

**Request for Standing Offer  
(RFSO)**

**A1. Health Canada Bid Receiving Unit  
Federal Records Centre Building**

161 Goldenrod Driveway, Tunney's Pasture  
Loading dock of building #18,  
Ottawa, ON K1A 0K9 CANADA  
Business hours: 7h30 to 16h30

Attention: Brian Spero  
Telephone: (613) 608-7081  
Solicitation #: 1000183693

**Request for Standing Offer  
(RFSO)**

for

Performance of the Work described in  
Annex A, Statement of Work.

**A2. RFSO AUTHORITY**

The Authority for this RFSO is:

Brian Spero  
Senior Contracting and Procurement  
Officer  
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Ottawa, Ontario K1A 0K9

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**THIS RFSO CONTAINS A  
SECURITY REQUIREMENT.**

<b>A3. TITLE</b> Relocation Services in the National Capital Region (NCR)	
<b>A4. SOLICITATION NUMBER</b> 1000183693	<b>DATE:</b> February 14, 2017
<b>A6. TABLE OF CONTENTS</b> The RFSO is divided into seven (7) parts as follows:  <ol style="list-style-type: none"><li>1. Part 1 – General Information</li><li>2. Part 2 – Offeror Instructions</li><li>3. Part 3 – Offeror Preparation Instructions</li><li>4. Part 4 – Evaluation Procedures and Basis of Selection</li><li>5. Part 5 – Certifications and Additional Information</li><li>6. Part 6 – Security, Financial and Insurance Requirements</li><li>7. Part 7 – Standing Offer and Resulting Contract Clauses</li><li>8. Annexes Annex A – Statement of Work Annex B – Basis of Payment Annex C – Security Requirements Checklist Annex D – Insurance Requirements</li></ol>	
<b>A7. BID DELIVERY</b> Bids must be received by no later than March 28, 2017 at 14:00 (2 P.M.) on Eastern Standard Time) at the bid receiving address indicated in A1. Bids received after the closing date and time (referred to as the “Closing Date”) will be considered non-responsive, and will be returned to the Bidder unopened.  Bids sent by fax or email will not be accepted. All bids must be date and time stamped at the Bid Receiving Unit. Bidders should ensure that their name, address, the Closing Date, and the solicitation number is clearly marked on their envelopes or parcels.  Bids and all supporting information may be submitted in either English or French.	
<b>A9. BID VALIDITY</b> Bids will remain valid for a period of one hundred and twenty (120) calendar days following the Closing Date.	

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## **PART 1 - GENERAL INFORMATION**

### **1.1 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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, The Security Requirement Checklist, The Electronic Payment Instruments, The Insurance Requirements and any other annexes.

### **1.2 Summary**

- 1.2.1    Health Canada (HC) and Public Health Agency of Canada (PHAC) require relocation, installation and related services in order to empty space occupied by various furniture, equipment and supplies and incorporate Workplace 2.0 on an "as and when requested basis" into various (HC / PHAC) facilities located in the National Capital Region. The period of the Standing Offer(s) will be for a one (1) year period with three (3) one year options.
- 1.2.2    The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

### **1.3 Security Requirements**

There are security requirements 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. For more information on personnel and organization security screening or

security clauses, Offerors should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

#### **1.4 Revision of Departmental Name**

As this request for Standing Offer is issued by Health Canada (HC) and Public Health Agency of Canada (PHAC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, shall be interpreted as a reference to HC/PHAC or its Minister.

#### **1.5 Debriefings**

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**

### **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.

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 2008 (2016-04-04) 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 2008 (2016-04-04), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

#### **2.1.1 SACC Manual Clauses**

#### **2.1.2 Firm Price and/or Rates**

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

#### **2.1.3 Basis of Selection - Minimum Point Rating**

1. To be declared responsive, an offer must:
  - a. comply with all the requirements of the Request for Standing Offers (RFSO); and
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of 60 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points
2. Offers not meeting (a) or (b) or (c) above will be declared non-responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

### **2.2 Submission of Offers**

Offers must be submitted only to the Bid Receiving Unit identified on page 1 of this Request for Standing Offers by the date, time and place indicated on page 1 of the Request for Standing Offers.

**Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to HC/PHAC will not be accepted.**

The following information shall be written on the bid envelope:

- a. Bid number
- b. Name of the Contracting and Procurement Regional Officer
- c. Closing Date

## 2.3 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

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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.

#### **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) 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 question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

#### **2.5 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 the Province of Ontario.

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



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## **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 (4 hard copies).

Section II: Financial Offer (2 hard copies).

Section III: Certifications (4 hard copies)

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) (<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 Basis of Payment detailed in Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "1" to part 3 Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1" to part 3 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

### 3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

### Section III: Certifications

Offerors must submit the certifications and additional information 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

##### 4.1.1.1 Mandatory Technical Criteria

The Mandatory Requirements listed below will be evaluated on a simple pass/fail (i.e. compliant/non-compliant) basis. Proposals which fail to meet the Mandatory Requirements will be deemed non-compliant and given no further consideration.

Proposals **must** demonstrate compliance with all of the following Mandatory Requirements and **must** provide the necessary documentation to support compliance.

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
M1	<p><b>Mandatory Site Visit</b></p> <p>Bidders, or their authorized representative(s) must attend a site visit scheduled on <b>March 1st, 2017 at 09:00 A.M. (Eastern Standard Time)</b>, at the OHU Building #17 located at 51 Chardon Driveway, Tunney's Pasture Ottawa, Ontario K1A 0K9. At least (2) working days prior to the scheduled site visit, bidders are asked to notify in writing the Health Canada, Senior Procurement Officer (by email to: <a href="mailto:brian.spero@hc-sc.gc.ca">brian.spero@hc-sc.gc.ca</a> to confirm their attendance and to provide the name of their representative(s).</p>		

	<p>The site visit for this project is <b>MANDATORY</b>. The representative of the bidder will be required to sign the Site Visit Attendance Sheet at the site visit.  <b><u>Bids submitted by Bidders who have not signed the attendance sheet will not be accepted.</u></b></p>		
<p><b>M2</b></p>	<p><b>FIRM - EXPERIENCE</b></p> <p>The Bidder must demonstrate that their firm has completed a minimum of three (3) projects for moving office equipment and furniture within the last five (5) years (from the bid closing date).</p> <p>Each listed project must involve the relocation of a minimum of 100 employees in an office relocation and must include all of the following:</p> <ol style="list-style-type: none"> <li>1) The relocation of office furniture and components.</li> <li>2) The relocation of office suites and office furniture systems.</li> <li>3) The relocation of other office furniture including but not limited to filing cabinets, bookcases, shelving, computers, printers, fridges, fax machines and other related office equipment.</li> </ol> <p>For the projects listed as experience, the following information must be identified:</p> <ol style="list-style-type: none"> <li>a) The name of the client Organization , Department, Agency, Company, Crown Corporation and Public sector (Federal, Provincial and Municipal)(to whom the services were provided);</li> <li>b) The name, title, telephone number and e-mail address of the Project Authority (Note that the Project Authority must be a representative of the client organization;</li> <li>c) A brief description of the type and scope of services provided;</li> <li>d) The dates and duration of the project (indicating the years/months of engagement (the start and end dates of the work).</li> </ol>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
<p><b>M3</b></p>	<p><b>FIRM - EXPERIENCE</b></p> <p>The Bidder must demonstrate that their firm has completed a minimum of two (2) shelving projects of a file/records room or library room with a minimum size of 600 square feet.</p> <p>Each listed project must have been completed within the last five (5) years (from bid closing date) and include all of the following:</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	

