the minimum wage for the respective Province/Territory will automatically be removed.
- iii) The overtime multiplier must be identified on the appropriate field of the spreadsheet (or on the web site for current Offerors) but will not be used in the rate evaluation<sup>7</sup>. The overtime multiplier will be identified in the catalogue for overtime situations and to break "ties" to rank firms with the same quoted rates.
- v) For Offerors who have at least one permanent staff member for a given Area<sup>1</sup> meeting the bilingual<sup>5</sup> language capacity described under bilingual<sup>5</sup> services in Annex "E" Key Terms (identified by a (B) after their name as a listed contact), the Offeror will be permitted to screen and offer bilingual<sup>5</sup> temporary help individuals. In the circumstance when the services of bilingual<sup>5</sup> personnel are specifically requested by the Identified User, the Offeror will add a premium of \$0.55 per hour on the hourly rate applicable to the classification<sup>3</sup> requested.

It will be presumed the temporary help services are unilingual English (or unilingual French in Quebec) and that the Offeror does not have the necessary capability to screen for or the ability to provide bilingual<sup>5</sup> temporary help employees if no one is specified as bilingual<sup>5</sup> in the Offer.

## 2. Basis of Selection

**2.1** Offers from a division or a branch office of a company who has already submitted and been issued a Standing Offer from this solicitation for the same Area<sup>1</sup> under this Request for Standing Offer will not be accepted.

Refer to Rate Evaluation<sup>7</sup> in Annex "E" Key Terms on the dates and times specified in Annex "F".

As a portion of this solicitation has been Set-aside for Aboriginal Businesses<sup>4</sup>, those Offerors meeting the mandatory criteria and identifying themselves as an Aboriginal Business<sup>4</sup>, will be grouped together by quoted Area<sup>1</sup> and included in the catalogue. Non-Aboriginal firms will be assessed separately from Aboriginal<sup>4</sup> firms.

### 2.2 Basis of Selection - Mandatory Requirements Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. Offers not meeting all of the mandatory requirements will be given feedback on their offer and will be given an opportunity to provide what is missing for the subsequent closing. The responsive offers with the lowest evaluated rates according to the formula identified below will be recommended for issuance of Standing Offer and Call-up Authority. For an example, see 'Rate Evaluation<sup>7</sup>' in Key Terms Annex "E".

**Step 1: Initial Screening of Rates**

The average rate of all rates quoted for each classification<sup>3</sup> (ex. Clerk inter. plus WP2-C2) will be calculated. The average rate is the addition of the rates quoted for a classification<sup>3</sup> divided by the number of suppliers who submitted rates for the classification<sup>3</sup>. Two limits will be established as follows:

limit "A" calculated average less 20% (80% of the average)

limit "B" calculated average plus 20% (120% of the average)

Rates which fall under limit "A" will be accepted. Rates which are over limit "B" will be rejected. The rates which are in between these two limits will be used in the calculation of Step 2.

**Step 2: Final Screening of Rates**

A new average will be calculated using the rates remaining from the initial screening (rates that have not been initially accepted or rejected in step 1). The remaining rates falling on or below the new average plus 5% of the average rate will be issued Standing Offers. The rates that were accepted because they were under limit "A" will be issued a Standing Offer.

Rates which exceed the new average rate plus 5% will be rejected and excluded from further consideration in the catalogue presentation for that period.

**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

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 Federal Contractors Program for Employment Equity - Certification

Federal Contractors Program - Certification- assuming \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some offerors 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 is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Offerors who have been declared ineligible contractors by Human Resources and Social 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*. Offerors 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 offer from ineligible contractors 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

(<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>), to the Labour Branch of HRSDC.

3. The Offeror certifies its status with the FCP, as follows:

The Offeror

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full time or part-time direct permanent employees 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 FCP, having a workforce of 100 or more full-time or part-time direct permanent employees 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 following HRSDC Web site:  
<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

## 1.2 Former Public Servant Certification M3025T (2010-01-11)

- 1.2.1. 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 up 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 the 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 fee 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.

### **1.3 Canadian Content Certification**

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

Canadian Content Certification M3056T (2010-01-11)

This procurement is limited to Canadian services.

The Offeror certifies that:

- ( ) the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the *Supply Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/3/6>)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### **1.4. VOLUNTARY SELF-DECLARATION OF ABORIGINAL BUSINESSES<sup>4</sup> PROVIDING TEMPORARY HELP**

#### **VOLUNTARY SELF-DECLARATION OF ABORIGINAL BUSINESS<sup>4</sup>**

Public Works and Government Services Canada, in conjunction with the Aboriginal Affairs and Northern Development Canada (AANDC) are encouraging awareness of the capabilities of *Aboriginal Temporary Help Offerors* among Federal Government Departments and Agencies. Federal Government Departments and Agencies will receive an additional benefit in making call-ups with your firm, by contributing to their multi-year performance objectives relating to procurements from Aboriginal businesses<sup>4</sup> as stated in Treasury Board Contracting Policy Notice 1996-06.

To this end, the following voluntary statement is requested from businesses which are Aboriginal according to the criteria, in order to identify to these same Departments and Agencies that:

- 1) Your firm has met the mandatory criteria as dictated in the solicitation document, AND

2) Your business meets the definition of an Aboriginal business<sup>4</sup>, as described in the enclosed, will continue to meet this definition throughout the duration of the Standing Offer, providing such evidence upon request; AND

3) Your business is willing to be audited regarding this certification; AND

4) Your business acknowledges that if it is found NOT to meet the eligibility criteria, the Offeror shall have their Standing Offer set-aside/removed and could face one or more civil consequences set out in the certification.

**Please Identify if the following A) or B) is applicable:**

**A) Our Firm IS NOT an ABORIGINAL BUSINESS<sup>4</sup>. ( ) OR** complete the following:

**B) Our Firm IS an ABORIGINAL BUSINESS<sup>4</sup>. ( )**

#### **SELF DECLARATION STATEMENT OF ELIGIBILITY OF AN ABORIGINAL OFFEROR**

I, \_\_\_\_\_ (Name of duly authorized representative of business) hereby state that \_\_\_\_\_ (Name of business) is an Aboriginal Business<sup>4</sup>; that is, that at least 51 percent of the ownership and control of the business is in the hands of an Aboriginal person or persons and that (where the business has more than five full-time employees) at least 33% of the full-time employees are Aboriginal and that these conditions will be maintained throughout the duration of the Standing Offer as identified in the attached pages, which I have read and understood.

I, further agree that I will provide to Canada, immediately upon request, evidence to substantiate this certification.

"Aboriginal" means Indian, Metis or Inuit and ordinarily resident in Canada

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Duly Authorized Representative of Business)

\_\_\_\_\_  
Printed name of Signator

\_\_\_\_\_  
For Name of Business

\_\_\_\_\_  
Title

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

##### **6.1. Security Requirement**

6.1.1. 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 indicate 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.

6.1.2. 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 security clearance will be at the entire discretion of the Standing Offer Authority.

6.1.3. 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.

## 6.2. 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 Part 7, Article 14.

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 Requirement at Annex "A".

#### 2. Security Requirement

##### 2.1. Security Requirement for Canadian Supplier:

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. Until the security screening of the Offeror personnel required by this Standing Offer has been completed satisfactorily by the CISD, PWGSC, the Offeror personnel **MAY NOT HAVE ACCESS** to PROTECTED information or assets, and **MAY NOT ENTER** sites without an escort.
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).

### 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 (2012-03-02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

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

##### **Periodic Usage Reports - Standing Offer M7010C (2010-01-11)**

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 "D". 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: June 1 to August 31;

2nd quarter: September 1 to November 30;

3rd quarter: December 1 to February 28;

4th quarter: March 1 to May 31.

The data (electronic report) must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of each quarter.

An electronic version of the form in Excel spreadsheet format will be provided to the Offeror electronically by the Standing Offer Authority. A sample is included in Standing Offer Reporting Data at Annex "D".

Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

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

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

The period for making call-ups against the Standing Offer is from 1 June 2012 (or the date of issuance of the Standing Offer, whichever is later) to 31 May 2013.

#### 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 an additional one (1) year period, from 1 June 2013 to 31 May 2014 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 fourteen (14) 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 Authorities

The Standing Offer Authorities are listed in Annex "F"

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 identified in the call-up against the Standing Offer.

The Project Authority is the representative of the Identified User's department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract. The Project Authority is the Inspector and Consignee (the Identified User) for all work and shall be the Offeror's primary contact for all technical matters, including interpretation of the specification and scheduling of the work.

### 5.3 Offeror Contacts (as taken from the submitted Offer) and as updated by the Offeror on <http://ont-sat-ths.tpsgc-pwgsc.gc.ca> subsequent to issuance of the Standing Offer.

### 5.4 Update/Super User:

The Offeror representative that is the designated point of contact who is responsible for all matters pertaining to the update of Offers, compliance with terms and conditions, complaints, passwords or proposing new rates on the site <http://ont-sat-ths.tpsgc-pwgsc.gc.ca> are referred to the Update/Super User.

## 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, V of the *Financial Administration Act*, R.S., 1985, c. F-11.

## 7. Call-up Procedures

### Multiple Standing Offers/ Right of first refusal basis:

Offerors will be selected on a lowest-cost basis. The hourly rates will be shown in the Catalogue, by Area<sup>1</sup>, classification<sup>3</sup> and level, and arranged in ascending order, i.e., from the lowest to the highest rate. See details in Requirement, Annex "A".

## 8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 8251 "Call-up Against a Standing Offer for Temporary Help" or electronic document.

**9. Limitation of Call-ups**

Individual call-ups against this Standing Offer must not exceed \$100,000.00 (Goods and Services Tax or Harmonized Sales Tax included) without the prior written approval of the Standing Offer Authority and subject to Client internal limits which may be lower.

**10. Financial Limitation** - each Offeror will not be limited to the value of business that they may obtain through this authority and therefore each Standing Offer document is marked with a "NIL" total estimated value.**11. Priority of Documents**

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

- a) the call-up against the Standing Offer (The call-up against the Standing Offer will not modify the terms and conditions of the Standing Offer but will provide specifics of time frame and classification under the Standing Offer);
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-03-02), General Conditions - Standing Offers- Goods and Services;
- d) the general conditions 2010B (2012-03-02) General Conditions - Professional Services (Medium Complexity) as modified
- e) Annex "A" - Requirement;
- f) The Project Authority's or Identified User's printout of the Catalogue identifying the Offeror's quoted rate for the stated classification<sup>3</sup> as shown on the date of the initial call-up subject to the elements included in Annex "B" Basis of Payment;
- g) Annex "C" - Security Requirements Checklist;
- h) Annex "D" - Standing Offer Reporting Data;
- i) Annex "E" - Key Terms;
- j) Annex "F" - Area Directory of Temporary Help Solicitations across Canada (excluding the National Capital Area)
- k) Annex "G" - Site Instruction (provided upon award)
- l) the Offeror's offer (*date of offer*), as amended (*date(s) of amendment(s) if applicable*)

**12. Certifications****12.1 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.

**12.2 SACC Manual Clauses**

M3060C	2008-05-12	Canadian Content Certification
A3000C	2007-11-30	Aboriginal Business <sup>4</sup> Certification (if applicable)
A0285C	2007-05-26	Workers Compensation

**13. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Area<sup>1</sup> where the services are performed.

**14. Insurance Requirements:**

The Offeror shall maintain insurance as provided hereunder:

**14.1. Insurance Requirement**

The Offeror must comply with the insurance requirements specified. The Offeror must maintain the required insurance coverage for the duration of the Standing Offer. Compliance with the insurance requirements will not release the Offeror from or reduce its liability under any Contract arising from the Standing Offer.

