

**RETURN BIDS TO:**

## RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**

## Cabot Place, Phase II, 2nd Floor

**Box 4600**

**St. John's, NL**

## A1C 5T2

**Bid Fax: (709) 772-4603**

## Request For a Standing Offer Demande d'offre à commandes

### Regional Master Standing Offer (RMSO)

### Offre à commandes maître régionale (OCMR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

## Comments - Commentaires

**Vendor/Firm Name and Address****Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

PWGSC / TPGSC - Nfld. Region  
Cabot Place, Phase II, 2nd Floor  
Box 4600  
St. John's, NL  
A1C 5T2

<b>Title - Sujet</b> RMSO-Temporary Help Services Atlant	
<b>Solicitation No. - N° de l'invitation</b> EA372-170001/B	<b>Date</b> 2017-10-19
<b>Client Reference No. - N° de référence du client</b> EA372-170001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$XAQ-031-6932
<b>File No. - N° de dossier</b> XAQ-6-39207 (031)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-11-14</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Newfoundland Daylight Saving Time NDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Baird, Janice	<b>Buyer Id - Id de l'acheteur</b> xaq031
<b>Telephone No. - N° de téléphone</b> (709)772-2999 ( )	<b>FAX No. - N° de FAX</b> (709)772-4603
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA THE JOHN CABOT BLDG 10 BARTERS HILL P.O.BOX 4600 ST JOHNS Newfoundland and Labrador A1C5T2 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b>	
<b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	
<b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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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 Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

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

There are 3 geographical Areas within the Atlantic Region, which are listed in this solicitation's Annex "A" Statement of Work under Article 3. Areas. Offerors must submit separate offers for each of the geographical Areas where they wish to provide services.

There are 4 temporary help services categories:

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

These categories are further broken down into classifications viewable at: <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/procedures/services-eng.cfm>

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

- 1.2.2 It is intended to issue multiple Standing Offers to qualified Offerors as the result of this Request for Standing Offer process.

A Standing Offer is not a Contract and does not commit Public Works and Government Services Canada (PWGSC) to procure or contract for any goods, services or both. Any Standing Offer resulting from this Request for Standing Offer constitutes an Offer made by an Offeror for the provision of certain services to Canada at prearranged prices, under set terms and conditions that is open for acceptance by one or more Identified User(s) on behalf of Canada during a specified period of time.

The resulting Standing Offers including Offeror(s)' prices will be accessible to Identified User(s) through an electronic catalogue.

This electronic catalogue will be updated semi-annually (every 6 months) to enable new Offerors the ongoing opportunity to qualify for a Standing Offer, and to enable existing Standing Offer Holders to revise their rates or contacts, or qualify for additional Areas. For the refresh, a Notice of Proposed Procurement (NPP) and a Request for Standing Offer (RFSO) will be posted on the Buy and Sell (<https://buyandsell.gc.ca/>) website 21 days after the closing date of each solicitation.

- 1.2.3 The period for making call-ups against the resulting Standing Offer is from June 1, 2017 to May 31, 2018, with the irrevocable right to extend for 3 additional one year periods.
- 1.2.4 The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).
- 1.2.5 The requirement is limited to Canadian goods and/or services.
- 1.2.6 This procurement includes a Voluntary Set-Aside for Aboriginal Business. For further information on the Set-Aside Program for Aboriginal Business, contact the Aboriginal Procurement and Business Promotion Directorate, Indigenous and Northern Affairs Canada, at 1-800-400-7677 or by e-mail at: [saea-psab@aandc-aadnc.gc.ca](mailto:saea-psab@aandc-aadnc.gc.ca). Call-ups to identified Aboriginal businesses under this Standing offer will be set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4 Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.
- 1.2.7 Effective February 1, 2017, PWGSC requires electronic fingerprinting as part of any new, renewal or upgrade of personnel security screening request. The accredited fingerprint service provider will charge market value for their processing services and fee charged may vary from one provider to the next. Offerors whose resources require a new, renewal or upgrade personnel security clearance are responsible for absorbing all costs associated with these fees. Learn how this will change the personnel security screening process for those required to work on Government of Canada contracts: <http://www.tpsgc-pwgsc.gc.ca/esc-src/personnel/empreintes-obligatoire-mandatory-fingerprints-eng.html>

### 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

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

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

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

The [2006](#) (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days  
Insert: 180 days

### 2.2 Submission of Offers

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

### 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 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 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 Newfoundland and Labrador.