	<p>Sequential (i.e. following in order) packing, labelling, moving of records; disassembly, packing, relocation, unpacking and reassembly of storage shelving units or shelving systems; unpacking of records.</p> <p>For the projects listed as experience, the following information must be identified:</p> <p>a) The name of the client Organization , Department, Agency, Company, Crown Corporation and Public sector (Federal, Provincial and Municipal )(to whom the services were provided);</p> <p>b) The name, title, telephone number and e-mail address of the Project Authority (Note that the Project Authority must be a representative of the client organization;</p> <p>c) A brief description of the type and scope of services;</p> <p>d) The dates and duration of the project (indicating the years/months of engagement (the start and end dates of the work).</p>		
<p><b>M4</b></p>	<p><b>RESOURCE EXPERIENCE - CREW SUPERVISOR</b>  <b>Two (2) Resources required</b></p> <p>The Bidder must demonstrate that the proposed resources have a minimum of two (2) years' experience and have completed a minimum of two (2) projects for each of the following in the past two (2) years:</p> <ol style="list-style-type: none"> <li>1) Dismantling, packing, relocation and assembly of library shelving/file/ records storage shelving systems (minimum size 600 square feet).</li> <li>2) Dismantling, relocating, reconfiguring and installing workstation systems.</li> <li>3) Ergonomic adjustments to furniture.</li> <li>4) Relocation services for office equipment, office furniture, furniture systems and other equipment.</li> </ol> <p>For items 2,3 and 4 each listed project must involve the relocation of a minimum of 100 employees in an office relocation.</p> <p>For the projects listed as experience, the following information must be identified on the proposed resources' résumés:</p> <p>a) The name of the client Organization , Department, Agency, Company, Crown Corporation and Public sector (Federal, Provincial and Municipal) (to whom the</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	

	<p>services were provided);</p> <p>b) The name, title, telephone number and e-mail address of the Project Authority (Note that the Project Authority must be a representative of the client organization;</p> <p>c) A brief description of the type and scope of services that meets the identified criteria provided by the resource;</p> <p>d) The dates and duration of the project (Indicating the years/months of engagement and the start and end dates of the work).</p> <p>*If applicable the projects submitted can be combined or separated.</p>		
M5	<p><b>RESOURCE EXPERIENCE - INSTALLERS</b>  <b>Six (6) Resources required</b></p> <p>The Bidder must demonstrate that the proposed resources have experience completing a minimum of three (3) projects for the following work in the past two years.</p> <p>Dismantling, reconfiguration and installing workstation systems furniture such as but not limited to Teknion, Haworth, Global, Steelcase and Herman Miller and performing ergonomic assessment adjustments.</p> <p>For the project listed as experience, the following information must be identified on the proposed resource's résumé:</p> <p>a) The name of the client Organization , Department, Agency, Company, Crown Corporation and Public sector (Federal, Provincial and Municipal) (to whom the services were provided);</p> <p>b) The name, title, telephone number and e-mail address of the Project Authority (Note that the Project Authority must be a representative of the client organization;</p> <p>c) A brief description of the type and scope of services that meets the identified criteria provided by the resource;</p> <p>d) The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work).</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M6	<p><b>RESOURCE - MOVERS (minimum of thirty (30 Resources)</b></p> <p>The Bidder must demonstrate they can provide a minimum of thirty (30) movers by submitting a complete list of movers listing their names, addresses and photo I.D with their bid.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

#### 4.1.1.2 Point Rated Technical Criteria

The criteria contained herein will be used by HC/PHAC to evaluate each proposal that has met all of the Mandatory Requirements. HC/PHAC's assessment will be based solely on the information contained within the Proposal. HC/PHAC may confirm information or seek clarification from Bidders.

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Each proposed bid must achieve an overall score of sixty (60) % (60/100) against the criteria listed below. Bids that fail to meet the minimum Rated Requirements will be deemed non-compliant and given no further consideration.

Item	Rated Requirements	Max Points Available	Page Reference	Substantiation of Technical Compliance
R1	<p>The Bidder should demonstrate that their firm has experience relocating office equipment and furniture for the relocation of a minimum of 100 resources.</p> <p>Four(4) years less than five (5) years = five(5) points</p> <p>Five(5)years less than six(6) years =Ten(10) points</p> <p>Six(6)years less than seven( 7) years = fifteen(15) points</p> <p>Seven(7)years less than eight(8) years = twenty (20) points</p> <p>Eight(8)years less than nine(9) years = twenty-five (25) points</p> <p>Nine(9)years or more = Thirty(30) points</p> <p>*Years are measured from the bid closing date.</p>	/30		

Item	Rated Requirements	Max Points Available	Page Reference	Substantiation of Technical Compliance
R2	<p>The Bidder should demonstrate that the two (2) Crew Supervisors have experience in all of the following the following:</p> <ol style="list-style-type: none"> <li>1) Dismantling, packing, relocation and assembly of library shelving or file and records storage shelving systems (minimum size six hundred (600) square feet).</li> <li>2) Dismantling, relocating , reconfiguring and installing workstation systems.</li> <li>3) Ergonomic adjustments to furniture.</li> <li>4) Relocation services for office equipment, office furniture, furniture systems and other equipment.</li> </ol> <p>Two (2) years less than three(3) years = five(5) points</p> <p>Three(3) years or more = ten(10) points</p> <p>*Years are measured from the bid closing date.</p>	<p><b>/10</b>  <b>First crew supervisor</b></p> <p><b>/10</b>  <b>Second crew supervisor</b></p>		
R3	<p>The Bidder should demonstrate that their two (2) Crew Supervisors have experience supervising a minimum of eight (8) movers and six (6) installers simultaneously on a minimum of two (2) projects.</p> <p>Two (2) years less than three(3) years = five(5) points</p> <p>Three(3) years or more = ten(10) points</p> <p>*Years are measured from the bid closing date.</p>	<p><b>/10</b>  <b>First crew supervisor</b></p> <p><b>/10</b>  <b>Second crew supervisor</b></p>		