The Offeror is responsible to decide if additional insurance coverage is necessary to fulfill its obligation under the Standing Offer and to ensure compliance with any applicable law. Any additional insurance coverage will be at the Offeror's expense, and for its own benefit and protection.

**14.2. Commercial General Liability Insurance**

14.2.1. Commercial General Liability insurance shall be effected by the Offeror and maintained in force throughout the duration of the Standing Offer, in an amount usual for a standing offer of this nature, but, in any case, for a limit of liability NOT LESS THAN \$2,000,000 per accident or occurrence and in the annual aggregate.

14.2.2. The following endorsements must be included:

- (a) Additional Insured: Canada is included as an additional insured, but only with respect to liabilities that may arise from the Offeror's own negligence in the performance of any Contract arising from the Standing Offer.

The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.

- (b) Notice of Cancellation or Amendment: The Insurer agrees to provide the Standing Offer Authority thirty (30) days written notice of policy cancellation.
- (c) Cross Liability: Without increasing the limit of liability, the policy shall protect all insured parties to the full extent of coverage provided. Further, the policy shall apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (d) Contractual Liability: The policy shall, on a blanket basis or by specific reference to this Offer extend to assumed liabilities with respect to contractual insurance provisions.
- (e) Contingent Employer's Liability: To protect the Offeror for liabilities arising in the management and administration of statutory and contractual entitlements of its employees.

- 
- (f) Employees and (where applicable) Volunteers as Additional Insured: All employees and (where applicable) volunteers, on behalf of the Offeror, shall be included as additional insured.
  - (g) Voluntary Medical Payments, \$5,000 per person, \$25,000 per accident: To provide for expenses incurred in instances of minor accidental bodily injuries without determination of liability.
  - (h) Non-owned Automobile: To protect the Offeror for liabilities arising by its use of vehicles owned by other parties.
  - (i) Independent Contractors Liability (if any): Unless otherwise insured elsewhere, and evidence thereof is secured by the Offeror, all subcontractors are included as insured by the policy.
  - (j) Personal Injury Broad Form: While not limited to, the endorsement should include coverage for Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (k) Products and Completed Operations Broad Form (24 months): While not limited to, the endorsement should include service, assembly and repair activities as well as material, parts or equipment furnished in connection with the work performed by the Contractor or on its behalf.



**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 the Work described in the call-up against the Standing Offer.

**2. Standard Clauses and Conditions****2.1 General Conditions**

2010B (2012-03-02) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 14 Interest on Overdue Accounts, of 2010B (2012-03-02) General Conditions - Professional Services (Medium Complexity) will not apply to payments made by credit cards at point of sale.

**2.1.1 Other Conditions:**

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

**3.0 Term of the 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****4.1.1. Firm Hourly Rates:**

The Offeror will be paid for the actual time worked according to the firm hourly rates indicated in the offer (the current catalogue posting) on the date the original order was placed. The rates include all expenses incurred in providing the services, including the temporary help employee benefit contributions required by Federal or Provincial Government Legislation and/or Regulations. See also Payments in Annex "B".

**4.2. Limitation of Expenditure**

- 4.2.1. Canada's total liability to the Contractor under this Contract shall not exceed \$100,000.00, Goods and Services Tax or Harmonized Sales Tax included, as applicable, unless prior approval of the Standing Offer Authority is obtained.

**4.3 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.

- 4.3.1. Payment, for satisfactory services rendered, will be made against invoices addressed and submitted directly to the Departmental Responsibility Centre identified in the PWGSC-TPSGC 8251 - Call-up for Temporary Help Services. Each call-up will be invoiced separately.

**4.3.2 Payment by Canada for the work shall be made in accordance with the Basis of Payment specified at Annex "B" and :**

- a) within thirty (30) days following the date on which the work has been performed; or
- b) within thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Standing Offer; whichever is later.

**4.4 SACC Manual Clauses**

C0711C	2008-05-12	Time Verification
H1008C	2008-05-12	Monthly Payment
A9117C	2007-11-30	T1204 - Direct Request by Customer Department

**4.5 Payment by Credit Card (if indicated by the Offeror)**

The following credit card is accepted: \_\_\_\_\_

OR

The following credit cards are accepted: Visa and Master Card.

**5. Invoicing Instructions**

The Contractor must submit his invoices in accordance with the following:

Invoices must be submitted in the name of the Contractor, only after performance of the services, and no more frequently than once a month. They must show the name and address of the client department, the date the order was placed, dates services were provided, the classification<sup>3</sup> of individual with the associated published rate on the order placement date, the temporary employee's name, the Standing Offer serial number, the order number, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST), Client Reference Number (CRN) and financial codes. Separate invoices must be submitted for each call-up.

**5.1. Invoicing Details:**

5.1.1. The Offeror shall send the original and two (2) copies of each invoice to the Identified User or as otherwise instructed on the call-up unless the Identified User indicates that an electronic invoice is acceptable.

5.1.2. The following information shall be included on the Offeror's invoices:

- a) Offeror's name and address;
- b) address of the Departmental Responsibility Center indicated on the PWGSC-TPSGC 8251-Call-up for Temporary Help Services;
- c) Identified User Code from the PWGSC-TPSGC 8251 (where available);
- d) Standing Offer Serial Number;
- e) Identified User Department's Requisition Number from PWGSC-TPSGC 8251 and Client Reference Number (CRN), if applicable;
- f) Identified User Department's Financial Coding from PWGSC-TPSGC 8251;
- g) period in which services were rendered; and
- h) services provided, by classification<sup>3</sup> and associated published rate on date order placed, temporary employee's name (where applicable); and
- i) copy of time sheets to support the time claimed.

**6. Site Regulations:**

The Offeror shall ensure that temporary help employees undertake and agree to comply with all standing orders or other regulations, in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.

**7. Foreign Nationals (Canadian Offeror) A2000C (2006-06-16)****8. Offeror Performance**

8.1. Canada may withdraw a Standing Offer where any of the following circumstances is present:

- (a) the Offeror, or any employee or subcontractor included as part of the Offer, has been convicted under section 121 ("Frauds on the government" and "Contractor subscribing to election fund"), 124 "Selling or purchasing office"), or 418 ("Selling defective stores to Her Majesty") of the Criminal Code;
- (b) the Offer is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which renders the Offeror ineligible to offer Work;
- (c) an employee or subcontractor included as part of the offer, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which would render that employee or subcontractor ineligible to be offered for Work, or the portion of the Work the employee or subcontractor is to perform;
- (d) with respect to current or prior transactions with the Government of Canada
  - (1) the Offeror is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  - (2) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of its bid;
  - (3) Canada has exercised its contractual remedies of withdrawal of Standing Offer, suspension or termination for default with respect to a Contract with the Offeror, any of its employees or any subcontractor included as part of its Offer; or
  - (4) Canada determines that the Offeror's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Offeror executed the work in accordance with contractual terms and conditions, is sufficiently poor to jeopardize the successful continuation of requirements being offered.

2. Where Canada intends to reject an offer pursuant to a provision of paragraph 1, other than 1(b), the Standing Offer Authority will so inform the Offeror and provide the Offeror ten (10) days within which to make representations, prior to making a final decision on the withdrawal of Offer.

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## Annex "A"

### REQUIREMENT

#### TO PROVIDE TEMPORARY HELP SERVICES IN ANY OF THE LISTED AREAS<sup>1</sup> IN ANNEX "F" (EXCLUDING THE NATIONAL CAPITAL)

1. **Statement of Requirement**
2. **Background**
3. **Electronic Catalogue**
4. **Project Authority Process for Call-ups**
5. **Offeror Process for Call-ups**
6. **Offeror's Company Security Officer process for security clearance**
7. **Offeror Obligations**
8. **Conditions of Immediate Set-Aside of Standing Offer**
9. **Unsatisfactory Services**
10. **Re-instatement Process**

**1. Statement of Requirement:**

The Offeror must provide temporary help services as and when requested by various Federal Government Departments and Agencies in accordance with the classifications<sup>3</sup> quoted and accepted for the specific Area<sup>1</sup> under the terms of this Standing Offer. The period for placing call-up against these Standing Offers is from 1 June 2012 (or date of award, whichever is later) to 31 May 2013 with extension from 1 June 2013 to 31 May 2014. A call-up can be placed on 31 May 2013 for a period beyond this time.

**2. Background:**

PWGSC is adopting a process for the provision of temporary help services whereby Offerors having met the Mandatory Criteria, by Area<sup>1</sup>, and classification<sup>3</sup> as identified, are given User Names and Passwords to update, by Area<sup>1</sup>, their own addresses/contact names/bill rates on an Internet Site. Whatever new or unchanged information on the site is uploaded at 14:00 local time in accordance with Annex "F", will be uploaded along with new offerors' spreadsheets, the rates evaluated<sup>7</sup>, with the higher rates eliminated (according to the identified formula) and the resultant information populating both the Offerors' Internet catalogue and the Identified Users' catalogue on the Federal Government extranet. The catalogue is therefore refreshed<sup>2</sup> every six (6) months and at which time, new offerors may be adopted.

The internet site also reiterates the classification<sup>3</sup> descriptions for reference and the same client procedures published on the government intranet.

New Temporary Help Offerors are able to submit Offers during the period of the Standing Offer for possible inclusion in semi-annual updates to the Catalogue. The site will be closed temporarily in accordance with the schedule in Annex "F" and data uploaded to allow evaluations of rates and posting for the subsequent period's catalogue.

The catalogue is refreshed<sup>2</sup> every six (6) months in order that:

- i) if an Offeror has low inventory of a classification<sup>3</sup>, they may remove the associated rate and thus avoid a client complaint that they were unable to provide. An offeror must be able to

- provide at least one of the listed classifications<sup>3</sup>, but have a sufficient number of people meeting that description to provide within 48 hours of a request;
- ii) to limit Offeror risk in the event of legislative changes affecting the Offeror overhead costs, they may login to the site and change the affected quoted rate for the subsequent period;
  - iii) changes in staff can be reflected on the site and orders will be directed to available individuals; and
  - iv) new Offerors who may be excellent providers of temporary help services, but unfamiliar with submission of offers have greater latitude in submitting an offer.

Should there be any proposed changes to the temporary help standing offers such as providing more rate evaluations on the listed classifications<sup>3</sup> or the implementation of changes with the view of aligning with other Public Works and Government Services Canada offices across Canada, these changes will be communicated to current Offerors via solicitation amendments; via e-mail to listed Offeror contacts; and/or the Supplier Internet site <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/docs/>

Temporary help services may be required from Standing Offer Holders who, as course of business, provide the services of many employees (perhaps simultaneously) to others on a temporary basis when the incumbent is absent for a period of time; during a temporary workload increase, or a position is in process of being staffed. The Standing Offer Holder will be responsible to prescreen, pre-train and pay benefits for their temporary help employees.

The temporary help services available through this Standing Offer include services commonly available in each category: Administrative Support, Administrative, Technical, Operational, Telecommunications and Engineering categories which are further broken down into classifications<sup>3</sup> as evidenced by referring to the spreadsheets and classification<sup>3</sup> descriptions viewable at <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/>. Offerors must always be able to provide replacements with similar qualifications, experience and security clearance as required.

