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PART 1 - GENERAL INFORMATION

1. Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses: |
| | 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

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

2. Summary

- (i) This requirement is for the provision of temporary help services to federal government departments and agencies in one or more of the geographical Areas listed in Annex "A", on an as and when requested basis.

Offerors are to provide separate offers for each of the geographical Areas where they wish to provide services.

There are 4 temporary help services categories:

- Administrative Support
- Professional and Administrative
- Technical and Operational
- Telecommunications and Engineering Services

These categories are further broken down into classifications viewable at :

<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/procedures/services-eng.cfm>

Temporary help services may be required from Standing Offer Holders who provide the services of employees to others on a temporary basis when the incumbent employee is absent for a period of time; during a temporary workload increase, or when a position is in the process of being staffed.

Offers will be accessible to Identified Users through an electronic catalogue.

This electronic catalogue will be refreshed semi-annually (every 6 months) to enable new offerors the ongoing opportunity to qualify for a Standing Offer, and to enable existing Standing Offer Holders to revise their rates or contacts, or qualify for additional Areas.

- (ii) 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, of the Financial Administration Act, R.S., 1985, c. F-11.
- (iii) The period for making call-ups against the Standing Offer is from June 1, 2014 to May 31, 2015, with the right to request 2 additional one year periods.
- (iv) There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Insurance Requirements, and Part 7A - Standing Offer. For more information on personnel and organization security screening or security clauses, offerors should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- (v) offerors must submit a list of names , or other related information as needed, pursuant to section 01 of Standard Instructions 2006 and 2007.
- (vi) For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).
- (vii) The requirement is limited to Canadian goods and/or services.
- (viii) 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.

Call-ups to identified Aboriginal businesses under this Standing offer will be set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4 Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.

3. Security Requirement

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

4. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2014-03-01) 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. Submission of Offers

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

3. Former Public Servant

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

Definitions

For the purposes of this clause,

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

- A. an individual;
- B. an individual who has incorporated;
- C. a partnership made of former public servants; or
- D. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES () NO ()

If so, the Offeror must provide the following information:

- A. name of former public servant;
- B. conditions of the lump sum payment incentive;
- C. date of termination of employment;
- D. amount of lump sum payment;
- E. rate of pay on which lump sum payment is based;
- F. period of lump sum payment including start date, end date and number of weeks;
- G. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries - Request for Standing Offers

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All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1.1 Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy per geographical Area)

Section II: Financial Offer (1 hard copy per geographical Area)

Section III: Certifications (1 hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

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

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the "Annex B, Basis of Payment" and with the spreadsheet available at : <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/docs/index-eng.cfm> for each of their offered Areas. The total amount of Applicable Taxes must be shown separately.

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.

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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

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.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

A. FOR EXISTING STANDING OFFER HOLDERS:

- 1. Existing Standing Offer Holders wishing to retain existing Standing Offers

Standing Offer Holders who currently hold a Standing Offer issued under solicitation no. EA372-110002/A **and who wish to rely on information** submitted in response to these solicitations, must submit an offer that indicates:

- (i) All mandatory criteria listed under 1.1.1 Mandatory Technical Criteria, Section B., items 1 through 6, are still met and that all information provided under the previously listed solicitations remains true, accurate, unchanged and may be used for the purposes of this solicitation.

Separate and complete offers must be provided per geographical Area.

For existing Standing Offer Holders who wish to retain their existing Standing Offer(s) and who submit in accordance with the requirements set out in this solicitation, Canada will proceed to grandfather the existing Standing Offer(s) as issued under the solicitations no. EA372-110002/A (If one or more of the mandatory criteria listed under 1.1.1 section B are no longer met, a brand new offer must be submitted, as per section B below.)

- 2. Existing Standing Offer Holders offering services for additional geographical Areas

If an Existing Standing Offer Holder wishes to submit for another geographical Area not previously issued to them, a brand new offer must be submitted. Refer to section B – All Other Offerors, below.

B. ALL OTHER OFFERORS:

Separate and complete offers must be provided per geographical Area for which offerors are wishing to provide services.

In addition, only one offer per geographical Area, per Offeror will be accepted and evaluated. If more than one offer is received per geographical Area, Canada will choose which offer to evaluate.

- 1. Offeror's commercial office for each geographical Area:
 - (i) Offerors must demonstrate that they provide services from a fully-operational, permanent, commercial office for each geographical Area for which they are submitting an offer.
 - (ii) Offerors must demonstrate that they operate their 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.) in each geographical Area for which they are submitting an offer.

2. Commercial office staff:

- (i) Offerors are to demonstrate that they maintain a minimum staff of two (2) full-time employees in their commercial office for each geographical Area for which they are submitting an offer.