Item	Rated Requirements	Max Points Available	Page Reference	Substantiation of Technical Compliance
R4	<p>The Bidder should demonstrate that their firm has experience in providing the following vehicles on office relocation projects for work performed in the past two (2) years:</p> <p>a) Two (2) cube vans with a minimum Gross Weight Registered (GCWR) 6,800 kg, (5 ton) closed in dry box type,</p> <p>b) Two (2) trucks with a minimum Gross Vehicle Weight Registered (GVWR) 3,000 kg.</p> <p>All of a and b = fifteen(15) Points</p>	/15		
R5	<p>The Bidder should provide a description of their internal quality control procedures for carrying out the required work and demonstrate they have the following:</p> <p>a) Policies and Procedures (three(3) Points)</p> <p>b) Employee Training (three(3) Points)</p> <p>c) Supervision (three(3) Points)</p> <p>d) Equipment Upkeep (three(3) Points)</p> <p>e) Health and Safety Policy or Strategy (three(3) Points)</p>	/15		
<p><b>Total Score (max. one hundred(100) points)</b>  <i>(Minimum overall score: sixty (60) = sixty (60) % )</i></p>		/100		



## 4.1.2 Financial Evaluation

### 4.1.2.1 Evaluation of Price

*SACC Manual* Clause M0220T (2016-01-28) Evaluation of Price.

## 4.2 Basis of Selection

### 4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and price

1. To be declared responsive, an offer must:
  - a. comply with all the requirements of the Request for Standing Offers (RFSO); and
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of 60 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Offers not meeting (a) or (b) or (c) above will be declared non-responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.
3. The selection will be based upon the highest responsive combined rating of technical merit and price. The ratio will be 50% for the technical merit and 50% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained/maximum number of points available multiplied by the ratio of 50%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated and the ratio of 50%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 50/50 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$75,000.00 (75).

<b>Example of 50% Technical Merit/50% Price Determination</b>			
	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Technical Points Achieved by Bidder</b>	88/100	82/100	76/100
<b>Price Quoted by Bidder</b>	\$85,000	\$80,000	\$75,000
<b>CALCULATIONS</b>			
	<b>Technical Points Achieved</b>	<b>Rated Price Points Achieved</b>	<b>Total Points Achieved</b>
<b>Bidder 1</b>	$\frac{*88 \times 50}{100} = 44$	$\frac{**75 \times 50}{85} = 44.12$	88.12
<b>Bidder 2</b>	$\frac{82 \times 50}{100} = 41$	$\frac{**75 \times 50}{80} = 46.88$	87.88
<b>Bidder 3</b>	$\frac{76 \times 50}{100} = 38$	$\frac{**75 \times 50}{75} = 50$	88
*	Represents the highest technical score		
**	Represents the lowest priced proposal		

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

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

### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable, to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ciif/> *politique-policy-eng.html*), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

## 5.2.2 Additional Certifications Precedent to Issuance of a Standing Offer

Criteria	Page #	Yes	No
<b>5.2.3.1.1</b> The Bidder must provide proof e.g. letter/certificate and number demonstrating they are in good standing with WSIB (Workmen's Compensation) and covered for the duration of the Standing Offer.			
<b>5.2.3.1.2</b> The Bidder must provide a copy of a certificate from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a Standing Offer as a result of the RFSO, can be insured in accordance with ANNEX "D" Insurance Requirements under Clauses G1001C, G2001C, G2020C, G2052C, G3001C and G3010C.			
<b>5.2.3.1.3</b> The Bidder ensure that all vehicles used to fulfill the terms of the Standing Offer and resulting contract(s) are properly registered and carry all authorities and licenses required by the appropriate Municipal, Provincial or Federal Regulatory bodies. Proof of operating licenses must be provided upon request.			

## 5.3 Status and Availability of Resources

SACC *Manual* clause M3020T (2016-01-28) Canadian Content Definition

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

### **6.1 Security Requirements**

1. At the Request for Standing Offers closing date, 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 sites must meet the security requirements 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;
2. For additional information on security requirements, Offerors should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### **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 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.

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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

#### 7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Standing Offer.

#### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PSPC FILE #: 1000183693

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 sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites without an escort.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. 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).

#### 7.3 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### 7.3.1 General Conditions

[2005 \(2016-04-04\)](#) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **2005 01 (2016-04-04) Interpretation**

In the Standing Offer, unless the context otherwise requires,

"Call-up"

means an order issued by an Identified User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results

in the creation of a contract between Her Majesty the Queen in right of Canada and the Offeror for the goods, services or both described in the Call-up;  
"Canada", "Crown", "Her Majesty" or "the Government"  
means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that Minister.

"Identified User"  
means a person or entity identified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer;

"Offeror"  
means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Canada under the Standing Offer;

"Standing Offer"  
means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from the [Standard Acquisition Clauses and Conditions Manual](#), these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;

"Standing Offer Authority"  
means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to authorize Identified Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Identified Users.

#### **2005 02 (2006-08-15) General**

The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any goods, services or both listed in the Standing Offer. The Offeror understands and agrees that Canada has the right to procure the goods, services or both specified in the Standing Offer by means of any other contract, standing offer or contracting method.

#### **2005 03 (2007-05-25) Standard Conditions and Clauses**

Pursuant to the [Department of Public Works and Government Services Act](#), S.C. 1996, c.16, the clauses and conditions identified in the Standing Offer by number, date and title are incorporated by reference and form part of the Standing Offer and any contract resulting from the Standing Offer as though expressly set out in the Standing Offer and resulting contract.

#### **2005 04 (2014-09-25) Offer**

1. The Offeror offers to provide and deliver to Canada the goods, services or both described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Identified User may request such goods, services or both, in accordance with the conditions listed at subsection 2 below.
2. The Offeror understands and agrees that:
  - a. a call-up against the Standing Offer will form a contract only for those goods, services, or both, which have been called-up, provided that such Call-up is made in accordance with the provisions of the Standing Offer;
  - b. Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
  - c. Canada may require that the purchase of goods, services or both listed in the Standing Offer be made using an electronic purchasing tool. Canada will provide the Offeror at least three months' notice before imposing such a requirement;
  - d. the Standing Offer cannot be assigned or transferred in whole or in part;

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- e. the Standing Offer may be set aside by Canada at any time.

#### **2005 05 (2006-08-15) Call-ups**

If applicable, Identified Users will use the form specified in the Standing Offer to order goods, services or both. Goods, services or both may also be ordered by other methods such as telephone, facsimile or electronic means. With the exception of call-ups paid for with a Government of Canada acquisition card (credit card), call-ups made by telephone must be confirmed in writing on the document specified in the Standing Offer.

Call-ups against the Standing Offer paid for with the Government of Canada acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

#### **2005 06 (2014-09-25) Withdrawal**

In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Offeror must provide no less than 30 days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. The 30 days' period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Offeror must fulfill any and all call-ups which are made before the expiry of that period.