For the purposes of this document, consolidated large-value services requirements and all other requirements, such as deliverables-based initiatives, or unique services, at present, shall be fulfilled through other methods. The classifications<sup>3</sup> outlined in the Catalogue for temporary help services are not objective-based nor include unique skill sets.

### 3. **Electronic Catalogue:**

- a) The Offeror agrees that its provided rates will be promulgated electronically in the "[Catalogue of Procedures and Rates for Temporary Help Services](#)" that is prepared by PWGSC and made available to Identified Users on the Government-wide Intranet at <http://clientsontario.pwgsc.gc.ca/sat-ths>. This information is made available to Offerors at <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/> and other members of the public requesting information in accordance with federal Access to Information (ATI) and Privacy legislation.

The Identified Users extranet site at <http://clientsontario.pwgsc.gc.ca/sat-ths> includes all information sufficient to place call-ups and these include:

- the terms and conditions of the Standing Offers and call-ups;
- classification<sup>3</sup> descriptions;
- all Offerors' currently accepted rates;
- all Offerors' bilingual<sup>5</sup> capability (if applicable);
- all Offerors' Standing Offer Serial Number;
- all Offerors' Procurement Business Number;

- all Offerors' mailing address; phone, fax numbers; contacts and their e-mail addresses;
- all Offerors' overtime multiplier;
- all Offerors' security clearance;
- all Offerors' acceptance of credit cards for payment of invoices; and
- all Offerors' who have provided certification of compliance with ISO 14001 or equivalent.

The supplier internet site at <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/> shows each specific Offeror, the following information:

- the terms and conditions of the Standing Offers & call-ups;
- classification<sup>3</sup> descriptions;
- all Offerors' currently accepted rates;
- the Offeror's own mailing address, contacts, phone, fax numbers, contacts and their e-mail addresses;
- the Offeror's own overtime multiplier;
- the Offeror's own rates, whether they were accepted into or rejected from the current catalogue; and
- the Offeror's own proposed new rates, if not altered by the Offeror, that will be uploaded for the subsequent catalogue.

PWGSC is unable to safeguard or maintain the confidentiality of the information held on the sites and by submitting an Offer you accept this information will be published over websites and that the information will be public.

b) **Disaster Recovery:**

If the systems associated with the solicitation, submission of rates, evaluation of rates, or the Catalogue cease to be available to the parties or to be operational by reason of some failure of equipment or services, whether or not caused by a party or constituting force majeure, each party will use its best efforts to restore the applicable systems to normal operating condition as soon as reasonably practicable.

In no event shall PWGSC be liable for any damages whatsoever arising out of the Offeror's use of or inability to use the system, including but not limited to loss of business profits, business interruption, loss of confidentiality of information, whether such loss or damages are claimed in contract, quasi-contract, tort (including negligence), restitution on any legal basis.

**4. Project Authority Process for Call-ups:**

- 4.1. Authorized Identified Users in the federal government will consult an electronic catalogue on the government extranet <http://clientsontario.pwgsc.gc.ca/sat-ths/> which requires them to acquaint themselves with the Procedures and then conduct a search by Area<sup>1</sup>, by classification<sup>3</sup>, or skill keyword.
- 4.2. The Offerors are presented by Area<sup>1</sup>, and by classification<sup>3</sup> in ascending order of price. Where the hourly rate is the same, the order is determined by the Offeror with the lower overtime multiplier being displayed first.
- 4.3. The Project Authority will approach the five (5) lowest-priced Area<sup>1</sup> Offerors for the classification<sup>3</sup> to establish if they can provide an individual meeting the description of the classification<sup>3</sup>, for a specified period of time, to report to a given location in the Area<sup>1</sup>. The Identified User may often

specify a level of security clearance, or a bilingual<sup>5</sup> individual (for those companies specifically identified as bilingual<sup>5</sup>). Identified Users are encouraged to add to relevant details to the call-up form (e.g. the specific competency sought), that will allow the temporary help staff to match the needs of a specific job/task with the skills and experience of available temporary employees. **These additional details will not be justification for charging a higher rate than posted in the Catalogue.** Disputes in this context should be brought to the attention of the Standing Offer Authority.

The five (5) lowest-priced Offerors will be consulted as to their availability and the first company to provide an individual will be awarded the call-up.

#### EXAMPLES:

When calling up for the services of an Intermediate Clerk, the Project Authority can add details such as "The assignee must be security-cleared to the level of Reliability, have previously worked in a purchasing environment, be experienced in tabulating tenders, expediting shipments, processing tender enquiries, and dealing with the public."

or

When requesting the services of a Drafting & Illustrating Personnel, DD Level "B", the following information could be provided: "The individual must be qualified in the architectural drafting field with experience in residential work and be able to produce acceptable detailed drawings."

- 4.4. Identified Users will provide at least two (2) full working days' notice, and ideally, a full weeks' notice to the Offeror of an upcoming need. Offerors are expected to be capable of providing an individual meeting the description within 48 hours, 80% of the time or identify within 24 hours, a specific date to provide such a resource.
- 4.5. If one of the lowest-priced Offerors is able to meet the requirement, the call-up is made against its standing offer. They can place an order with that Offeror on the extranet catalogue and a \*.PDF version of the call-up is sent via PWGSC e-mail network to the Offeror's listed e-mail contacts.
- 4.6. If the Offeror has no qualified temporary help employee available, the Project Authority will go to the next Offeror with the next lowest rate and so on, until an Offeror that can provide the service is located.
- 4.7. The Project Authority will forward to Standing Offer Authority details of all unsuccessful attempts to use the Offerors with the lowest rates (including the reasons why the Offerors could not meet the requirement). After three (3) separate unsuccessful attempts to place a call-up with an offeror, the Standing Offer Authority will withdraw the Standing Offer in accordance with the provisions found at Annex A, paragraph 9. Unsatisfactory Services.
- 4.8. For expediency, the Project Authority may send an e-mail request to up to five (5) of the lowest-priced Offerors to establish availability against a desired classification<sup>3</sup>. This is to ensure that lowest-priced Offerors are consulted, are similarly given the same information/time frame to respond, and has a written record of correspondence for audit.
- 4.9. **Client Call-ups made by Telephone:**  
A duly authorized Project Authority may place orders by telephone but must confirm without delay the details of the call-up by sending Form PWGSC-TPSGC 8251 specifically noting the date of the telephone order.

The minimum information to be given to the Offeror over the telephone will consist of the following:

- the name of the authorized person placing the order;
- the classification<sup>3</sup> and level of the temporary employee required;
- the description of the work to be performed;
- the anticipated duration of the call-up;
- the official call-up number;
- the full name of the unit of the Identified User responsible for paying for the service (division, section, etc.);
- the Identified User Code; and/or Client Reference Number (CRN);
- the Paying Office Code;
- the applicable Standing Offer Serial Number (which will be provided to successful Offerors); and
- the name, telephone number and precise physical location of the individual to whom the temporary help employee should report.

#### 4.10. **Call-up Periods:**

The minimum call-up period is four (4) consecutive hours and, including amendments, will normally not exceed 48 weeks at the same rate- (subject to clients internal limits which may be of lesser duration).

### 5. **Offeror Process for Call-ups:**

It is understood and agreed that personnel will not be assigned in response to call-ups unless they have been skill-tested and/or qualifications verified by the Offeror. All temporary personnel supplied shall meet the applicable *minimum* selection standards in the latest version of the following publications which standards are incorporated by reference into and form part of this Standing Offer. The Offeror acknowledges having received and read a copy of the standards.

For administrative and computer support classifications<sup>3</sup>: The standards for personnel supplied can be found in the "[CAN/CGSB-168.1-91 Classifications and Descriptions for Administrative Support Temporary Help](#)". Some elements of the CGSB Standard (ex: specializations for clerks) are to be used to better define requirements of suppliers and are not tied to the pricing structure.

This Standard may be purchased from the Canadian General Standards Board for \$77.00 by phone 1-800-665-2472, or on-line at <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>.

For Professional, Administrative, Technical, Operational, Telecommunications and Engineers: These can be viewed at <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/> by clicking on "Classification<sup>3</sup> Descriptions".

#### 5.1. It is anticipated that the Offeror will:

- (1) Acknowledge the Site Authority's request within four (4) hours;
- (2) Verify the security requirement of the request;
- (3) Review their inventory of temporary help employees (security-cleared as necessary) in the Area<sup>1</sup> to identify all personnel possessing the basic skills of the classification<sup>3</sup> including skill testing of administrative support categories;



- (4) review the experience and previous performance of individuals, and match this information with the job/task description provided by the Identified User;
- (5) select the best qualified candidate(s);
- (6) contact the person to verify his/her willingness to accept the assignment;
- (7) Be able to dispatch a resource meeting the quoted classification<sup>3</sup> description within 48 hours of the request 80% of the time or alternatively advise client when you will be able to provide, within 24 hours of the request; and
- (8) charge the published rate for the classification<sup>3</sup> on the date of the Identified User's initial request.

- 5.2. If the Offeror cannot supply, the unsuccessful attempt is logged against the supplier & the Project Authority will proceed to the next Offeror on the list.

**6. Offeror's Company Security Officer process for security clearances:**

The Offeror must meet the security requirements as required by this requirement and subsequent call-ups to this Standing Offer.

It is the responsibility of the Offeror's Company Security Officer to sponsor individual temporary help employees for security clearance to gain access to secure Government sites.

The Offeror must perform an initial screening of the temporary help employee on intake, including a primary check of date of birth, home address, work history and educational credentials. The individual must be able to identify address(es) for the last five years. As ISS will be doing the actual security clearances and the Offeror will, by the nature of their business, normally screen applicants, the Offeror is not entitled to charge for any affiliated service in connection with the security clearance of individuals.

Personnel Screening Request Forms are to be completed by the Company Security Officer and forwarded to ISS, to ensure an adequate supply of individuals in advance of a need. The process of clearing individuals may take up to thirty (30) days. Additional information is available at <http://ssi-iss.tpsgc-pwgsc.gc.ca/> .

The Offeror's Company Security Officer must ensure that the temporary help employee provides sufficient information to permit government authorities to conduct a background enquiry covering the last ten years. Enquiries can only be conducted in countries that have bilateral/reciprocal agreements with Canadian investigative authorities.

The Government Security Policy 10.9 is reproduced below and can be found at: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

"The Government of Canada must ensure that individuals with access to government information and assets are reliable and trustworthy. For national security, it must also ensure the individual's loyalty to Canada in order to protect itself from foreign intelligence gathering and terrorism. Special care must be taken to ensure the continued reliability and loyalty of individuals, and prevent malicious activity and unauthorized disclosure of classified and protected information by a disaffected individual in a position of trust.

Departments must ensure that, prior to the commencement of duties, individuals who require:

1. Access to government assets (except for Governor in Council appointees) undergo a reliability check and are granted a reliability status.
2. Access to classified information and assets have a valid reliability status, undergo a security assessment and are granted a security clearance at the appropriate level. This includes foreign nationals visiting or working in a department. Certain limitations to a security clearance may be imposed as specified in the security screening standard.
3. Access to facilities that are critical to the national interest or to restricted areas for major events have a site access clearance. Departments must obtain Treasury Board of Canada Secretariat approval in order to have site access clearance programs."

## 7. **Offeror Obligations**

In addition to obligations set out in the RFSO and Requirement, during the period of the Standing Offer, the Offeror must:

- 7.1. **Review Catalogue information periodically:** The Offeror is responsible for periodically reviewing the Catalogue, and identify in writing, to the Standing Offer Authority, if the Offeror disagree with any changes/additions to the Catalogue. The Offeror also has the option of withdrawing its Standing Offer in accordance with the provisions of the RFSO.