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

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

### **3.1 Offer Preparation Instructions**

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

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

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

Section III: Certifications (1 hard copy)

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

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

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

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

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

#### **Section I: Technical Offer**

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

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

Offerors must submit their financial offer in accordance with the "Annex B, Basis of Payment", and with the spreadsheet for each of their offered Areas available under "Download and complete Financial Offer" at: <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/docs/index-eng.cfm#dt-tq> or provide their rates for each of their existing offered Areas at this website: <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/entrer-login-eng.cfm>. 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 "E" Electronic Payment Instruments, to identify which ones are accepted.

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If Annex "E" 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.

**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**

###### **A. For Existing Standing Offer Holders offering services for additional geographical Areas:**

If an Existing Standing Offer Holder wishes to submit for another geographical Area not previously issued to them, a brand new offer must be submitted in accordance with Article 4.1.1.1 Section B – All Other Offerors, below.”

###### **B. ALL OTHER OFFERORS:**

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

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

Each offer will be evaluated against all of the following criteria. Any offer not meeting one or more of the following criteria, within 2 business days after being notified by PWGSC, will be considered non-responsive and be given no further consideration.

###### **B.1**

- 1) Offerors must provide a statement indicating they have a fully operational, permanent, commercial office in the Province for which they are submitting an offer.
- 2) Offerors must provide a statement indicating the office, in the Province for which they are submitting an offer, will be open Monday to Friday for a minimum of 7.5 hours per day, excluding Statutory Holidays.
- 3) Offerors must provide a statement indicating there are a minimum of 2 full-time employees working in the office of the Province for which they are submitting an offer.
- 4) Offerors must describe the tools or procedures or instruments in place to test for the various skills and aptitudes for the type(s) of temporary help services category(ies) offered, for example: What hard and soft skill tests are administered by the Offeror.

- 5) Offerors must describe their current internal quality control process to evaluate overall service and the performance of the temporary help employees, for example: The assessment of temporary help employee during the assignment and after completion of the assignment.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

###### **A. FOR EXISTING STANDING OFFER HOLDERS:**

###### **A.1 Existing Standing Offer Holders wishing to retain existing Standing Offers:**

Standing Offer Holders who currently hold a Standing Offer issued under solicitation no. XXXXX-17XXXX/A are able to revise their rates or contacts at the website before the bid closing date: <https://ont-sat-ths.tpsgc-pwgsc.gc.ca/entrer-login-eng.cfm> with their existing usernames and password\*. Standing Offer Holders' rates (including any revisions) will be evaluated accordingly.

Standing Offer Holders are solely responsible to ensure their new rates have been accepted by the above-mentioned website. PWGSC will not be responsible for Offeror's inability to use the system.

If the Standing Offer Holder does not revise their rates at the above-mentioned website, it is considered that their existing rates in the website will continue to apply for the proposed standing offer period and be used for the purpose of the financial evaluation.

\*Note: Existing Standing Offer Holders logging in at this link (<https://ont-sat-ths.tpsgc-pwgsc.gc.ca/entrer-login-eng.cfm>) for the first time will need to click on "Forgotten your password?" to reset passwords."