3. Offeror standard response times:

Offerors must demonstrate how they will meet the following:

- (i) Reply to an Identified User's queries within forty-eight (48) hours.
- (ii) Dispatch an appropriate resource to the identified client site within 48 hours 80% of the time.

4. Offeror's Corporate experience related to classifications offered:

- (i) Offerors must demonstrate that they have been in business for at least one (1) year; and
- (ii) Must demonstrate that they have previously provided one or more of the offered classifications for a minimum of three (3) months.

5. Offeror process for testing candidates:

The Offeror must describe the tools, procedures and instruments in place to test for the various skills and aptitudes for the types of classifications offered, for example:

- (i) What hard and soft skill tests are administered by the Offeror;

6. Offeror's Quality Control Process:

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

THIS PROCESS MUST INCLUDE:

- (i) assessment of temporary help employee during assignment; and
- (ii) assessment of temporary help employee and your company, after assignment

1.2 Financial Evaluation

A. FOR EXISTING STANDING OFFER HOLDERS:

1. Existing Standing Offer Holders wishing to retain existing Standing Offers

Standing Offer Holders who currently hold a Standing Offer issued under solicitation no.

EA372-110002/A are able to revise their rates or contacts at the website:

<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/> with their existing usernames and passwords. Standing

Offer Holders rates (including any revisions) will be evaluated accordingly. (Note: It is recommended that a hard copy of the revised rates or contacts, be submitted to the Standing Offer Authority by the solicitation closing date and time).

2. Existing Standing Offer Holders offering services for additional geographical Areas

If an Existing Standing Offer Holder wishes to submit for another geographical Area not previously issued to them, a brand new offer must be submitted. Refer to section B – All Other Offerors, below.

1.2.1 Mandatory Financial Criteria

B ALL OTHER OFFERORS:

1. Offerors must submit a separate financial offer for each geographical Area for which they are offering services.
- 1 2. Offerors must submit their financial offer in accordance with the "Annex B, Basis of Payment" and with the spreadsheet available at : <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/docs/index-eng.cfm> for each of their offered Areas. The format of these spreadsheets is not to be altered.

The prices must be an all inclusive firm hourly rate in Canadian funds including salary, overhead, profit, benefits, annual leave, sick leave, etc, for the provision of a temporary help unilingual English speaking resource. Only one firm hourly rate is to be provided per classification, per category. (Note: the Offeror should complete the "Offeror Information" section).

3. Firm hourly rates below the minimum wage for the respective Province/Territory will be automatically removed and will not be evaluated.
4. All compliant offers will proceed to the financial evaluation stage.

Step 1: Initial Screening of Rates

Limit "A" = average less 20%
Limit "B" = average plus 20%

Rates which fall under limit "A" will be accepted and standing offers will be issued. 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.

Rates which exceed the step 2 average rate plus 5% will be rejected and excluded from further consideration in the electronic catalogue presentation for that period.

2. **Basis of Selection**

2.1 **Basis of Selection**

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An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive offers will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Issuance of a Standing Offer

1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from HRSDC-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

2. Additional Certifications Precedent to Issuance of a Standing Offer

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

2.1 Canadian Content Certification

2.1.1 *SACC Manual* clause M3056T (2010-01-11) Canadian Content Definition

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.

2.2 Voluntary Self-Declaration of Aboriginal Businesses providing Temporary Help

VOLUNTARY SELF-DECLARATION OF ABORIGINAL BUSINESS

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 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, 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. ()

OR

B) Our Firm IS an ABORIGINAL BUSINESS. ()

IF B), complete the following:

SACC Manual clause M9030T (2013-07-10) Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4: Requirements for the Set-aside Program for Aboriginal Business, of the *Supply Manual*.
2. The Offeror:

- i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
- ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Offeror must check the applicable box below:

The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Offeror must check the applicable box below:

The Aboriginal business has fewer than six full-time employees.

OR

The Aboriginal business has six or more full-time employees.

5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.

6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

SACC Manual clause M3030T (2011-05-16) Owner/Employee Certification - Set-aside for

Aboriginal Business

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

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

Printed name of owner and/or employee

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Signature of owner and/or employee

Date

PART 6 – SECURITY AND INSURANCE REQUIREMENTS

1. Security Requirement

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website

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 Annex D.