- 7.2. **Update/Super User to update outdated information:** The Offeror assumes responsibility for input of data to the site. Offerors issued Standing Offers are provided with usernames and passwords for each Area<sup>1</sup> for which they have qualified. These usernames and passwords are to access the internet catalogue at <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/>

Changes to an Offeror's data can only be made by the Offeror's designated "Update/Super User" (see above) on the site. If no modification is made by the Offeror, the current listed rates will be evaluated against the new or altered rates of competing Offerors to form the new catalogue. The rates offered by the Offeror are the rates populating the catalogue and the call-ups. The e-mail addresses listed by the Offeror are the addresses that are sent \*.pdf orders generated by the system. The Offeror must identify their own bill rates and contacts to whom orders are to be e-mailed.

- 7.3. **Offeror to maintain Usernames & Passwords:** The Offeror assumes responsibility for the distribution/retention/changing or notifying the Standing Offer Authority to delete usernames and passwords to access the <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/> site. The Offeror is to keep new personnel advised of the nature of the Standing Offer.

Offeror staff use the View Access username(s) and password(s) to view the current catalogue to see the rates currently offered and the Offeror's own listed address, phone, fax number, contacts and e-mail addresses.

Update/Super Users use their username and password to conduct the same searches as their staff as well as update their address, phone, fax number, contacts, e-mail addresses or update rates for the subsequent months' evaluation.

- 7.4. **Advise of Bilingual<sup>5</sup> status changes:** If during the period of the Standing Offer, the bilingual<sup>5</sup> staff person's position should become vacant, the Offeror must advise the Standing Offer Authority of their inability to offer bilingual<sup>5</sup> services;

- 
- 7.5. **Advise of Security Changes:** The Offeror must advise the Standing Offer Authority if the Offeror's security clearance status changes;
- 7.6. **Make Changes in Inventory:** When it is anticipated that there won't be inventory of temporary help employees in a particular classification<sup>3</sup> the Offeror must update the <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/> site by "blanking out" quoted rate for that classification<sup>3</sup> or risk complaint that they are no longer able to provide.
- 7.7. **Make Company Changes:**  
It is imperative that Offerors report to the Standing Offer Authority within fifteen (15) days, any changes that could affect compliance with any of the mandatory criteria under which the Offer was issued. (e.g. Offeror that has become a different Legal entity from the original Offeror during the period of the Standing Offer). Offerors who have not reported such changes will have their Standing Offers set-aside, eliminated from the catalogue and will be unable to re-submit Technical and Price Offers for a period of a year. See "Conditions of Immediate Set-Aside of Standing Offer".
- Each New Offer will be scrutinized to ensure that the Offeror doesn't represent a company on probation as a result of a corrective measure pursuant to this Article.
- 7.8. **Update the Offeror's Procurement Business Number:** The Offeror will ensure that the Procurement Business Number is updated with any address or corporate changes and advise the Standing Offer Authority within fifteen (15) days of corporate changes.
- 7.9. **Maintain Testing Processes:** The Offeror will maintain, as a minimum, the testing processes, procedures and instruments identified in the Offer to screen the various skills/aptitudes for the types of classifications<sup>3</sup> quoted. All proposed temporary help employees will have qualifications and experience verified.
- 7.10. **Maintain Quality Assurance:** The Offeror must maintain, as a minimum, the levels of pre-assignment screening, assessment during assignment and post-assignment assessment identified in the initial Offer
- 7.11. **Advise of Acceptance of Credit Card changes:** The Offeror will identify to (or advise) the Standing Offer Authority if credit card payment of invoices status should change.
- 7.12. **Submit Quarterly Utilization Reports:** Upon award of a Standing Offer, the Offeror will receive an electronic spreadsheet from the Standing Offer Authority in which to report, by classification<sup>3</sup> and department, the Identified User business provided during the 3-month period. Reports are to be e-mailed to Standing Offer Authority listed in Annex "F" by the 15th of the subsequent month.
- The Offeror must compile and maintain quarterly records acceptable to the Minister, on temporary help services supplied to the Identified Users.
- 7.13. **Inventory accepted classifications<sup>3</sup>:** The Offeror will maintain an inventory of temporary help employees meeting the classifications<sup>3</sup> for which the Offeror has quoted or been approved to provide. The Offeror will also process security-clearances of as many individuals as possible in advance of a call-up.

- 7.14. **Clarify Security Requirements:** If not stated by the Project Authority, the Offeror will ask if the temporary help employee must be security-cleared and have the Project Authority identify the specific level of clearance required.
- 7.15. **Provide Basic WHMIS Training:** The Offeror will provide basic Workplace Hazardous Materials Information System (WHMIS) training to temporary help employees. Any training requirements specific to the workplace are the Project Authority's responsibility.
- 7.16. **Pay Temporary Help Employee Benefits:** The Offeror must ensure that the temporary help employee is paid salary, overtime, statutory holidays and other benefits as required by law. Offerors will not charge a temporary help employee a fee to find them employment.
- 7.17. **Not to Participate in "Bait and Switch" Fraudulent practices:** The Offeror will not encourage the Project Authority to call-up services with a more expensive skill set than what is desired.
- 7.18. **Not Offer Services exceeding the Standing Offer:** The Offeror will not encourage the Project Authority to call-up services that the Offeror is not authorized to provide through this Standing Offer. If a rate appearing in a call-up is not in the Catalogue, the Standing Offer Authority will not recognize the call-up as legitimately arising from the correct use of the Standing Offer. Further action may be taken by the Standing Offer Authority with the Offeror and the Identified User. The Offeror may not be paid in these circumstances. Under the Standing Offer, Offerors must provide the specific classifications<sup>3</sup> for which they have been authorized in any given month.
- 7.19. **Advise of Misuse of Standing Offer:** Offerors must report to the Standing Offer Authority, improper use of Standing Offer by Project Authority, such as Project Authority proposing the rate to be charged.
- 7.20. **Follow Procedures for Closure of Government Offices:** If the temporary help individual reports to an assignment location that is inaccessible due to evacuation or closure, the Offeror shall be paid at the applicable rate as shown on the call-up provided that the Offeror submits with its invoice a certification, countersigned by the affected temporary help employee(s) that:

- a) the specific employee(s) could not be re-assigned;
- b) there was no one at the job-site; and
- c) the employee will be paid.

**8. Conditions of Immediate Set-Aside of Standing Offer:**

Offerors who:

- a) have not submitted monthly Utilization Reports on time; or
- b) have failed to report a change affecting compliance with any of the stated mandatory criteria for which their Offer was issued within fifteen (15) days of the change (for example: have become a different legal entity from that listed in their original offer); or;
- c) through complaints from clients have demonstrated on three (3) separate occasions that they are unable to provide the quoted services or any of the unsatisfactory services outlined in 9. below or
- d) have assigned their offer or call-ups

**Will have their Offer immediately withdrawn and removed from the Catalogue. The Offeror will not be able to re-submit technical and financial offers for inclusion in the Catalogue for one year and only after demonstrating, in writing, to the Standing Offer Authority that they**

**have corrected the problem. This may include a Facility Inspection and financial status review or compliance audit.**

- e) The SO Holder must continue to meet all the qualification requirements described in the Requirement while it holds a Standing Offer. The Standing Offer Authority may require a SO Holder to confirm its qualification at any time. For example, the Standing Offer Authority may require an SO Holder to provide evidence that:
  - i) the insurance it carries continues to meet the requirements of the 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 to deliver the Services for which it is qualified;
- f) Where the SO Holder no longer meets any of the individual requirements for qualification, Canada may, at its option:
  - i) suspend the Standing Offer in its entirety until the SO Holder has demonstrated that it meets the requirements in respect of which it has been found deficient, during which time the SO Holder shall not be eligible for solicitations issued under the Standing Offer;
  - ii) suspend the SO Holder's qualification under specific Categories of this Standing Offer until the SO Holder has demonstrated that it meets the requirements in respect of which it has been found deficient, during which time the SO Holder shall not be eligible for solicitations issued under the Standing Offer for those Categories;
  - iii) cancel the Standing Offer in its entirety, in which case the SO Holder may submit a new Application for qualification after a period of at least one year following cancellation; or
  - iv) cancel the SO Holder's qualification under specific Categories of this Standing Offer, in which case the SO Holder may submit a new Application for qualification for those Categories after a period of at least one year following cancellation.

## 9. Unsatisfactory Services:

The following situations constitute a complaint. The Offeror:

- a) was unable to provide an individual meeting the classification<sup>3</sup> description for which they had quoted;
- b) did not respond within four (4) hours;
- c) was not familiar with the rates the offeror had quoted;
- d) inadequately matched the skill set of temporary help employee to classification<sup>3</sup>;
- e) failed to verify the temporary help employee credentials or skills; or
- f) proposed a higher classification<sup>3</sup> of individual with the express purpose of avoiding use of the catalogue.

Three (3) separate complaints against Offeror **will be grounds for the immediate withdrawal of the Standing Offer and removal from the Catalogue.**

All services are to be performed to the complete satisfaction of the Project Authority and are subject to his or her acceptance.

If the Project Authority has not reviewed résumés or interviewed temporary help employees and the services provided by a that employee are not acceptable to the Project Authority, and the Identified User notifies the Offeror within the first four (4) hours of the assignment, the Crown will not be charged for these unsatisfactory services.

Once an offer is withdrawn from the catalogue by PWGSC as a result of performance complaints, the Offeror will be required to provide financial documentation, acceptable to PWGSC, that demonstrates the Offeror's financial capability before the Offeror will again be considered for inclusion in the Catalogue.

#### 10. **Re-instatement Process:**

Offers will be set aside and call-ups may be terminated if the Offeror does not correct any deficiencies to Canada's satisfaction in the allotted three (3) month period. The Standing Offer Authority will take the following steps:

- i) a notice will be sent to the Offeror stating the deficiencies and allow a minimum of three (3) months to correct the situation or longer based on the gravity of the deficiencies;
- ii) after this period, should the situation not be corrected to Minister's satisfaction, the Standing Offer will be set aside to the expiry date of the Standing Offer, being 31 May 2014. The Standing Offer Authority will notify the clients to stop placing call-ups with this Offeror until otherwise notified;
- iii) depending on the degree to which the criteria have not been met, the Minister may require, at its discretion, a detailed list of all active call-ups with the name of the Identified User, the contact person and the telephone number. Depending on the case, the Minister may terminate any call-ups if warranted; and
- iv) when the Offer is set aside, after a one year period and at the Offeror's written demonstration that problems have been corrected, the Minister may review the situation (and may include a Facility Inspection) with a view for firms to re-submit a Technical Offer if the period of the Standing Offer has not expired (i.e. to 31 May 2014).

## ANNEX "B" BASIS OF PAYMENT

New Offerors are to complete the appropriate downloaded Excel Basis of Payment spreadsheets available from <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/docs/>, for their offered Areas<sup>1</sup>. The format of these spreadsheets is not to be altered.

The first part of the spreadsheet includes the reiterated information from your Offer and the Offeror is to input one offered all-inclusive **hourly** bill rate for each offered classification<sup>3</sup>. The bill (or chargeout) rate input is for unilingual English (or unilingual French in Quebec) offered classifications<sup>3</sup>.

Once issued a Standing Offer for specific Area(s)<sup>1</sup>, any changes to the Offeror's rates or contacts during the period of the Standing Offer must be made by the Offeror on a website:

<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/> using their provided Usernames and Passwords.