#### **2005 07 (2006-08-15) Revision**

The period of the Standing Offer may only be extended, or its usage increased, by the Standing Offer Authority *issuing a revision to the Standing Offer in writing.*

#### **2005 08 (2011-05-16) Joint venture**

If the Offeror is a joint venture, the Offeror agrees that all members of the joint venture are jointly and severally or solidarily liable for the performance of any contract resulting from the Standing Offer. If the membership of a joint venture changes, the Standing Offer will be set aside by Canada.

#### **2005 09 (2012-07-16) Disclosure of information**

The Offeror agrees to the disclosure of its standing offer unit prices or rates by Canada, and further agrees that it will have no right to claim against Canada, the Identified User, their employees, agents or servants, in relation to such disclosure.

#### **2005 10 (2011-05-16) Publication of Standing Offer information**

1. The Offeror agrees that Canada may publish certain information related to the Standing Offer or a catalogue. The Offeror agrees to the disclosure of the following information included in the Standing Offer:
  - a. the conditions of the Standing Offer;
  - b. the Offeror's procurement business number, its name, the name, address, telephone number, fax number and e-mail address of its representative;
  - c. the Offeror's profile and its level of security clearance;
  - d. the Offeror's qualified domains of expertise or the categories for which the Offeror has qualified.
2. Canada will not be liable for any errors, inconsistencies or omissions in any published information. If the Offeror identifies any error, inconsistency or omission, the Offeror agrees to notify the Standing Offer Authority immediately.



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### **2005 11 (2016-04-04) Integrity provisions—Standing Offer**

The *Ineligibility and Suspension Policy* (the "Policy") and all related Directives incorporated by reference into the Request for Standing Offers on its closing date are incorporated into, and form a binding part of the Standing Offer and any resulting contracts. The Offeror must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.htm>.

### **2005 12 (2012-07-16) Access to information**

Records created by the Offeror, and under the control of Canada, are subject to the [Access to Information Act](#). The Offeror acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Offeror acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

### **2005 13 (2014-09-25) Default by the Offeror**

1. If the Offeror is in default in carrying out any of its obligations under the Standing Offer, the Standing Offer Authority may, by giving written notice to the Offeror, set aside the standing offer. The set aside will take effect immediately or at the expiration of a cure period specified in the notice, if the Offeror has not cured the default to the satisfaction of the Standing Offer Authority within that cure period.
2. If the Offeror becomes bankrupt or insolvent, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Offeror, or an order is made or a resolution passed for the winding-up of the Offeror, the Standing Offer Authority may, by giving written notice to the Offeror, immediately set aside the standing offer.

### **2005 14 (2016-04-04) Code of Conduct for Procurement—Standing Offer**

The Offeror agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Standing Offer and of any resulting contracts.

#### **7.3.2 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.

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.

#### Financial Reporting

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

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;

- 4th quarter: January 1 to March 31.

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

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from April 1, 2017 to March 31, 2018.

##### **7.4.2 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 three (3) one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

#### **7.5 Authorities**

##### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Amelie Beaulieu  
Health Canada  
Materiel and Asset Management Directorate  
200 Eglantine Driveway, Tunney's Pasture  
Ottawa, Ontario K1A 0K9

Telephone: (613) 954-3792  
E-mail: Amelie.Beaulieu@hc-sc.gc.ca

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

##### **7.5.2 Technical Authority**

The Technical Authority will escort the contractor and provide access to the required buildings and locations.

##### **7.5.3 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.

#### 7.5.4 Offeror's Representative

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

#### 7.6 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.

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,

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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

#### **7.7 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: Health Canada and Public Health Agency of Canada.

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## 7.8 Call-up Procedures

### a. Multiple Standing Offers:

It is intended that up to three (3) Standing Offers will be awarded. The ranking methodology is described below:

#### i. right of first refusal basis:

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

## 7.9 Call-up Instrument

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

## 7.10 Limitation of Call-ups

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

## 7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offers (combined) must not exceed the sum of \$1,750,000.00 unless otherwise authorized in writing by the Standing Offer Authority. The Offerors must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offerors must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offerors considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority

## 7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Work
- e) Annex B, Basis of Payment

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- f) Annex C, Security Requirements Check List  
g) Annex D, Insurance Requirements  
h) 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.*)

## 7.13 Certifications and Additional Information

### 7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### 7.13.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

### 7.13.3 Status of Availability of Resources

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

## 7.14 Applicable Laws

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

## **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.

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2035 (2016-04-04) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### **2010C 01 (2016-04-04) Interpretation**

In the Contract, unless the context otherwise requires:

"Applicable Taxes"

means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Articles of Agreement"

means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions Manual* to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government"

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

"Contract"

means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority"

means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor"

means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price"

means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Cost"

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means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Government Property"

means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party"

means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"

on page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

"Work"

means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

#### **2010C 02 (2008-05-12) Standard Clauses and Conditions**

Pursuant to the [Department of Public Works and Government Services Act](#), S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.

#### **2010C 03 (2008-05-12) Powers of Canada**

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

#### **2010C 04 (2008-05-12) Status of the Contractor**

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

#### **2010C 05 (2008-05-12) Conduct of the Work**

1. The Contractor represents and warrants that:
  - a. it is competent to perform the Work;
  - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
  - a. perform the Work diligently and efficiently;
  - b. except for Government Property, supply everything necessary to perform the Work;



- c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
- d. select and employ a sufficient number of qualified people;
- e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
- f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

#### **2010C 06 (2013-06-27) Subcontracts**

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.

#### **2010C 07 (2008-05-12) Time of the Essence**

It is essential that the Work be performed within or at the time stated in the Contract.

#### **2010C 08 (2014-09-25) Excusable Delay**

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
  - a. is beyond the reasonable control of the Contractor;
  - b. could not reasonably have been foreseen;
  - c. could not reasonably have been prevented by means reasonably available to the Contractor; and
  - d. occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

#### **2010C 09 (2008-05-12) Inspection and Acceptance of the Work**

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

#### **2010C 10 (2013-03-21) Invoice Submission**

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
  - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - c. deduction for holdback, if applicable;
  - d. the extension of the totals, if applicable; and
  - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

#### **2010C 11 (2013-03-21) Taxes**

1. Federal government departments and agencies are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
5. Tax Withholding of 15 Percent – Canada Revenue Agency

Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](#). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

#### **2010C 12 (2014-09-25) Payment Period**

1. Canada's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31<sup>st</sup> day following that date and interest will be paid automatically in accordance with the section 13.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

#### **2010C 13 (2008-12-12) Interest on Overdue Accounts**

1. For the purpose of this section:

"Average Rate"

means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate"

means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"date of payment"

means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes "overdue"

when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

#### **2010C 14 (2014-09-25) Audit**

The amount claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six years after it receives the final payment under the Contract.