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Security Requirement

2.1 The following security requirement (SRCL and related clauses) applies and form part of the Standing Offer.

1. The Contractor/Offeror must, at all times during the performance of the Contract/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 Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC. Until the security screening of the Contractor/Offeror personnel required by this Contract/Standing Offer has been completed satisfactorily by the Canadian Industrial Security Directorate, Public Works and Government Services Canada, the Contractor/Offeror personnel **MAY NOT HAVE ACCESS** to (CLASSIFIED/PROTECTED) information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without **an escort**.
3. The Contractor/Offeror **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor/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 Contractor/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 (2014-03-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.2 Standing Offers Reporting

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

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

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from June 1, 2014 to May 31, 2015.

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 2 - one year periods, from June 1, 2015 to May 31, 2016 and from June 1, 2016 to May 31, 2017 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 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Janice Baird, Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
St. John's, NL

Telephone: 709-772-2999

Solicitation No. - N° de l'invitation

EA372-140001/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xaq031

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

EA372-140001

File No. - N° du dossier

XAQ-3-36211

CCC No./N° CCC - FMS No/ N° VME

Facsimile: 709-772-4603

E-mail address: janice.baird@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Project Authority

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

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

5.3 Offeror's Representative

Name: _____

Title: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

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

8. Call-up Procedures

8.1. Authorized Identified Users in the federal government will consult an electronic catalogue on the government extranet <http://clientsontario.pwgsc.gc.ca/sat-ths/> where they can conduct a search by geographical Area, by classification, or skill keyword.

8.2. The search results list the offerors by geographical Area, and by classification in ascending order of price. Where the firm hourly rate is the same, the order is determined by the Offeror with the lower overtime multiplier being displayed first.

8.3. Identified Users will email the three (3) lowest-priced offerors for the required classification to establish if they can provide a resource who: meets the classification description; is available for the

specified period of time; can report to the given location in the Area; meets the personnel security requirement (if applicable), and meets the bilingual requirement (if applicable).

The Identified User will provide at least two (2) full working days' notice for the offerors to respond to the email request. Email requests are required to ensure that the lowest-priced offerors are consulted, given the same information/timeframe to respond, and a written record of correspondence is available for audit purposes.

EXAMPLES:

When contacting the offerors the Identified Users can provide details such as "The temporary help employee must meet the qualifications for the Intermediate Clerk – Junior classification, be security-cleared to the level of Reliability, must be able to work from DD-MM-YYYY to DD-MM-YYYY, in North Bay, ON. Offerors must provide a response to this email by DD-MM-YYYY."

8.4. The Identified User will review the responses to determine the lowest priced Offeror who meets the requirements and issue a call-up against the standing offer. Identified Users can place an order with the 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.

8.5. The Identified User will forward to the 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, section 9. Conditions of Immediate Set-Aside of Standing Offer.

8.6. Call-up Periods: The minimum call-up period is four (4) consecutive hours. The maximum call-up period is forty-eight (48) consecutive weeks (including all amendments). All call-ups are subject to clients internal limits.

9. 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.

10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

11. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-03-01), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010B (2014-03-01), General Conditions - Professional Services (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;

- g) Annex C, Security Requirements Check List;
 h) Annex D, Insurance Requirements;
 i) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____"*).

12. Certifications

12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

12.2 Aboriginal Business Certification (if applicable)

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

12.3 SACC Manual Clauses

M3060C 2008-05-12 Canadian Content Certification

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 _____.

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 (2014-03-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of 2010B (2014-03-01), General Conditions - Professional Services (Medium Complexity) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Period of the Contract

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

4. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

5. Payment

5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with Annex B – Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

5.2 Limitation of Price

SACC *Manual* clause C6000C (2011-05-16) Limitation of Price

5.3 SACC Manual Clauses

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

5.4 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

6. Invoicing Instructions

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

Each invoice must be supported by:

- A. a copy of time sheets to support the time claimed;
- B. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

2. Invoices must be distributed as follows:

a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

OR

a. The original and one (1) copy must be forwarded to the following address for certification and payment.

_____ (Insert the name of the organization)

_____ (Insert the address of the organization)

7. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

8. SACC Manual Clauses

A3000C	2007-11-30	Aboriginal Business Certification (if applicable)
A9068C	2010-01-11	Government Site Regulations (if applicable)
A9062C	2011-05-16	Canadian Forces Site Regulations (if applicable)

ANNEX "A"

REQUIREMENT

-
1. Requirement
 2. Background
 3. Areas
 4. Bilingual Services
 5. Electronic Catalogue
 6. Standing Offer Holder Process for Call-ups
 7. Standing Offer Holder Responsibilities
 8. Unsatisfactory Services
 9. On-Going Opportunity for Qualification
 10. Schedule of Cycles for Qualification

1. Requirement:

The Standing Offer Holder must provide temporary help services as and when requested by various Federal Government Departments and Agencies, as detailed herein.