If an Offeror wishes to submit for another Area<sup>1</sup> not previously issued to them, a new Technical Offer addressing the mandatory criteria relative to the proposed new Area<sup>1</sup> is to be submitted along with a spreadsheet Financial Offer for the respective Area<sup>1</sup> to the Standing Offer Authority.

### 1. **Payments**

#### 1.1. Basis of Payment

The Offeror will be paid its costs reasonably and properly incurred in the performance of the Requirement under the call-up, in accordance with the quoted rate in the catalogue in effect at the time of the call-up to a maximum of \$100,000.00 (GST/HST and amendments included).

The Offeror must not perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Standing Offer Authority.

Offerors are advised that a review of the proposed rate(s) may be required by Canada. Detailed supporting data may be requested by Canada to validate the rates and multiplier factor proposed.

#### 1.2. Firm Hourly Rates:

The Offeror will be paid for the actual time worked by the temporary help employee and according to the firm hourly rate indicated in the current catalogue posting on the date the original order was placed. The rates include all expenses incurred in providing the services, including the temporary help employee benefit contributions required by Federal or Provincial Government Legislation and/or Regulations, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) extra, if applicable.

Only one hourly bill rate is to be input for any classification<sup>3</sup>. Each bill rate assumes all components such as the salary, overhead, profit, benefits associated with the provision of a temporary help unilingual English speaking (or unilingual French speaking in Quebec) individual meeting the stated minimum classification<sup>3</sup> criteria, and a security clearance of "Reliability".

#### 1.3. Call-ups beyond six months:

For call-ups beyond the period of six (6) months, the rate posted at the time of the call-up is to apply for the duration of the assignment.

Call-ups amended before the expiry date identified on the initial call-up, will retain the same price as the initial call-up.

## ANNEX "B" (Cont'd) BASIS OF PAYMENT

### Example:

If a client places a call-up off the catalogue on May 31 2014, a period of 48 weeks, the rate posted on the catalogue on the date of the order will prevail for the duration of the call-up. In this example, although this period covers days when Government offices are closed-- Victoria Day, Canada Day, and Civic Holiday, there will be no provision for payment of statutory holidays.

### 1.4. Travel and Living Expenses:

Rates quoted are inclusive of travel to/from job-site located in the Area<sup>1</sup>. However, should the temporary help employee be required to travel beyond the Area<sup>1</sup> as part of the actual performance of the work, reasonable and proper travel and living expenses, as authorized in advance by the Project Authority, shall be reimbursed as per the Treasury Board policy and directives on travel and living without any allowance thereon for overhead or profit, and are to be supported by vouchers.

Current rates can be viewed at: [http://www.tbs-sct.gc.ca/travel/travel\\_e.html](http://www.tbs-sct.gc.ca/travel/travel_e.html)

All transportation costs between the temporary employee's residence and the work site and/or the Offeror's premises are the sole responsibility of the temporary help employee and/or the Offeror.

### 1.5. Premium for Bilingual<sup>5</sup> Services:

For Offerors who have at least one permanent staff member for a given Area<sup>1</sup> meeting the bilingual<sup>5</sup> language capacity described, the Offeror will be permitted to screen and offer bilingual<sup>5</sup> temporary help employees. In those circumstances when the services of bilingual<sup>5</sup> personnel are specifically requested by the Identified User, the Offeror will add a premium of \$0.55 per hour on the hourly rate applicable to the classification<sup>3</sup> requested.

Should the Offeror not specify a bilingual<sup>5</sup> staff member, it will be presumed the services will be unilingual English (or unilingual French in Quebec) and the Offeror does not have the necessary capability to screen for nor the ability to provide bilingual<sup>5</sup> temporary help employees.

### 1.6. Overtime and Holidays:

The overtime multiplier must be identified on the appropriate location of the spreadsheet but will not be used in the evaluation. The overtime multiplier will be identified in the catalogue for overtime situations and to break "ties" to rank firms with the same quoted rates.

The overtime multiplier is that quoted number which when multiplied by the quoted hourly rate for any classification<sup>3</sup> will yield a bill rate in situations when a Project Authority has specifically authorized overtime as applicable to the Province/Territory where services are provided.

The overtime rates will be calculated by multiplying the overtime multiplier as quoted in the submitted pricing form (or on the temporary help site:

<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/>) by the hourly rate for the classification<sup>3</sup> provided.

The overtime multiplier SHALL NOT INCLUDE any element of overhead and profit, but confined solely to the increase in wages and employer contributions.

### Example:

All inclusive billed hourly rate: \$20.00/hour

Rate exclusive of overhead and profit: \$15.00/hour

Although employee gets 1.5x their rate for overtime the overtime multiplier would be 1.13 not 1.5



## ANNEX "B" (Cont'd) BASIS OF PAYMENT

The Standing Offer Authority will be performing periodic audits to ensure that the overtime multiplier is less than 1.5.

Overtime rates can only be paid for time *worked at the given assignment in excess of the hours stipulated by Provincial/Territorial Legislation per week (and/or per day)*. For the purposes of calculating overtime, the week begins on Monday. All overtime requires the prior approval of the Project Authority and no other reason will justify billing at the overtime rates.

Statutory holiday pay is the sole responsibility of the Offeror. Therefore, the only circumstance where a higher rate will be paid by the Project Authority will be when overtime is specifically authorized in advance by the Project Authority at the quoted overtime multiplier or if bilingual<sup>5</sup> services are part of the call-up. Federal government offices are generally closed on: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Heritage Day (AB), Saskatchewan Day (SK), Labour Day, Thanksgiving Day, Remembrance Day, Christmas, and Boxing Day, St-Jean Baptiste Day (only in Quebec) and **open** on Family Day.

The catalogue presents hourly rates in ascending order and in situations where the quoted hourly rate is the same, the Offeror with the lower overtime multiplier is displayed first.

**1.7. Interview fees for administrative support categories only:**

Canada has the right to request an interview for temporary help employees. Normally, interviews are not necessary for employees in the Administrative Support classifications<sup>3</sup> because Offerors have already carried out a selection process using interviews and tests. When an Identified User invites an *administrative support* candidate to an interview, the Offeror will charge the department or agency the equivalent of four (4) hours of work, at the rate established for the level in question. In this situation, the Identified User will issue a call-up and sign the time sheet.

Interviews required for other categories will not be charged under the Standing Offer. It is the duty of an Offeror to find up to three (3) of the best qualified employees available to meet the requirements. In these categories, Offerors will provide résumés or work samples of the proposed personnel and the Site Authority will be entitled to one (1) interview for up to three (3) candidates, at no charge.

**1.8. No charge for Unsatisfactory Services Reported within first four (4) hours:**

If an Identified User has not requested résumés or asked for interviews and the services are reported as being unsatisfactory within the first four (4) hours, then the Identified User will not be charged.

**ANNEX "B" (Cont'd)  
BASIS OF PAYMENT**

(A portion of a sample spreadsheet is shown below,)

Procurement Business Number refer: <https://buyandsell.gc.ca/for-businesses/register-as-a-supplier>

<b>NT Yellowknife</b>	
<b>Procurement Business Number (PBN) of this office/ le Numéro d'entreprise - approvisionnement (NEA) de la cie</b>	xxxxxxxxxPGxxxx
<b>Company Legal Name/ Nom légal du fournisseur:</b>	ABC Company Ltd.
<b>Company Operating Name (if different from above)/Appellation commerciale de la cie (si différent):</b>	Your Buddy Temps
<b>Company Address #1 in Area/ Adresse No 1 du fournisseur dans la zone:</b>	123 Main St., Ste. 123
<b>Company Address #2 in Area, if appl/ Adresse No 2 (s'il y a lieu) du fournisseur dans la zone:</b>	
<b>City/Ville:</b>	Any city
<b>Province:</b>	NT
<b>Postal Code/Code Postal:</b>	X0X 0X0
<b>Company Phone No./ No de téléphone de fournisseur:</b>	123-123-1234
<b>Company Fax No/ No de FAX de fournisseur.:</b>	123-123-1235
<b>Company Prime Contact/ Contact principal de fournisseur:</b>	Joe Fix-it
<b>Prime Contact's phone no (if different)/ No de téléphone de Contact principal (si différent):</b>	123-123-1234x23
<b>Prime Contact's fax (if different)/ No de FAX de Contact principal (si différent):</b>	
<b>Prime Contact's e-mail, if applicable/ Adresse C.ÉLEC de Contact principal (s'il y a lieu):</b>	joe@abccompany.com

<b>Secondary Contact/ Contact secondaire:</b>	Jeanne Fix-it (B)
<b>Secondary Contact's phone no. (if different)/ No de téléphone de Contact secondaire (si différent):</b>	123-123-1234x24
<b>Secondary Contact's fax (if different)/ No de FAX de Contact secondaire (si différent):</b>	
<b>Secondary Contact's e-mail address, if applicable/ Adresse C.ÉLEC de Contact secondaire (s'il y a lieu):</b>	jeanne@abccompany.com
<b>Bilingual services provided at this location?/Est-ce que ce bureau offert des services bilingues? Y/N</b>	Y
<b>Does your firm have at least BASIC RELIABILITY security screening, what level?/ Est-ce que l'organisation possède au minimum un niveau de sécurité FIABILITÉ DE BASE, quel niveau?</b>	Y-Reliability
<b>Will your company allow payment by credit card Visa or MasterCard?/ Est-ce que le soumissionnaire acceptera des cartes de crédit Visa ou MasterCard?</b>	Yes, Visa & MC
<b>PWGSC Notes (if req'd)/ TPSGC Notes (s'il est neccessaire):</b>	
<b>Overtime Multiplier/ Multiplicateur de surtemps:</b>	1.xx
<b>Aboriginal Firm/ Entreprise autochtones- Y/N</b>	N
<b>Admin Support/ Catégorie du soutien administratif:</b>	Hourly unilingual charge-out rate/ Tarif horaire des services externes d'un candidat unilingue
<b>CLK - Clerk inter. plus WP3-C3/Commis intermédiaire plus WP3-C3:</b>	\$1.00
<b>CLK - Clerk sr. plus WP1-C1/ Commis</b>	\$2.00

E6TOR-11RM01/A

tor011

E6TOR-11RM01

TOR-0-32502

Government  
of CanadaGouvernement  
du Canada
**ANNEX "C"**  
**SECURITY**  
**REQUIREMENTS**  
**CHECK LIST**

Contract Number / Numéro du contrat

E6TOR-12RTHS

Security Classification / Classification de sécurité  
UNCLASSIFIED

## 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 Ontario Acquisitions
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail For Temporary Help Service RMSOs at federal government sites across Canada		
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"/>	No release restrictions Aucune restriction relative à la diffusion <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"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	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 A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

## ANNEX "C" (cont'd)

Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

E6TOR-12RTHS

Security Classification / Classification de sécurité  
UNCLASSIFIED**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>SECRET           | <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 SECRET | <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

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

**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

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

## ANNEX "C" (cont'd)

Government  
of CanadaGouvernement  
du Canada

Contract Number / Numéro du contrat

E6TOR-12RTHS

Security Classification / Classification de sécurité  
UNCLASSIFIED**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) 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	SECRET	TOP 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  
NonYes  
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  
NonYes  
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).