#### **2010C 15 (2008-05-12) Compliance with Applicable Laws**

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

#### **2010C 16 (2008-05-12) Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### **2010C 17 (2008-05-12) Government Property**

The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

#### **2010C 18 (2008-05-12) Amendment**

To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

#### **2010C 19 (2008-05-12) Assignment**

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no

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effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.

2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

### **2010C 20 (2008-05-12) Suspension of the Work**

The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

### **2010C 21 (2014-09-25) Default by the Contractor**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

### **2010C 22 (2012-07-16) Termination for Convenience**

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
  - a. on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;

- b. the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
  - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

#### **2010C 23 (2008-05-12) Right of Set-off**

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

#### **2010C 24 (2008-05-12) Conflict of Interest and Values and Ethics Codes for the Public Service**

The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of Interest Act](#), 2006, c. 9, s. 2, the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

#### **2010C 25 (2008-12-12) Contingency Fees**

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#), 1985, c. 44 (4<sup>th</sup> Supplement).

#### **2010C 26 (2012-07-16) International Sanctions**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as

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a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 22.

#### **2010C 27 (2016-04-04) Integrity Provisions—Contract**

The *Ineligibility and Suspension Policy* (the “Policy”) and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of, the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada’s website at [Ineligibility and Suspension Policy](#).

#### **2010C 28 (2010-08-16) Harassment in the Workplace**

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Policy on Harassment Prevention and Resolution](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

#### **2010C 29 (2008-05-12) Entire Agreement**

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

#### **2010C 30 (2012-07-16) Access to Information**

Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

#### **2010C 31 (2016-04-04) Code of Conduct for Procurement—contract**

The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.

### 7.3 Term of the Standing Offer

The period for making call-ups against the Standing Offer is from April 1, 2017 to March 31, 2018 inclusive.

#### 7.3.1 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 three (3) one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

#### 7.3.2 Delivery Date

Delivery must be made within two (2) calendar days from receipt of a call-up against the Standing Offer.

### 7.4 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.

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:

- e. an individual;
- f. an individual who has incorporated;
- g. a partnership made of former public servants; or
- h. 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:

- c. name of former public servant;
- d. 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:

- h. name of former public servant;
- i. conditions of the lump sum payment incentive;
- j. date of termination of employment;
- k. amount of lump sum payment;
- l. rate of pay on which lump sum payment is based;
- m. period of lump sum payment including start date, end date and number of weeks;
- n. 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.

## 7.5 Payment

### 7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price as specified in Annex "B. Customs and duties are included and Applicable Taxes are extra.

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

### **7.5.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Standing Offer must not exceed \$1,750,000.00. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **7.5.3 Method of Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### **7.5.4 Electronic Payment of Invoices – Call-up**

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### **7.6 Invoicing Instructions**

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:

- 
- a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
  - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - c. deduction for holdback, if applicable;
  - d. the extension of the totals, if applicable; and
  - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
  4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.
  5. Each invoice must be supported by:
    1. An electronic copy of the call-up;
    2. Invoices must be distributed as follows:

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

[P2P.East.Invoices-Factures.Est@hc-sc.gc.ca](mailto:P2P.East.Invoices-Factures.Est@hc-sc.gc.ca) OR

Health Canada  
Accounting Operations East Hub  
Jeanne Mance Building  
200 Eglantine Driveway, Tunney's Pasture  
18th Floor, Rm 1855C, Ottawa, ON K1A 0K9

One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

One (1) copy must be forwarded to the Project Authority.

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## ANNEX "A"

### STATEMENT OF WORK

#### 1.0 Title

Relocation Services – Health Canada/Public Health Agency of Canada - National Capital Region (NCR)

#### 1.1 Background

Health Canada(HC) and the Public Health Agency of Canada (PHAC) has approximately 12,000 employees in the National Capital Region spread out over 25 Crown owned and leased buildings. Over the past several years the Corporate Services Branch has had almost daily scheduled and unscheduled moves that could involve from one office to hundreds or more. It is possible that these numbers could increase or decrease based upon operational requirements.

#### 1.2 Objective

HC/PHAC requires relocation, installation and related services in order to empty space occupied by various furniture, equipment and supplies and incorporate Workplace 2.0 on an “as requested basis” into various HC and PHAC facilities located in the National Capital Region. HC/PHAC may award up to three (3) Standing Offers for these services on a right of first refusal basis.

#### 2.0 Scope of Work

2.1 The Contractor shall be responsible to perform the following tasks on an “as requested basis” directly to HC/PHAC buildings listed in this Statement of Work and any other HC or PHAC Buildings in the NCR area:

2.1.1 The dis-mantling, relocating, re-configuration, adjustments, assembly and installation of various workstations such as but not limited to Teknion, Hayworth, Herman Miller, Steelcase, other workstation systems furniture, shelving, racking and other related office equipment.

2.1.2 Systems office furniture/workstations are to be reconfigured - dismantled and assembled according to the Real Property Division and PWGSC WP 2.0 \*specifications or as specified in call-ups.

\*refer to link: [http://www.gcpcedia.gc.ca/wiki/Fit-up\\_Standards](http://www.gcpcedia.gc.ca/wiki/Fit-up_Standards)

2.1.3 Minor repairs to furniture such as replacement of broken parts with new parts and accessories to chairs, tables, desks, overhead bins, file cabinets, shelving, racking, pedestals, storage cabinets and hardware replacement in various furniture, installing keyboard trays, monitor arms, dual monitors arms, sit stands, other furniture parts and accessories, making adjustments for clients and performing ergonomic adjustments of workstations, office suites and lock replacement in file cabinets, as required.

2.1.4 Relocation services will include but not be limited to relocation and/or transportation by hand, dollies or by truck of office equipment, fax machines, printers, copiers, kitchen equipment and appliances, fridges, microwaves, telephones, various office furniture including tables, chairs, desks, various workstation systems, office suites, office supplies, files, bookcases, pedestals, furnishings, shelving, mobile shelving, file cabinets, storage cabinets, computers, computer hardware and peripherals, packed boxes, pictures, frames, mounted frames, packing bins, packing, shrink wrapping, crating, loading, disassembling, transporting, unloading, unpacking, uncrating, assembling furniture and related equipment as required and cleaning up at the end of each move.