###### **A.2 Existing Standing Offer Holders offering services for additional geographical Areas:**

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

###### **B. ALL OTHER OFFERORS:**

###### **B.1 Offerors must submit a separate financial offer for each geographical Area for which they are offering services.**

###### **B.2 Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment and with the spreadsheet for each of their offered Areas available under "Download and complete Financial Offer" at: <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/docs/index-eng.cfm#dt-tg>. The format of these spreadsheets is not to be altered.**

The prices must be an all-inclusive firm hourly rate in Canadian funds excluding applicable taxes but including salary, overhead, profit, benefits, annual leave, sick leave, security clearance processing cost etc, for the provision of a temporary help unilingual English speaking resource. Only one firm hourly rate is to be provided per classification, per category. (Note: the Offeror should complete the "Company profile and contact information" section on each spreadsheet).

**4.1.2.2.** Firm hourly rates below the minimum wage for the respective Province/Territory will be deemed non-responsive and will be automatically removed and not evaluated any further.

**4.1.2.3** All responsive offers including Existing Standing Offer Holders, holding a valid organization security clearance as indicated in Part 7A - Standing Offer, Article 7.2.1.1. by May 31, 2017, will proceed to the financial evaluation stage as follows:

Step 1: Initial Screening of Rates for each classification of each Area

Limit "A" = average all-inclusive hourly rate less 20%

Limit "B" = average all-inclusive hourly rate plus 20%

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

Step 2: Final Screening of Rates for each classification of each Area

A new average will be calculated using the rates remaining from the initial screening (rates that have not been initially accepted or rejected in step 1). The remaining rates falling on the new average all-inclusive hourly rate or below the new average all-inclusive hourly rate plus 5% will be issued Standing Offers.

Rates which exceed the Step 2's new average all-inclusive hourly rate plus 5% will be rejected and excluded from further consideration in the electronic catalogue presentation for that offer period for that offered classification.

## **4.2 Basis of Selection**

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

## 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 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.

#### 5.1.1 Integrity Provisions – Required Documentation

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

#### 5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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

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

##### 5.1.3.1 Canadian Content Certification

5.1.3.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

5.1.3.1.2 This procurement is limited to Canadian services.

The Offeror certifies that:

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

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6\(9\)](#), Example 2, of the [Supply Manual](#).

### 5.1.3.2 Voluntary Self-Declaration of Aboriginal Businesses providing Temporary Help

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

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

- 1) Your business meets the definition of an Aboriginal business, as described in the enclosed, will continue to meet this definition throughout the duration of the Standing Offer, providing such evidence upon request; AND
- 2) Your business is willing to be audited regarding this certification; AND
- 3) Your business acknowledges that if it is found NOT to meet the eligibility criteria, the Offeror shall have their Standing Offer set-aside/removed and could face one or more civil consequences set out in the certification.

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

**A) Our Firm IS NOT an ABORIGINAL BUSINESS. (    )**

**OR**

**B) Our Firm IS an ABORIGINAL BUSINESS. (    )**

IF B), complete the following certificates under **5.1.3.2.1** and **5.1.3.2.2**:

#### 5.1.3.2.1 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#) of the *Supply Manual*.
2. The Offeror:
  - i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
  - ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Offeror must check the applicable box below:
  - i. (    ) The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

**OR**



- ii. ☐ The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
- 4. The Offeror must check the applicable box below:
  - i. ☐ The Aboriginal business has fewer than six full-time employees.
  - OR**
  - ii. ☐ The Aboriginal business has six or more full-time employees.
- 5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.
- 6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

#### 5.1.3.2.2 Owner/Employee Certification - Set-aside for Aboriginal Business

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

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

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

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

\_\_\_\_\_  
Date

#### 5.2.3.2 Certification of Language – Bilingual Resource (*if applicable*)

By submitting an offer, the Offeror certifies that, should a Standing Offer be issued to the Offeror as result of this solicitation, every bilingual employee the Offer provides will meet the following Level C Official Language profiles at the time of call-up issuance:

##### i) Reading – in English and French

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

Solicitation No. - N° de l'invitation  
EA372-170001/B  
Client Ref. No. - N° de réf. du client  
EA372-170001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39207

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

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**ii) Writing – in English and French**

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

**iii) Oral interaction – in English and French**

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

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

### **6.1 Security Requirements**

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

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

- 7.1.1 The Offeror offers to fulfill the requirement 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.