Solicitation No. - N° de l'invitation

E6TOR-11RM01/A

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

E6TOR-11RM01

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-0-32502

Buyer ID - Id de l'acheteur

tor011

CCC No./N° CCC - FMS No/ N° VME

Government  
of CanadaGouvernement  
du Canada

Contract Number / Numéro du contrat

E6TOR-12RTHS

Security Classification / Classification de sécurité  
UNCLASSIFIED

## PART D - AUTHORIZATION / PARTIE D - AUTORISATION

## 13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)

Tsuji, Janet

Title - Titre

SUPPLY TEAM LEADER  
Supply Specialist

Signature

J. Tsuji

Telephone No. - N° de téléphone

905-615-2078

Facsimile No. - N° de télécopieur

905-615-2060

E-mail address - Adresse courriel

janet.tsuji@pwgsc.gc.ca

Date

2012/03/14

## 14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)

von Zuben, John

Title - Titre

SO

Signature

John von Zuben

Digitally signed by John von Zuben  
DN: cn=John von Zuben, o=PWGSC,  
ou=PWGSC, email=john.vonzuben@pwgsc.gc.ca,  
c=CA  
Date: 2012.03.14 10:01:04 -0400

Telephone No. - N° de téléphone

416-512-5968

Facsimile No. - N° de télécopieur

416-952-6481

E-mail address - Adresse courriel

John.vonZuben@pwgsc.gc.ca

Date

## 15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐

No

Non

☐

Yes

Oui

## 16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

## 17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)

Roxanne Antille  
Contract Security Officer, Contract Security Division  
Roxanne.Antille@pwgsc.gc.ca

Title - Titre

Signature

Roxanne Antille

Telephone No. - N° de téléphone

905-615-2078

Facsimile No. - N° de télécopieur

905-615-2060

E-mail address - Adresse courriel

Date

Mar 20/12

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada

## Annex "D"

## STANDING OFFER REPORTING DATA

Reports must be e-mailed to the Standing Offer Authority identified in Annex "F" **every** quarter, detailing the information below. **Failure to comply with this request may result in the withdrawal of the Standing Offer.** The Excel spreadsheet will be included at the time of Authorization of your Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

YEAR 1 (1 June 2012 to 31 May 2013) and extension YEAR 2 (1 June 2013 to 31 May 2014)

The quarterly reporting periods are defined as follows:

1st quarter: June 1 to August 30 ;

2nd quarter: September 1 to November 30;

3rd quarter: December 1 to February 28;

4th quarter: March 1 to May 31.

Electronic reports must be completed and forwarded to the Standing Offer Authority no later than 15 calendar days after the end of the quarter. An electronic version of the form in Excel spreadsheet format will be provided to the Offeror electronically by the Standing Offer Authority.

The following is a representational view of the spreadsheet that will be provided.

A	B	C	D	E	F
AREA/ZONE:	NT Yellowknife				Extended Total
Month/Mois:	2012-06-01 to/à 2012-09-30 (due/dû 15 OCT 2012)		TOTAL	\$20.00	\$20.00
Standing Offer Serial No.	XXXXX-XXXXXX/XXX-XXX				
Company/Fournisseur:	ABC Company Ltd.				
Classification	Department/Ministère	Rate/Tarif	Total Hours/ Heures totales	Total Cost/ Coût total	
CLK - Clerk inter. plus WP3- C3/Commis intermédiaire plus WP3- C3	Department of National Defence	\$1.00	20.00	\$20.00	
CLK - Clerk sr. plus WP1- C1/Commis principal plus WP1-C1				\$0.00	
CLK - Clerk sr. plus WP2- C2/Commis principal plus WP2-C2				\$0.00	
CLK - Clerk sr. plus WP3- C3/Commis principal plus WP1-C1				\$0.00	
SEC - Secretary Jr. plus WP1- C1/Secrétaire subalterne plus WP1- C1				\$0.00	
SEC - Secretary int. plus WP1- C1/Secrétaire intermédiaire plus WP1-C1				\$0.00	
SEC - Secretary int. plus WP2- C2/Secrétaire intermédiaire plus WP2-C2				\$0.00	
SEC - Secretary int. plus WP3- C3/Secrétaire intermédiaire plus WP3-C3				\$0.00	
SEC - Secretary sr. plus WP2-					



## ANNEX "E" KEY TERMS

### **Aboriginal Business**<sup>4</sup>: - (and the Set-Aside Program for Aboriginal Business)

Aboriginal Business is defined as:

A business in which at least 51 percent of the ownership and control of the business is in the hands of an Aboriginal person or persons and that (where the business has more than five full-time employees) at least 33% of the full-time employees are Aboriginal and this must be maintained throughout the duration of the Standing Offer.

- a) a band as defined by the Indian Act (<http://www.ainc-inac.gc.ca/>) OR
- b) a sole proprietorship OR
- c) a limited company OR
- d) a co-operative OR
- e) a partnership OR
- f) a not-for-profit organization
- g) a joint venture wherein the Aboriginal business has at least 51 percent ownership  
In which Indian, Metis or Inuit persons (ordinarily resident in Canada), have at least 51 percent ownership & control.

\* An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.

Evidence of being an Aboriginal person will consist of such proof as:

- a) Indian registration in Canada
- b) membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or
- c) other recognized Aboriginal organizations in Canada
- d) acceptance as an Aboriginal person by an established Aboriginal community in Canada
- e) enrolment or entitlement to be enrolled pursuant to a comprehensive land claim agreement, or
- f) membership or entitlement to membership in a group with an accepted comprehensive claim

Evidence of being resident in Canada includes a provincial or territorial driver's licence, a lease or other appropriate document.

Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- Capital Stock and Equity Accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options
- Dividend policy and payments
- Existence of Stock Options to employees
- Different treatment of Equity transactions for Corporations, Partnerships, Joint Ventures, Community organizations, Cooperatives, etc.
- Examination of Charter Documents, i.e., corporate charter, partnership agreement, financial structure
- Concentration of ownership or managerial control in partners, stockholders, officers trustees and directors based definition of duties
- Principal occupations and employer of the officers and directors to determine who they represent, i.e. banker, vested ownerships
- Minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction
- Executive and employee compensation records for indication of level of efforts associated with position
- Nature of the business in comparison with the type of contract being negotiated

- 
- Cash management practices, i.e., payment of dividends - preferred dividends in arrears
  - Tax returns to identify ownership and business history
  - Goodwill contribution/contributed asset valuation to examine and ascertain the Fair Market value of non cash capital contributions
  - Contracts with owners, officers and employees to be fair and reasonable
  - Stockholder authority, i.e. appointments of officers, directors, auditors
  - Trust agreements made between parties to influence ownership and control decisions
  - Partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios
  - Litigation proceedings over ownership
  - Transfer pricing from non-Aboriginal joint venturer
  - Payment of management or administrative fees
  - Guarantees made by the Aboriginal business
  - Collateral agreements

It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.

The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.

#### **Area<sup>1</sup>:**

One of the geographic areas as identified below and in Annex "F". These areas help the Site Authority to locate the marketplace where services are required. Identified Users will be able to more readily obtain the temporary help services on site without incurring transportation charges (all rates are inclusive to/from the jobsite in the specified area). The Areas are segregated because offerors may incur different costs to obtain the services of, for example, an engineer, in Thunder Bay versus Toronto.

It is possible that during the period of the Standing Offer these Areas may change. Any changes to the Areas will be communicated to all Offerors as an update to the Request for Standing Offer; update to Basis of Payment site <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/> and by e-mail notification to those Offerors immediately affected.

For areas where there **are less than 3 Offerors**, PWGSC may, at its discretion, source offerors located outside of, but already providing services in the Region.

PWGSC has estimated, based on historical data that a number of awards to qualified Offerors will be made in the following distinct locations (referred to herein as "Area") to address the annual estimated expenditure of:

- \$ 1,331,000.00 (GST included) for BC Vancouver, Fraser Valley Area
- \$ 62,000.00 (GST included) for BC Vancouver Island Area
- \$ 204,000.00 (GST included) for BC Northern British Columbia Area
- \$ 157,000.00 (GST included) for YT Yukon Area

- 
- \$ 455,000.00 (GST included) for AB Edmonton Area
  - \$ 87,500.00 (GST included) for NT Yellowknife Area
  - \$ 35,000.00 (GST included) for NU Nunavut Area
  - \$ 656,250.00 (GST included) for AB Calgary Area
  - (included in Calgary above) (GST included) for AB Lethbridge Area
  - (included in Calgary above) (GST included) for AB Medicine Hat Area
  - (included in Calgary above) (GST included) for AB Red Deer, Bowden, Lacombe Area
  - \$1,470,000.00 (GST included) for MB Winnipeg, Stony Mountain, Selkirk Area
  - (included in Winnipeg above) (GST included) for MB Brandon, Shilo Area
  - \$579,250.00 (GST included) for SK Prince Albert Area
  - (included in Prince Albert above) (GST included) for SK Regina Area
  - (included in Prince Albert above) (GST included) for SK Saskatoon Area
  - \$ 305,000.00 (HST included) for ON Barrie, Borden, Collingwood, Owen Sound, Parry Sound Area
  - \$ 25,000.00 (HST included) for ON Brockville, Prescott Area
  - \$ 400,000.00 (HST included) for ON Burlington, Hamilton, Milton, Jerseyville, Grimsby, Dundas, Stoney Creek Area
  - \$ 30,000.00 (HST included) for ON Chatham, Windsor Area
  - \$ 25,000.00 (HST included) for ON Cornwall Area
  - \$ 30,000.00 (HST included) for ON Guelph, Kitchener Area
  - \$ 400,000.00 (HST included) for ON Kingston Area
  - \$ 74,000.00 (HST included) for ON London Area
  - \$ 45,000.00 (HST included) for ON Niagara Falls, St.Catharines, Welland Area
  - \$ 100,000.00 (HST included) for ON North Bay, Sudbury Area
  - \$ 30,000.00 (HST included) for ON Pembroke Area
  - \$ 30,000.00 (HST included) for ON Peterborough Area
  - \$ 10,000.00 (HST included) for ON Sarnia Area
  - \$ 180,000.00 (HST included) for ON Sault Ste. Marie Area
  - \$ 30,000.00 (HST included) for ON Thunder Bay Area
  - \$ 30,000.00 (HST included) for ON Timmins Area
  - \$ 50,000.00 (HST included) for ON Trenton/Belleville Area
  - \$ 4,000,000.00 (HST included) for ON Greater Toronto Area
  - \$ 201,000.00 (HST included) for NL Newfoundland and Labrador
  - \$1,750,000.00 (HST included) for NB New Brunswick
  - (included in NB New Brunswick above) (GST included) for PE Prince Edward Island
  - \$1,000,000.00 (HST included) for NS Halifax Truro Kentville Bridgewater Yarmouth Amherst & Cape Breton

These estimates are a reflection of reported historical utilization and are not to be interpreted as a guarantee of business.

This requirement excludes the National Capital Area, defined as the Regional Municipality of Ottawa-Carleton (RMOC) boundary on the Ontario side and the Outaouais Regional Community (ORC) on the Quebec side.

**Bilingual services<sup>5</sup>:**

Staff meeting or exceeding the requirements of Level "C" in reading, writing and oral, in both French and English. Bilingual staff must be present in order to screen and offer bilingual temporary help personnel. When bilingual services are specifically called up against the Standing Offer with the contact with a (B) following their name, a premium of \$0.55 per hour will be added automatically to the quoted rate on the order generated by the temporary help site.

#### LEVEL A

##### Reading

Ability to understand texts on topics of limited scope; ability to understand very simple texts and grasp the main idea of texts about familiar topics; ability to read and understand elementary points of information such as dates, numbers or names from relatively more complex texts in order to perform routine job-related tasks.