- 
- The Contractor will do a post site visit the next business day after installation to ensure that all services described herein have been completed and to rectify any deficiencies.
- 2.1.5 When requested by the client in each call-up, the Contractor will prepare a furniture and effects list, and identify any items found to be damaged or scratched prior to the move. The damage is to be verified by the Project Authority, prior to the item being moved.
- 2.1.6 In the event of any damage or loss resulting during a move, the Contractor will repair or replace client furnishings, furniture, computer equipment, real property and/or any equipment (including floor and wall finishes), within two (2) weeks notification by HC/PHAC of such damage or loss. If work is found to be unsatisfactory, it must be corrected within 24 hours' notice by HC/PHAC, at no additional cost to HC/PHAC.
- 2.1.7 The Contractor is responsible for delivering all products in a "clean ready to be installed" and/or" utilized" state.
- 2.1.8 At the time of the requested move the Contractor is responsible to be familiarized with the locations in which this work is likely to occur, in order to assess the docking, loading and unloading facilities, and to become familiar with the various freight handling systems.
- 2.1.9 All work performed under the terms and conditions of any resulting call-up will be subject to inspection and acceptance by the Project Authority.
- 2.1.10 HC/PHAC will not be responsible for any loss or damage to the Contractor's equipment and/or tools left on site.

## **2.2 Contractor's Responsibilities**

- 2.2.1 The Contractor must provide transportation to and from the work sites, for the Contractor's personnel, their tools, equipment and all related materials and supplies required for the performance of the work, under any resulting call-up at no additional cost.
- 2.2.2 Each move, regardless of how big or small, requires a crew supervisor.
- 2.2.3 Personnel assigned to this work must be fully experienced movers, packers and installers and possess the knowledge and expertise related to the sequential library or registry packing, assembly and dismantling of storage and system units and the installation of powered screens or integrated workstations, including but not limited to: Haworth, Teknion, Herman Millar, Steelcase and other workstation systems.
- 2.2.4 Personnel assigned to this work will read, and understand, office furniture screen plans and floor plans and also various furniture layouts. Personnel must wear protective footwear and clothing, and must use appropriate protective equipment, materials and devices as required in accordance with the Labour Code & Regulations.
- 2.2.5 Personnel must have client orientation and interpersonal skills. They must be able to work well with others, dress properly for work and possess good communication skills and be reliable. Since the work to be performed is considered a front line function, all persons performing the tasks must wear clothes appropriate for the environment as well as have personal suitability.
- 2.2.6 Personnel must be neat in appearance, follow proper dress code (casual clean, safety steel toe work boots having green tag label must be worn at all times during work hours) as required, and in accordance with the *Canada Occupational Safety and Health Regulations*. All personnel must display the company's name or logo on the outer garment for identification & security purposes and each crew will carry one cellular phone at all times for immediate responses to Project Authority.

2.2.7 The Project Authority reserves the right to refuse services from specific individual(s) based on, but not limited to performance or behavior. Notification will be given in writing to the Contractor specifying the individual(s) name(s).

The Contractor will provide the same individuals, when requested, if possible, for continuity and security purposes.

2.2.8 The Crew Supervisor(s)

- a) will work in English and/or French;
- b) will carry a cellular phone at all times;
- c) will manage and coordinate the sequence of a move; supervise/direct its personnel and all other resources; be responsible for their on-site conduct and have the authority to request extra movers if requested by the Project Authority.

2.2.9 Required Resources - Replacement of Specific Individuals

The Contractor will provide qualified crew supervisors, movers, installers, and drivers to complete all aspects of this move. At least one Crew Supervisor must be present to oversee the work.

i) If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

ii) If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to HC/PHAC. The Contractor must, within a 24 hour period, give notice to the Contracting Authority of the reason for replacing the individual and provide:

(a) the name, qualifications and experience of the proposed replacement; and

(b) proof that the proposed replacement has the required security clearance granted by Public Works and Government Services Canada, if applicable.

iii) The Contractor must not, in any event, allow performance of the work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection ii). The fact that the Contracting Authority does not order that a replacement stop performing the work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

If at any time during the contract, resources proposed by the contractor are unable to provide services, the Contractor is to provide replacement personnel who are of similar ability and experience.

2.2.10 Quantity of Required Resources

The total number of resources may vary per resource category (crew supervisors, installers, mover and drivers) for each call-up. HC/PHAC reserves the right to request the required number of resources based upon operational requirements. Quantities will vary dependent upon the scope of work for each requirement.

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## 2.3 Equipment/Tools

The Contractor is required to provide all the resources, tools, lifting equipment, any other equipment needed and supplies, necessary to perform all tasks properly, efficiently and safely, at no additional cost to HC/PHAC.

The following is an example of what is required. Additional tools may be needed depending upon the requirement:

- 4 wheel padded dollies;
- screen carts;
- electronic/computer carts;
- floor protection sheets (i.e. aspenite or equivalent);
- corner protectors;
- blankets/furniture pads
- labels

The Contractor shall provide the following supplies on an as requested basis. These costs are to be borne by HC/PHAC:

- rolls of shrink wrap;
- plastic moving bins with lids
- bubble wrap
- rolls of packaging tape
- disposable cardboard boxes
- double backed tape

Each crew will have ready for usage, the necessary tool kits, consisting of the following, but not limited to at no additional cost:

- Robertson screwdrivers, sizes #6 and #8
- Philips screwdrivers, sizes #5 and #8
- Two sizes of standard (flat head) screwdrivers, sizes #6 and #8
- Long needle-nose pliers
- Vice grips
- Side cutters
- Metric and Imperial wrenches (complete sets)
- Rubber and ball-peen hammers
- Cordless drills (with #6 and #8 Robertson screwdriver bits and Philips bits) with extra recharged batteries
- Metric and Imperial Allen keys (complete sets)
- 100-foot measuring tape

## 2.4 Truck Equipment

Wooden moving dollies, two-wheeled hand trucks with tether straps two (2) per truck, protective equipment (cardboard, floor padding, padded covers and/or tarpaulins ) for access ramp, floors, walls, doors and frames, elevators, traffic cones for use during loading and unloading.

All equipment and material required to perform relocation services must be provided at the Contractor's expense and must be retrieved once the services have been rendered.

HC/PHAC will not be responsible for any loss or damage to the Contractor's equipment and/or tools left on site.

## 2.5 Vehicles

The Contractor is required to provide up to two (2) cube vans with a minimum Gross Weight Registered (GCWR) 6,800 kg, (5 ton dry box) closed in box type, two (2) trucks with a minimum Gross Vehicle Weight Registered (GVWR) 3,000 kg, up to two (2) tractor trailers (if required), closed-in box type; at least one (1) of the trucks is required to have hydraulic tail gate (if required) with sufficient clean furniture pads in each truck and a wallboard, as required. The Contractor must ensure that they have readily available, back-up vehicles in case of breakdown at no additional cost to HC/PHAC.

The Contractor is required to be able to provide additional vehicles, upon request, including smaller delivery type vehicles, vans or specific purpose vehicles to move heavy or awkward loads, on an as required basis.

The Contractor is required to have readily available back-up vehicles in case of breakdown at no additional cost to HC/PHAC.

The Contractor is required to ensure that all vehicles are clean and in good working order.

## 2.6 Site Regulations

The Contractor undertakes and agrees to comply with all regulations in force on the sites where the work is to be performed.