1. The Offeror **must**, at all times during the performance of the Standing Offer, hold a valid Designated Organization Screening (**DOS**), issued by the Canadian Industrial Security Directorate (CISD), **Public Works and Government Services Canada (PWGSC)**.
2. The Offeror personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/**PWGSC**. **Until** the security screening of the Offeror personnel required by this Standing Offer has been completed satisfactorily by CISD/**PWGSC** 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.
3. The Offeror **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/**PWGSC**.
5. The Offeror **must** comply with the provisions of the:
  - a.) Security Requirements Check List, 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** (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 7.3.2 Periodic Usage Reports – Standing Offer

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

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

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

The quarterly reporting periods are defined as follows:

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

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

## **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 June 1, 2017 to May 31, 2018.

### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror agrees to extend its offer for 3 additional one-year periods, from June 1, 2018 to May 31, 2019, from June 1, 2019 to May 31, 2020, and from June 1, 2020 to May 31, 2021 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

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

Telephone: 709-772-2999  
Facsimile: 709-772-4603-mail address: janice.baird@pwgsc.gc.ca

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

### **7.5.2 Project Authority**

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

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

### 7.5.3 Offeror's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
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.

### 7.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S., 1985, c. F-11.

### 7.8 Call-up Procedures

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

7.8.2. The search results list the Standing Offer Holders by geographical Area, and by classification in ascending order from the lowest price. Where the firm hourly rate is the same, the order is determined by the Standing Offer Holder with the lower overtime multiplier being displayed first.

7.8.3. Identified Users will email one or more Standing Offer Holder(s) in the ranking order (starting with the lowest priced Standing Offer Holder) for the required classification to establish if they can provide a resource who:

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

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

EXAMPLES:

When contacting the Standing Offer Holders the Identified Users can provide details such as "The temporary help employee must meet the qualifications for the Clerk – Junior classification, be security- cleared to the level of Reliability, must be able to work from DD-MM-YYYY to DD-MM-YYYY, in (City, Province). Standing Offer Holders must provide a response to this email by DD-MM-YYYY."

7.8.4. The Identified User will review the responses to determine the lowest priced Standing Offer Holder who meets the requirements and issue a call-up to place an order with that Standing Offer Holder. The Identified User may do so by sending a \*PDF version of the call-up via PWGSC's e-mail network to the Standing Offer Holder's listed e-mail contacts on PWGSC's extranet catalogue (<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/entrer-login-eng.cfm>).

7.8.5. The Identified User will forward to the Standing Offer Authority, details of all unsuccessful attempts to use the Standing Offer Holder with the lowest rates (including the reasons why the Standing Offer Holder could not meet the requirement). After three (3) separate unsuccessful attempts to place a call-up with a Standing Offer Holder, the Standing Offer Authority will withdraw the Standing Offer in accordance with the provisions found at Annex "A", Section 8. Unsatisfactory Services.

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

## **7.9 Call-up Instrument**

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

## **7.10 Limitation of Call-ups**

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

## **7.11 Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010B (2016-04-04), General Conditions – Professional Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Standing Offer Reporting;
- i) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

## **7.12 Certifications and Additional Information**

### **7.12.1 Compliance**

Solicitation No. - N° de l'invitation  
EA372-170001/B  
Client Ref. No. - N° de réf. du client  
EA372-170001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-6-39207

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

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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.

#### **7.12.2 SACC Manual Clauses**

A3000C (2014-11-27) Aboriginal Business Certification (*if applicable*)  
M3060C (2008-05-12) Canadian Content Certification

#### **7.13 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*Insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).