##### Writing

Ability to write very limited units of information in the second language; ability to write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.

##### Oral Interaction

Ability to ask and answer simple questions; ability to give simple directions or instructions; ability to handle simple work-related situations.

#### LEVEL B

##### Reading

Ability to understand most descriptive or factual material on work-related subjects; ability to grasp the main idea of most work-related texts, locate specific details and distinguish main from subsidiary ideas.

##### Writing

Ability to write short descriptive or factual texts in the second language; ability to write with sufficient mastery of grammar and vocabulary to deal with explicit information on work-related topics.

##### Oral Interaction

Ability to give simple explanations; ability to give factual descriptions (of people, places or things); ability to narrate events (past, present, future); ability to handle work-related situations with a complication.

#### LEVEL C

##### Reading

Ability to understand texts dealing with a wide variety of work-related topics; ability to understand most complex details, inferences and fine points of meanings; ability to read with good comprehension specialized or less familiar material.

##### Writing

Ability to write explanations or descriptions in a variety of informal and formal work-related situations; ability to write texts in which the ideas are developed and presented in which vocabulary, grammar and spelling are generally appropriate and require few corrections.

##### Oral Interaction

Ability to give detailed explanations and descriptions; ability to handle hypothetical questions; ability to support an opinion, defend a point of view, or justify an action; ability to counsel and give advice; ability to handle complex work-related situations.

LEVEL C+

Absolute proficiency in the language.

### **Classification<sup>3</sup>:**

Classifications refer to a *minimum* defined set of skills. In the course of business, the Offeror skill-tests temporary help employees against the stated set of skills in order to determine the price against which they will be invoiced. Supplied temporary help employees must meet the applicable selection standards in the latest version of the following publications which standards are incorporated by reference into this document as if set out in full and a copy of which the Offeror acknowledges to have received and read.

For administrative and computer support classifications: The standards for personnel supplied are found in the "CAN/CGSB-168.1-91 Classifications and Descriptions for Administrative Support Temporary Help". Some elements of this CGSB Standard (ex: specializations for clerks) are to be used to better define requirements of suppliers and are not tied to the pricing structure. This Standard may be purchased from the Canadian General Standards Board for \$77.00 by phone 1-800-665-2472, or on-line at [www.cgsb.gc.ca](http://www.cgsb.gc.ca).

The site <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/> summarizes some of the administrative and support classification descriptions. The classifications listed in these forms do not necessarily reflect the historical usage.

For Professional, Administrative, Technical, Operational, Telecommunications and Engineers: These can be viewed at <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/> by clicking on "Classification Descriptions".

For ease of reference, during the period of the Standing Offer, Offerors may also verify the classification descriptions, and this can be found at <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/>, "Client Procedures", under "Which Services and Where".

At the writing of this document, the classifications included for each area are: (Note: italicized classifications are not available in all Areas)

#### **A. Administrative Support Category:**

##### **\* Clerk (CLK) (CAN/CGSB-168.1-91 refers)**

CLK - Clerk junior  
 CLK - Clerk inter. plus type level 1  
 CLK - Clerk inter. plus type level 2  
 CLK - Clerk inter. plus type level 3  
 CLK - Clerk inter. plus WP1-C1  
 CLK - Clerk inter. plus WP2-C2  
 CLK - Clerk inter. plus WP3-C3  
 CLK - Clerk sr. plus WP1-C1  
 CLK - Clerk sr. plus WP2-C2  
 CLK - Clerk sr. plus WP3-C3  
 CLK - Clerk Finance+WP2-C2

##### **\* Secretary (SEC) (CAN/CGSB-168.1-91 refers)**

SEC - Secretary Jr. plus WP1-C1  
 SEC - Secretary int. plus WP1-C1

SEC - Secretary int. plus WP2-C2  
 SEC - Secretary int. plus WP3-C3  
 SEC - Secretary sr. plus WP2-C2  
 SEC - Secretary sr. plus WP3-C3  
 SEC - *Secretary executive plus WP1-C1*  
 SEC - *Secretary executive plus WP2-C2*  
 SEC - *Secretary executive plus WP3-C3*  
 SEC - *Legal Secretary executive plus WP2-C2*  
 SEC - *Legal Secretary executive plus WP3-C3*

\* Word Processor Operator (WPO) (CAN/CGSB-168.1-91 refers)

WPO - Word processor Operator jr+WP1-C1  
 WPO - Word processor Operator int+WP2-C2  
 WPO - *Word processor Operator int+WP3-C3*  
 WPO - *Word processor Operator sr+WP2-C2*  
 WPO - Word processor Operator sr+WP3-C3

\* Desktop Publishing Operator (DTP) (CAN/CGSB-168.1-91 refers)

DTP - Desktop Publishing Operator int.  
 DTP - Desktop Publishing Operator int.+K2  
 DTP - Desktop Publishing Operator sr.  
 DTP - Desktop Publishing Operator sr +K3

\* Receptionist-Switchboard Operator (RSO) (CAN/CGSB-168.1-91 refers)

RSO - Receptionist-Switchboard Operator jr.  
 RSO - Receptionist-Switchboard Operator int.  
 RSO - Receptionist-Switchboard Operator sr.

\* *Receptionist (REC) (CAN/CGSB-168.1-91 refers)*

*REC - Receptionist jr.*  
*REC - Receptionist int.*  
*REC - Receptionist sr.*

\* Data Entry Operator (DAO) (CAN/CGSB-168.1-91 refers)

DAO - Data Entry Operator jr.  
 DAO - Data Entry Operator inter.  
 DAO - Data Entry Operator sr.

B. Professional and Administrative Category:

\* Administrative Services (AS) (<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/> refers)

AS - Administrative Services jr.  
 AS - Administrative Services int.  
 AS - Administrative Services sr.  
 AS - *Administrative Services Executive Assistant*

\* *Community Health Nurse (NUCHN) (<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/> refers)*

*NUCHN - Community Health Nurse*

\* Information Professional Sub-Group (INF) (<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/> refers)

This sub-group encompasses Writers, Editors, Proofreaders, Information Services and Librarians.  
 INF - Information Professional Jr.

INF - Information Professional int.

INF - Information Professional sr.

\* Financial Professional Sub-Group (FIN) (<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/> refers)

This sub-group encompasses Auditors, Financial Administrators, Commerce Officers, Personnel Consultants and Purchasing

FIN - Financial Professional jr.

FIN - Financial Professional int.

FIN - Financial Professional sr.

\* Research/Program Management Professional Sub-Group (RES)

(<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/> refers)

This sub-group encompasses Economics, Sociology & Statistics and Program Project Administration.

RES - Research Professional jr.

RES - Research Professional int.

RES - Research Professional sr.

### C. Technical and Operational Category:

\* Computer Application Support Specialist (CAS) (CAN/CGSB-168.1-91 refers)

CAS - Computer Applica.Supp.Specialist jr.

CAS - Computer Applica.Supp.Specialist int.

CAS - Computer Applica.Supp.Specialist sr.

CAS - *Comp Applica.Supp.Specialist CADL2*

\* Drafting & Illustrating Personnel (DD) (<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/> refers)

DD - Drafting & Illust.Pers.Level A

DD - Drafting & Illust.Pers.Level B

DD - Drafting & Illust.Pers.Level B+CAD L2

DD - Drafting & Illust.Pers.Level C

DD - Drafting & Illust.Pers.Level C+CAD L3

\* Engineering & Scientific Support Personnel (EGESS)

(<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/> refers)

EGESS - Eng.& Scientific Supp.Pers. level A

EGESS - Eng.& Scientific Supp.Pers. level B

EGESS - Eng.& Scientific Supp.Pers. level C

EGESS - Eng.& Scientific Supp.Pers. level D

\* Library Technicians (LT) (<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/> refers)

LT - Library Technician level 1

LT - Library Technician level 2

\* Stores Services Personnel (GSSTS) (<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/> refers)

GSSTS - Stores Services Personnel jr.

GSSTS - Stores Services Personnel int.

GSSTS - Stores Services Personnel sr.

\* Food Services Helpers (GSFOS) (<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/> refers)

GSFOS - Food Services Helpers, Level A

GSFOS - Food Services Helpers, Level B

\* General Labourers & Trades Helpers (GLELE) (<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/refers>)

GLELE - Labourer & Trades Helper

GLELE - Labourer & Trades Helper, Supervisor

\* *Carpenters, Cabinet-makers and Pattern Makers (GLWOW)*

(<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/refers>)

GLWOW - Carpenters, Cabinet-makers and Pattern Makers

\* Building Services Personnel (GSBUS) (<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/refers>)

GSBUS - Building Services Personnel Level A

GSBUS - Building Services Personnel Level B

\* *Machine Builders, Machinists, Maintenance Machinists (GLMST)*

(<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/refers>)

GLMST - Machine Builders, Machinists, Maintenance Machinists

#### D. Telecommunications and Engineering Services Category:

\* Engineer (ENG) (<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/refers>)

ENG - Engineer Jr.

ENG - Engineer int.

ENG - Engineer sr.

\* Telecommunications Engineer and Specialist (TES)

(<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/refers>)

TES - Telecommunications Eng. & Spec. jr.

TES - Telecommunications Eng. & Spec inter

TES - Telecommunications Eng. & Spec. Sr.

\* Telecommunications Analyst (TCA) (<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/refers>)

TCA - Telecommunications Analyst jr./Analyste en télécommunications subalterne:

TCA - Telecommunications Analyst inter./Analyste en télécommunications intermédiaire:

TCA - Telecommunications Analyst sr./Analyste en télécommunications principal:

#### **Marketing:**

Only Standing Offer holders with listed "accepted" classifications should be marketing to departments. To market those classifications that have been accepted into the catalogue, one must become knowledgeable about which departments exist in the Area<sup>1</sup> and who would buy for them. All federal government clients can view the extranet temporary help catalogue at <http://clientsontario.pwgsc.gc.ca/temphelp/> and verify that you hold a valid Standing Offer for the specific classification(s) that you have qualified.

Departmental Materiel Managers typically receive promotional literature and can redirect to individuals if necessary, they can be found at:

<https://buyandsell.gc.ca/for-businesses/contacts/departmental-materiel-managers>.

Departments and Agencies under federal jurisdiction can be found at:

<http://www.canada.gc.ca/depts/major/depind-eng.html>



E-mail/telephone numbers for contacts within some federal departments and agencies can be found at: <http://sage-geds.tpsgc-pwgsc.gc.ca/cgi-bin/direct500/eng/TE?FN=index.htm>

Burolis identifies federal offices by geographic location and can be found at:  
<http://www.tbs-sct.gc.ca/ollo/appollo/burolis/search-recherche/search-recherche-eng.aspx>

### **Rate Evaluation<sup>7</sup>:**

During the period from posting of this solicitation to 31 May 2013, at 14:00 local time according to Annex "F", all hourly unilingual bill rates posted on the site:  
<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/> and new Bases of Payment submitted by new Offerors will be evaluated against their competitors' rates, by Area<sup>1</sup> and follow the same evaluation described below. All Aboriginal<sup>4</sup> Offerors' rates will be evaluated in the same manner against each other, by Area<sup>1</sup>.

#### **Step 1: Initial Screening of Rates**

Any rates falling below the legislated Minimum Wage for the Area<sup>1</sup> will fail and be not be considered further.