2. Background:

Temporary help services may be required from Standing Offer Holders who, provide the services of their employees 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 temporary help services available through this Standing Offer include services commonly available in the following categories:

- Administrative Support
- Professional & Administrative
- Technical & Operational
- Telecommunications and Engineering Services

These categories are further broken down into classifications viewable at :

<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/procedures/services-eng.cfm>.

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, will be fulfilled through other methods.

3. Areas:

Services are to be provided to at least one of the geographical Areas as identified below.

For Areas where there are less than 3 offerors, PWGSC may, at its discretion, source offerors.

Based on historical data, PWGSC NL Region, estimates the following usage per year, for each geographical Area:

- \$ 250,000.00 (HST included) for NL
- \$ 1,000,000.00 (HST included) for Nova Scotia

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

4. **Bilingual services:**

Temporary Help employees meeting or exceeding the requirements of Level "C" in reading, writing and oral, in both French and English are considered bilingual.

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.

5. **Electronic Catalogue:**

The Standing Offer Holder 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 electronic catalogue at:

<http://clientsontario.pwgsc.gc.ca/sat-ths/> and Standing Offer Holders at:

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

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

- the terms and conditions of the Standing Offers & call-ups;
- classification descriptions;
- all Offeror's 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 electronic catalogue; and
- the Offeror's own proposed new rates, that will be uploaded for the semi-annual updating of the electronic 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.

The electronic catalogue is refreshed every six (6) months in order to include the revised information and to allow new Standing Offer Holders to be included in the electronic catalogue.

Data Recovery:

If the systems associated with the solicitation, submission of rates, evaluation of rates, or the electronic 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 will 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, quasicontract, tort (including negligence), restitution on any legal basis.

6. Standing Offer Holder 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 qualifications verified by the Standing Offer Holder. All assigned temporary help personnel must meet the applicable minimum qualifications for each classification as outlined at: <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/procedures/services-eng.cfm> .

For the Administrative Support category, the standards can be found in the "CAN/CGSB-168.1-91 Classifications and Descriptions for Administrative Support Temporary Help". This Standard may be purchased from the Canadian General Standards Board by phone 1-800-665-2472, or on-line at <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>.

Standing Offer Holders must be able to dispatch a resource meeting the offered classification description within 48 hours of the request 80% of the time.

7. Standing Offer Holder Responsibilities:

In addition to obligations set out herein, during the period of the Standing Offer, the Standing Offer Holder must:

7.1 Maintain Data

Each Standing Offer Holder is given two (2) Usernames (and applicable passwords). These Usernames are to access the electronic catalogue at <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/sat-ths/>

- One Username allows you to view the current catalogue rates for your Area & the Client Procedures Menu.
- The second Username allows you to revise your company information, bilingual status, and change your firm hourly rates, to be updated at the next refresh period. It is recommended that a copy of the revised rates or contacts, be submitted to the Standing Offer Authority.

The Standing Offer Holders assume responsibility for input of data on the site. The e-mail addresses listed by the Standing Offer Holder are the addresses that are sent *.pdf orders generated by the system.

The Standing Offer Holders must notify the Standing Offer Authority to change or delete Usernames;

7.2 Make Changes in Inventory

If during the period of the Standing Offer, the Standing Offer Holder can no longer provide a resource for a specific classification, the Standing Offer Holder must advise the Standing Offer Authority;

7.3 Maintain Testing Processes

The Standing Offer Holder must maintain, as a minimum, the testing processes, procedures and instruments identified in the offer to screen the various skills and aptitudes for the types of classifications offered. All proposed temporary help employees must have qualifications and experience verified.

7.4 Maintain Quality Assurance

The Standing Offer Holder must maintain, as a minimum, the levels of preassignment screening, assessment during assignment and post-assignment assessment identified in the initial offer

7.5 Closure of Government Offices

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

- the Standing Offer Holder has not received any other payment from any other client, including

the government, during the period of the closure; and

- the affected resource(s) has (or have) been or will be paid at the rates such resource(s) is

(or/are) entitled to be paid have the services been provided as required in the Call-Up.

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

8. Unsatisfactory Services:

The following situations constitute a complaint. The Standing Offer Holder:

- i) was unable to provide a resource that meets the classification description for which they had offered;
- ii) did not respond within the time stipulated in the email request;
- iii) would not honour the firm hourly rate as listed in the electronic catalogue;
- iv) inadequately matched the skill set of temporary help employee to classification;
- v) failed to verify the temporary help employee credentials or skills; or

Three (3) separate complaints against the Standing Offer Holder 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.