## **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**

[2010B](#) (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of [2010B](#) (2016-04-04), General Conditions - Professional Services (Medium Complexity) will not apply to payments made by credit cards.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The Work must be completed within the period specified in the 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.

### **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 in accordance with Annex "B" Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

#### **7.5.2 SACC Manual Clauses**

H1008C (2008-05-12) Monthly Payment

C0711C (2008-05-12) Time Verification

A9116 (2007-11-30) T1204 – Information Reporting by Contractor

#### **7.5.5 Electronic Payment of Invoices – Call-up (if applicable)**

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed; and
  - b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses (*if applicable*).
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.OR
    - a. The original and one (1) copy must be forwarded to the following address for certification and payment.

\_\_\_\_\_ (*Insert the name of the organization*)  
\_\_\_\_\_ (*Insert the address of the organization*)

## 7.7 Insurance Requirements

SACC Manual Clause G1005C (2016-01-28) Insurance – No Specific Requirement

## 7.8 SACC Manual Clauses

A3000C (2014-11-27) Aboriginal Business Certification (*if applicable*)  
A9068C (2010-01-11) Government Site Regulations (*if applicable*)  
A9065C (2011-05-16) Canadian Forces Site Regulations (*if applicable*)

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**ANNEX "A"**  
**STATEMENT OF WORK**

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

**1. Requirement:**

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

**2. Background:**

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

The temporary help services available through this Standing Offer include services commonly available in the following categories:

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

These categories are further broken down into classifications viewable at:  
<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/procedures/services-eng.cfm>.

For the purposes of this document, consolidated large-value services requirements and all other requirements, such as deliverables-based initiatives, or unique services, at present, will be fulfilled through other methods.

**3. Geographic Areas:**

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

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

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

- 
- \$ 600,000 (HST included) for New Brunswick and Prince Edward Island

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

#### **4. Bilingual services:**

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

##### LEVEL C

###### Reading:

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

###### Writing:

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

###### Oral Interaction:

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

#### **5. Electronic Catalogue:**

The Standing Offer Holder agrees that its provided rates will be promulgated electronically in the "Catalogue of Procedures and Rates for Temporary Help Services" that is prepared by PWGSC and made available to Identified Users on the Government-wide electronic catalogue at:

<http://clientsontario.pwgsc-tpsgc.gc.ca/sat-ths/index-eng.cfm> and Standing Offer Holders at: <http://ont-sat-ths.tpsgc-pwgsc.gc.ca> .

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

- Suppliers' obligations and responsibilities;
- classification descriptions;
- all Offeror's currently accepted rates;
- the Offeror's own mailing address, contacts, phone, fax numbers, contacts and their e-mail addresses;
- the Offeror's own overtime multiplier;
- the Offeror's own rates, whether they were accepted into or rejected from the current electronic catalogue; and
- the Offeror's own proposed new rates, that will be uploaded for the semi-annual updating of the electronic catalogue.

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

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

#### Data Recovery:

If the systems associated with the solicitation, submission of rates, evaluation of rates, or the electronic catalogue cease to be available to the parties or to be operational by reason of some failure of equipment or services, whether or not caused by a party or constituting force majeure, each party will use its best efforts to restore the applicable systems to normal operating condition as soon as reasonably practicable. In no event will PWGC be liable for any damages whatsoever arising out of the Offeror's use of or inability to use the system, including but not limited to loss of business profits, business interruption, loss of confidentiality of information, whether such loss or damages are claimed in contract, quasicontract, tort (including negligence), restitution on any legal basis.