## 2.7 Registration - Authorities – Licenses

2.7.1 The Contractor must obtain and maintain all permits, licenses and certificates required for the work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license, or certificate to HC/PHAC.

2.7.2 The Contractor is required to be able to provide additional vehicles, upon request, including smaller delivery type vehicles or specific purpose vehicles to move heavy or awkward loads, with hydraulic tail gates, on an as-required basis.

2.7.3 The Contractor is required to ensure that all vehicles are clean and in good working order.

Limitations and Constraints. The Contractor must have and maintain all permits, licences and certificates required for all vehicles and drivers under any applicable federal, provincial or municipal legislation.

## 2.8 Hours of Work

All work shall be provided strictly in accordance with the hours of work condition specified herein, and the time frames specified on each individual call-up. The work schedule may be subject to change, in the event of unforeseen circumstances and as authorized by the Project Authority.

The work will be performed between 7:00 A.M. and 5:00 P.M. during regular working hours Monday to Friday and between 5:00 P.M. and 7:00 A.M. during off business hours and between 7:00 A.M. and 5:00 P.M. and between 5:00 P.M. and 7:00 A.M. during off business hours on weekends and civic holidays if required as directed by the Project Authority.

The Contractor will be required to respect all environmental sensitivity postings and guidelines in HC/PHAC occupied space.



## **2.9 Time Lines**

The Contractor will respond to call-ups within a 24 hour period.

The Contractor will respond to enquiries within four (4) hours.

## **2.10 Method and Source of Acceptance**

The HC/PHAC Project Authority will be on site to verify that the work has been completed to our satisfaction.

## **2.11 Reporting Requirements**

The Contractor will report any concerns within a 24 hour period to the Project Authority.

## **2.12 Change Management Procedures**

The Project Authority is the representative of the department or agency for whom the work is being carried out under the Contract and is responsible for all matters concerning the content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of work or any additional work outside the scope of work can only be done with the prior approval of the Project Authority and can only be made through a contract amendment issued by the Contracting Authority.

All amendments to the Scope of Work will be handled by the HC/PHAC Contracting Authority (if applicable).

## **2.13 Health Canada and Public Health Agency of Canada Obligations**

HC/PHAC will provide access to all spaces involved in the various phases of the buildings in order that the Contractor may complete the relocation of all identified items. HC/PHAC will arrange the booking of the appropriate freight elevators of each building for the time of the scheduled moves. The Technical Authority will escort the contractor and provide access to the required buildings and locations.

## **2.14 Language of Work**

The Contractor's resources must be able to speak in English and/or French. The Crew Supervisors must be bilingual.

## **2.15 Locations of Work**

The following is a list of HC/PHAC building sites in the National Capital Area (NCR) where the services are to be provided, note that buildings may be added or removed from this list based upon operational requirements:

Brooke Claxton Building  
Building 9  
70 Columbine Driveway, Tunney's Pasture  
Ottawa, Ontario K1A 0K9

Butler Hut  
Building 11  
150 Chardon Driveway  
Tunney's Pasture  
Ottawa, Ontario K1A 0K9

Environmental Health Building  
Building 8  
50 Colombine Driveway  
Tunney's Pasture  
Ottawa, Ontario K1A 0K9

Jeanne Mance Building  
Building 19  
200 Eglantine Driveway  
Tunney's Pasture  
Ottawa, Ontario K1A 0K9

Laboratory Centre for Disease Control  
Building 6  
100 Eglantine Driveway  
Tunney's Pasture  
Ottawa, Ontario K1A 0K9

Occupational Health Unit Building  
Building 17  
51 Chardon Driveway  
Tunney's Pasture  
Ottawa, Ontario K1A 0K9

Personnel Records Centre  
Building 18  
161 Goldenrod Driveway  
Tunney's Pasture  
Ottawa, Ontario K1A 0K9

Sir Frederick Banting Research Centre  
Building 22  
251 Sir Frederick Banting Driveway  
Tunney's Pasture  
Ottawa, Ontario K1A 0K9

Finance Building  
101 Tunney's Pasture Driveway  
Ottawa, Ontario K1A 0K9

Sir Charles Tupper Building  
2720 Riverside Drive

Ottawa, Ontario K1A 0M2

Main Statistics Canada Building  
Building #3  
150 Tunney's Pasture Drive  
Tunney's Pasture  
Ottawa, Ontario K1A 0K9

Mulligan Building  
1800 Walkley Road  
Ottawa, Ontario  
K1H 8K3

Radiation Protection Building  
775 Brookfield Road  
Ottawa, Ontario  
K1A 0K9

100 Colonnade Road  
Ottawa, Ontario  
K1A 0K9

120 Colonnade Road  
Ottawa, Ontario  
K1A 0K9

130 Colonnade Road  
Ottawa, Ontario  
K1A 0K9

Holland Cross Complex  
1600 Scott Street  
Ottawa, Ontario  
K1A 0K9

Vanguard Building  
171 Slater Street  
Ottawa, Ontario  
K1P 5H7

340 Legget Drive  
Kanata, Ontario  
K2K 1Y6

785 Carling Avenue  
Ottawa, Ontario  
K1A 0K9

Graham Spry Building  
250 Lanark Avenue  
Ottawa, Ontario  
K1Z 6R5

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1000183693  
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1000183693

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
**Brian Spero**  
CCC No./N° CCC - FMS No./N° VME

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269 Laurier Avenue West  
Ottawa, Ontario  
K1Z 7E8

Warehouse Location  
1275 Leeds Avenue  
Ottawa, Ontario  
K1B 3W2

Warehouse Location  
2655 Lancaster Road  
Ottawa, Ontario  
K1B 4L5

**ANNEX "B"**

**BASIS OF PAYMENT**

**1.1 Pricing Schedule**

**1.1.1 Relocation Services**

The Bidder must provide firm, all inclusive pricing as indicated below.