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EA372-140001

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9. On-Going Opportunity for Qualification

A notice will be posted on the GETS to allow new offerors the opportunity to become qualified and to allow existing Standing Offer Holders to change their rates, or to qualify for geographical Areas and classifications for which they have not previously qualified.

10. Schedule of Cycles for Qualification

Canada will evaluate those offers received in accordance with the schedule below. The schedule may require a revision due to operational requirements, in which case offerors will be advised.

Semi Annual Evaluation Periods:

FIRM STANDING OFFER PERIOD (YEAR 1)

SOLICITATION CLOSING DATE	May 13, 2014 2:00 p.m. Local	November 10, 2014 2:00 p.m. Local
STANDING OFFER PERIODS	From June 1, 2014 to expiry	From December 1, 2014 to expiry

OPTIONAL STANDING OFFER PERIOD (YEAR 2)

SOLICITATION CLOSING DATE

May 8, 2015
2:00 p.m. Local

November 9, 2015

2:00 p.m. Local

STANDING OFFER PERIODS

From June 1, 2015 to expiry

From December 1, 2015 to expiry

OPTIONAL STANDING OFFER PERIOD (YEAR 3)

SOLICITATION CLOSING DATE

May 10, 2016
2:00 p.m. Local

November 10, 2016

2:00 p.m. Local

STANDING OFFER PERIODS

From June 1, 2016 to expiry

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From December 1, 2016 to expiry

ANNEX "B"**BASIS OF PAYMENT**

Payment will be determined by the actual hours worked and the firm hourly rate specified in the Call-up document.

1.1 Firm Hourly Rate:

Only one firm hourly rate is to be provided per classification. The prices must be an all inclusive firm hourly rate in Canadian funds including salary, overhead, profit, benefits, annual leave, sick leave, for the provision of a temporary help unilingual English speaking resource. The firm hourly rates listed in the electronic catalogue form part of this Annex B - Basis of Payment.

1.2 Call-ups beyond six months:

The rate identified in the call-up, will apply for the entire period, including any amendments extending the period of the call-up.

1.3 Travel and Living Expenses:

All travel and living expenses 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.

However, should the temporary help employee be required to travel beyond the parameters stated above, the following will apply:

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices *B, C and D of the National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

1.4 Premium for Bilingual Services:

In those circumstances when the services of bilingual personnel are specifically requested by the Identified User, the Offeror will add a premium of \$0.55 per hour on the firm hourly rate applicable to the classification requested. Should the Offeror not specify a bilingual staff member, it will be presumed the services will be unilingual English only.

1.5 Overtime

The overtime multiplier should 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 firm hourly rates. The overtime multiplier is that quoted number which when multiplied by the firm hourly rate for any classification 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 by the firm hourly rate for the classification provided. The overtime multiplier must not include any element of overhead and profit, but confined solely to the increase in wages and employer contributions.

Example:

Firm hourly rate: \$20.00/hour

Rate exclusive of overhead, profit, benefit, etc.: \$15.00/hour

Although employee gets 1.5x their rate for overtime the overtime multiplier would be 1.125 not 1.5. 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.

1.6 Statutory Holidays/Annual Leave/Sick Leave:

Statutory holiday pay is the sole responsibility of the Offeror.

Federal government offices are generally closed on: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labor Day, Thanksgiving Day, Remembrance Day, Christmas, and Boxing Day. Canada will not accept any charges for statutory holidays or annual leave or sick leave incurred by the Offeror as a consequence of satisfying the terms of the resulting Call-up.

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 category 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 a Standing Offer Holder to find up to three (3) of the best qualified employees available to meet the requirements. In these categories, Standing Offer Holders will provide résumés or work samples of the proposed personnel and the Project 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.

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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

Please see attached.

ANNEX "D"**INSURANCE REQUIREMENTS****Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

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- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

For offerors that provide Temporary Help Services for the Telecommunications and Engineering Services Category, must also meet the following insurance requirement:

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xaq031

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

EA372-140001

File No. - N° du dossier

XAQ-3-36211

CCC No./N° CCC - FMS No/ N° VME

Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Solicitation No. - N° de l'invitation

EA372-140001/B

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

EA372-140001

Amd. No. - N° de la modif.

File No. - N° du dossier

XAQ-3-36211

Buyer ID - Id de l'acheteur

xaq031

CCC No./N° CCC - FMS No/ N° VME

ANNEX "E"

STANDING OFFER REPORTING

Reports must be submitted to the Standing Offer Authority at _____@pwgsc-tpsgc.gc.ca on a quarterly basis, no later than 30 calendar days after the reporting period.

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

The reports must include following information:

Total Value to Date (\$)	Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)