The average rate of all rates quoted for each classification<sup>3</sup> (ex. Clerk inter. plus WP2-C2) will be calculated. The average rate is the addition of the rates quoted for a classification<sup>3</sup> divided by the number of Offerors who submitted rates for the classification<sup>3</sup>. Two limits will be established as follows:

limit "A" calculated average less 20% (80% of the average)

limit "B" calculated average plus 20% (120% of the average)

Rates which fall under limit "A" will be accepted. Rates which are over limit "B" will be rejected from the catalogue. The rates which are in between these two limits will be used in the calculation of step 2.

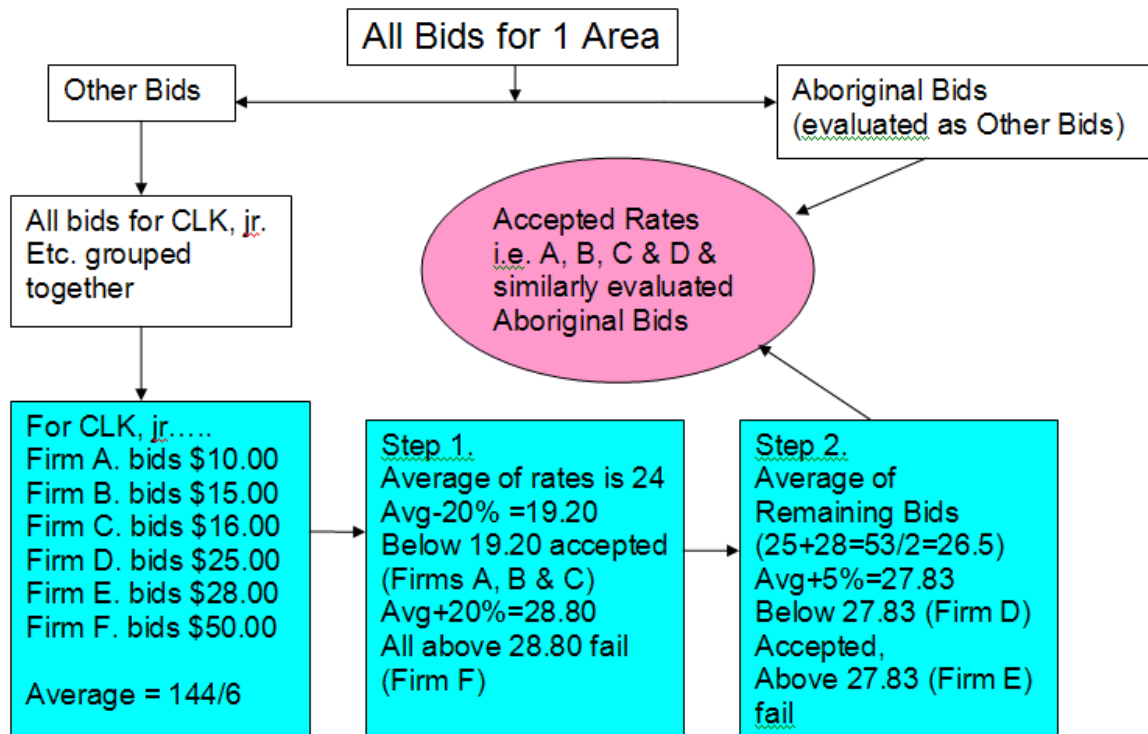
#### **Step 2: Final Screening of Rates**

A new average will be calculated using the rates remaining from the initial screening (rates that have not been accepted or rejected in step 1). The remaining rates falling on or below the new average plus 5% of the average rate will be issued Standing Offers for that classification<sup>3</sup>.

Rates which exceed the new average rate plus 5% will be rejected and excluded from the catalogue. Rejected rates remain on the site until such time as rate changes by the Offeror or competitor(s) enable the aforementioned calculation to accept the rates.

The Aboriginal<sup>4</sup> and non-aboriginal Offerors rates are then blended and presented, by Area<sup>1</sup>, by classification<sup>3</sup> in ascending order of lowest to highest accepted rates. Where there are two or more hourly rates that are the same, the order is determined on the lower overtime multiplier.

Sample below (oval area is shown in catalogue):

**Refresh<sup>2</sup>:**

Process by which a current Standing Offer Holder can update their quoted firm all inclusive hourly rates for the Classifications<sup>3</sup> in the Area<sup>1</sup> for which it is authorized at the <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/> site. (The Update/Super User has this capability as well as updating the contact names, address and e-mail addresses of its contacts). At each 6-month interval as identified in Annex "F", whatever new or unchanged information exists on the site at 14:00 local time is uploaded along with any new Financial Offers, evaluated according to the formula above and posted to the Identified User and Offeror sites.

**ANNEX "F"**  
**AREA DIRECTORY OF TEMPORARY HELP SOLICITATIONS ACROSS CANADA**  
**(Excluding the National Capital Area)**  
**UP TO 31 MAY 2013 AND EXTENSION PERIOD TO 31 MAY 2014**

**1. NEW OFFERORS FOR ALL AREAS<sup>1</sup> must submit by one of the following BID CLOSINGS to the respective offices listed in 2. below**

YEAR 1 1st Closing For period from 1 June 2012 to expiry	YEAR 1 2nd Closing For period from 1 Dec 2012 to expiry	EXTENSION YEAR 2 3rd Closing For period from 1 June 2013 to expiry	EXTENSION YEAR 2 4th Closing For period from 1 Dec 2013 to expiry
2:00 p.m. Local Friday, May 18, 2012	2:00 p.m. Local Monday, Nov. 19, 2012	2:00 p.m. Local Friday, May 17, 2013	2:00 p.m. Local Monday, Nov. 18, 2013

**2. Current Offerors have until the following times to Refresh**

**A. PROVINCE OF BRITISH COLUMBIA & YUKON TERRITORY**

For the Areas <sup>1</sup> of: -BC Vancouver, Fraser Valley -BC Vancouver Island -BC Northern British Columbia -YT Yukon	Submit as Solicitation # <b>66XSB-111000/A</b> To: PWGSC PACIFIC REGION <u>Vancouver Acquisitions</u> 800 Burrard St., Rm 641, Vancouver BC V6Z 2V8 Contact: Elizabeth Perez 604-775-7690 elizabeth.perez@pwgsc-tpsgc.gc.ca
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Refreshes for PWGSC PACIFIC REGION:

2:00 p.m. Local - Monday, May 28, 2012  
2:00 p.m. Local - Monday, Nov. 26, 2012  
2:00 p.m. Local - Monday, May 27, 2013  
2:00 p.m. Local - Monday, Nov. 25, 2013

**B. PROVINCES OF ALBERTA, MANITOBA, SASKATCHEWAN, NORTHWEST TERRITORIES & NUNAVUT**

For the Areas <sup>1</sup> of: -AB Edmonton -NT Yellowknife -NU Nunavut	Submit as Solicitation # <b>EW479-120783/A</b> To: PWGSC WESTERN REGION <u>Edmonton Acquisitions</u> Telus Plaza North, Edmonton AB T5J 1S6 Contact: Jasmine Scott 780-497-3578 jasmine.scott@pwgsc-tpsgc.gc.ca
Solicitation # <b>EW478-120771A</b> for the Areas <sup>1</sup> of: -AB Calgary -AB Lethbridge -AB Medicine Hat -AB Red Deer/ Bowden/ Lacombe  Solicitation # <b>EV394-120786/A</b> for the Areas <sup>1</sup> of: -SK Prince Albert -SK Regina -SK Saskatoon	Submit To: PWGSC WESTERN REGION <u>Saskatoon Acquisitions</u> #910, 410 - 22nd Street East, Saskatoon, SK S7K 5T6 Contact: Wayne Mack 306-975-4004 wayne.mack@pwgsc-tpsgc.gc.ca
For the Areas <sup>1</sup> of: -MB Winnipeg/ Stony Mountain/ Selkirk -MB Brandon/ Shilo	Submit as Solicitation # <b>ET959-120660/B</b> To: PWGSC WESTERN REGION <u>Winnipeg Acquisitions</u> Ste. 100- 167 Lombard Ave.P.O. Box 1408

E6TOR-11RM01/A

tor011

E6TOR-11RM01

TOR-0-32502

Winnipeg, MB R3C 2Z1

Contact: Jordanna Hamp 204-983-4460

jordanna.hamp@pwgsc-tpsgc.gc.ca

## Refreshes FOR PWGSC WESTERN REGION:

2:00 p.m. Local - Tuesday, May 29, 2012

2:00 p.m. Local - Tuesday, Nov. 27, 2012

2:00 p.m. Local - Tuesday, May 28, 2013

2:00 p.m. Local - Tuesday, Nov. 26, 2013

**C. PROVINCE OF ONTARIO**For the Areas<sup>1</sup> of:-ON Barrie/ Borden/ Collingwood/ Owen Sound/  
Parry Sound

-ON Brockville/ Prescott

-ON Burlington/ Hamilton/ Milton/ Jerseyville/  
Grimsby/ Dundas/ Stoney Creek

-ON Chatham/ Windsor

-ON Cornwall

-ON Guelph/ Kitchener

-ON Kingston

-ON London

-ON Niagara Falls/ St.Catharines/ Welland

-ON North Bay/ Sudbury

-ON Pembroke

-ON Peterborough

-ON Sarnia

-ON Sault Ste. Marie

-ON Thunder Bay

-ON Timmins

-ON Trenton/ Belleville

-ON Greater Toronto

Submit as Solicitation # **E6TOR-11RM01/A**

To: PWGSC ONTARIO REGION

Mississauga Acquisitions33 City Centre Dr., #480C, Mississauga, ON  
L5B 2N5

Contact: Janet Tsuji 905-615-2078

ont.ths-sat@pwgsc-tpsgc.gc.ca

## Refreshes FOR PWGSC ONTARIO REGION:

2:00 p.m. Local - Wednesday, May 23, 2012

2:00 p.m. Local - Wednesday, Nov. 21, 2012

2:00 p.m. Local - Wednesday, May 22, 2013

2:00 p.m. Local - Wednesday, Nov. 20, 2013

**E. PROVINCES OF NEWFOUNDLAND AND LABRADOR, NEW BRUNSWICK, PRINCE EDWARD ISLAND, AND NOVA SCOTIA**For the Areas<sup>1</sup> of:

-NL Newfoundland and Labrador

-NS Halifax Truro Kentville Bridgewater Yarmouth  
Amherst & Cape BretonSubmit as Solicitation # **EA371-110002/A**

To: PWGSC ATLANTIC REGION

St. John's AcquisitionsCabot Place, Phase II, 6th Floor, Box 4600 St.  
John's, NL A1C 5T2

Contact: Janice Baird 709-772-2999

janice.baird@pwgsc-tpsgc.gc.ca

For the Areas<sup>1</sup> of:

-NB New Brunswick

-PE Prince Edward Island

Submit as Solicitation # **E6095-120002/A**

To: PWGSC ATLANTIC REGION

Moncton Acquisitions

Solicitation No. - N° de l'invitation

E6TOR-11RM01/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor011

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

E6TOR-11RM01

File No. - N° du dossier

TOR-0-32502

CCC No./N° CCC - FMS No/ N° VME

Government of Canada Building Lobby C -  
1045 Main Street, Moncton NB E1C 1H1

Contact: Annette Bourque 506-851-2325  
annette.bourque@pwgsc-tpsgc.gc.ca

Refreshes FOR PWGSC ATLANTIC REGION:  
2:00 p.m. Local - Thursday, May 31, 2012  
2:00 p.m. Local - Thursday, November 29, 2012  
2:00 p.m. Local - Thursday, May 30, 2013  
2:00 p.m. Local - Thursday, November 28, 2013