**MANDATORY PRICING SHEET**

**Bidders must not submit expenses which fall under the normal cost of doing business.**

Services Description	Firm Fixed Hourly Rates/Cost Per Each	*Estimated Quantity	Unit of Issue	Total
<b>A- Labour Category</b>				
1. Crew Supervisor *	\$	50	Hours	\$
2. General Mover*	\$	400	Hours	\$
1. Workstation/ Shelving Installer*	\$	300	Hours	\$
2. Driver and Truck Vehicle Weight Registered (GVWR) 3,000 kg*	\$	500	Hours	\$
3. Driver and Truck (cube van with a minimum Gross Weight Registered (GCWR) 6,800 kg, (5 ton) closed in dry box type, *	\$	150	Hours	\$
4. Driver and Tractor Trailer closed-in box type; (at least one (1) of the trucks is required to have hydraulic tail gate) *	\$	100	Hours	\$

B- Packing Materials and Supplies				
1. Plastic Bins, (minimum size 27" L X 18" W X 12" D) with lids, (includes pick-up and delivery)	\$	500	Daily/Each	\$
2. Plastic Bins, (minimum size 27" L X 18" W X 12" D) without lids, (includes pick-up and delivery)	\$	500	Daily/Each	\$
3. 2.2 Cubic Foot cardboard boxes	\$	150	Each	\$
4 . Rolls of packing tape – (3 inch core X 1-7/8" wide packing, 3 mm roll)	\$	12	Rolls	\$
5. Shrink Wrap (20 inches X 1000 Feet)	\$	2	Rolls	\$
6. Bubble Wrap (24 inches X 1000 Feet, with 3/16" bubble)	\$	2	Rolls	\$
7. Double Sided Tape (3 inch core)	\$	2	Rolls	\$
8. Labels (500 per roll)	\$	3	Rolls	\$
9. Plastic Cable Ties (11" L X .28"W) 50 lb. tensile strength	\$	1	Pkg. of 1000	\$
			<b>Total</b>	<b>\$</b>
			HST	
			<b>GRAND TOTAL LUMP SUM PRICE</b>	

**The Bidder is to Complete Rate, Totals, Grand Total & HST**

**"TOTAL" Column is calculated by "Quantity" x "Hours" x "Rate" x "Number of Days"**

**The Mandatory Pricing Sheet must completed by the Bidder or the Bid will be rejected.**

**\*INCLUDING ALL HANDING EQUIPMENT, TOOLS, EQUIPMENT (DOLLY, CARTS, SCREWDRIVERS , NOT LIMITED TO)**

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File No. - N° du dossier

Buyer ID - Id de l'acheteur

Brian Spero

CCC No./N° CCC - FMS No./N° VME

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**\*\*Note the estimated quantity in the Mandatory Pricing Sheet is used for evaluation purposes only.**

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## ANNEX "C"

### SECURITY REQUIREMENTS CHECK LIST

#### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PSPC FILE #: 1000183693

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 sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites without an escort.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. 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).



 Government of Canada / Gouvernement du Canada	<b>RECEIVED</b> SEP 12 2016	Contract Number / Numéro du contrat 1000183693
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**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	Health Canada	2. Branch or Directorate / Direction générale ou Direction RPSD / CSB
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 SRCL raised to issue up to three (3) Regional Individual Standing Offers (SOAs) for Relocation Services for HC/PHAC in the NCR.		
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 <input type="checkbox"/> Yes Non <input type="checkbox"/> 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 <input type="checkbox"/> Yes Non <input type="checkbox"/> 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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non <input type="checkbox"/> 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 type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non <input type="checkbox"/> 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 <input type="checkbox"/> Yes Non <input type="checkbox"/> 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 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 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 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 <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	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"/>



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**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 / Non  Yes / 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 / Non  Yes / 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 COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET-- SIGINT TRÈS SECRET -- SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
 Commentaires spéciaux : Until the security screening of the Offeror personnel has been completed, the Offeror personnel may not have access to Protected information or assets, and may not enter sites where such information or assets are kept, without an escort.

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 / Non  Yes / Oui  
 If Yes, will unscreened personnel be escorted?  
 Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / 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 / Non  Yes / 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 / Non  Yes / 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 / Non  Yes / 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 / Non  Yes / 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 / Non  Yes / Oui



Contract Number / Numéro du contrat 1000183693
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 PROTÉGÉE			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉE			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
							NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL	A		B	C					
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

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



Contract Number / Numéro du contrat 1000183693
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) Mallais, Eric	Title - Titre Manager, NCRPD	Signature 	
Telephone No. - N° de téléphone 613-218-2609	Facsimile No. - N° de télécopieur 613-954-9393	E-mail address - Adresse courriel Eric.Mallais@hc-sc.gc.ca	Date 12. 9. 2016
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Blair, Curtis	Title - Titre Sr. Security Officer	Signature 	
Telephone No. - N° de téléphone 613-946-7752	Facsimile No. - N° de télécopieur 613-941-2398	E-mail address - Adresse courriel curtis.blair@hc-sc.gc.ca	Date 2016-09-12
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?			<input checked="" type="checkbox"/> No / <input type="checkbox"/> Yes Non / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) SPERO, Brian	Title - Titre Senior Procurement Officer	Signature 	
Telephone No. - N° de téléphone 613-608-7081	Facsimile No. - N° de télécopieur 613-954-9393	E-mail address - Adresse courriel brian.spero@hc-sc.gc.ca	Date Sept 12, 2016
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées) Maria Mendoza	Title - Titre Contract Security Officer, Contract Security Division	Signature 	
Telephone 613-948-1618	Facsimile No. - N° de télécopieur 613-954-4171	E-mail address - Adresse courriel Maria.Mendoza@tpsgc-pwsc.gc.ca	Date Sept. 13, 2019

## ANNEX "1" TO PART 3 OF THE REQUEST FOR STANDING OFFERS

### ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

## ANNEX "D"

### INSURANCE REQUIREMENTS

#### G1001C (2013-11-06) Insurance Requirements

The Contractor must comply with the insurance requirements specified herein. 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.

#### G2001C (2014-06-26) 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.

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- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
  - o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
  - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - r. 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 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.

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### **G2020C (2014-03-01) Automobile Liability Insurance**

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

OPCF/SEF/QEF #6a - Permission to Carry Passengers for Compensation or Hire

- e. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27
- f. OPCF/SEF/NBEF #44 or #44R - Family Protection Endorsement - Private Passenger Vehicles.

### **G2052C (2008-05-12) Warehouseman's Legal Liability Insurance (if applicable)**

1. The Contractor must obtain Warehouseman's Legal Liability Insurance coverage on Government Property, and maintain it in force while under its care, custody or control for storage, in an amount of not less than \$2,000,000.00. The Government's Property must be insured on an Actual Cash Value basis. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to Government Property to ensure that claims are properly made and paid.
2. The following endorsements must be included:
  - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - b. Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
  - c. Loss Payee: Canada as its interest may appear or it may direct.
  - d. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by HC/PHAC and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

### **G3001C (2008-05-12) All Risk Property Insurance**

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$2,000,000. The Government's Property must be insured on actual cash value (depreciated cost) basis. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

1. The All Risks Property insurance policy must include the following:



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- a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.
  - b. Loss Payee: Canada as its interest may appear or as it may direct.

Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by HC/PHAC for any and all loss of or damage to the property however caused

### **G3010C (2008-05-12) All Risk in Transit Insurance**

1. The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$100,000.00 per shipment. Government Property must be insured on actual cash value basis (depreciation cost).

Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

2. The All Risk Property in Transit insurance must include the following:
  - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
  - b. Loss Payee: Canada as its interest appears or as it may direct.
  - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by HC/PHAC for any and all loss of or damage to the property however caused.