### 6. Standing Offer Holder process for Call-ups:

It is understood and agreed that resource will not be assigned in response to call-ups unless they have been skill-tested and qualifications verified by the Standing Offer Holder. All assigned temporary help resources must meet the applicable minimum qualifications for each classification as outlined at:

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

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

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

### 7. Standing Offer Holder Responsibilities:

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

#### 7.1 Maintain Data

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

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

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

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

#### 7.2 Make Changes in Inventory

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

#### 7.3 Maintain Testing Processes

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

#### **7.4 Maintain Quality Assurance**

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

#### **7.5 Closure of Government Offices**

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

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

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

#### **8. Unsatisfactory Services:**

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

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

Three (3) separate complaints against the Standing Offer Holder will be grounds for the immediate withdrawal of the Standing Offer and removal from every classification that the Standing Offer Holder qualified for the Catalogue for a minimum of a 3-month period. All services are to be performed to the complete satisfaction of the Project Authority and are subject to his or her acceptance.

#### **9. On-Going Opportunity for Qualification**

A notice will be posted on the Buy and Sell (<http://buyandsell.gc.ca/>) website 21 days after the closing date of each solicitation to allow new offerors the opportunity to become qualified and to allow existing Standing Offer Holders to update their rates, or to qualify for geographic Areas and classifications for which they have not previously qualified.

#### **10. Schedule of Cycles for Qualification**

Canada will evaluate those offers received in accordance with the schedule below. The schedule may require a revision due to operational requirements, in which case offerors will be advised. An updated Notice of Proposed Procurement (NPP) and a Request for Standing Offer (RFSO) will be posted on the Buy and Sell website 21 days after the close of each solicitation.

Semi Annual Evaluation Periods:

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xaq031  
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#### INITIAL STANDING OFFER PERIOD (YEAR 1)

SOLICITATION CLOSING DATE	May 16, 2017, 2:00 p.m. Local Time	November 14, 2017, 2:00 p.m. Local Time
STANDING OFFER PERIODS	From June 1, 2017 to May 31, 2018	From December 1, 2017 to May 31, 2018

#### OPTIONAL STANDING OFFER PERIOD (YEAR 2)

SOLICITATION CLOSING DATE	May 8, 2018, 2:00 p.m. Local Time	November 13, 2018, 2:00 p.m. Local Time
STANDING OFFER PERIODS	From June 1, 2018 to May 31, 2019	From December 1, 2018 to May 31, 2019

#### OPTIONAL STANDING OFFER PERIOD (YEAR 3)

SOLICITATION CLOSING DATE	May 7, 2019, 2:00 p.m. Local Time	November 12, 2019, 2:00 p.m. Local Time
STANDING OFFER PERIODS	From June 1, 2019 to May 31, 2020	From December 1, 2019 to May 31, 2020

#### OPTIONAL STANDING OFFER PERIOD (YEAR 4)

SOLICITATION CLOSING DATE	May 5, 2020, 2:00 p.m. Local Time	November 10, 2020, 2:00 p.m. Local Time
STANDING OFFER PERIODS	From June 1, 2020 to May 31, 2021	From December 1, 2020 to May 31, 2021

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## ANNEX "B"

### BASIS OF PAYMENT

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

#### 1.1 Firm Hourly Rate:

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

#### 1.2 Call-ups beyond six months:

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

#### 1.3 Travel and Living Expenses:

All travel and living expenses between the temporary employee's residence and the work site and/or the Offeror's premises are the sole responsibility of the temporary help personnel and/or the Offeror.

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

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

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

All payments are subject to government audit.

#### 1.4 Premium for Bilingual Services:

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

#### 1.5 Overtime

The overtime multiplier should be identified on the appropriate location of the spreadsheet but will not be used in the evaluation. The overtime multiplier will be identified in the catalogue for overtime situations and to break "ties" to rank firms with the same firm hourly rates. The overtime multiplier is that quoted number which when multiplied by the firm hourly rate for any classification will yield a bill rate in situations when a Project Authority has specifically authorized overtime as applicable to the Province/Territory where services are provided. The overtime rates will be calculated by multiplying the overtime multiplier by the firm hourly rate for the classification provided. The overtime multiplier must not include any element of overhead and profit, but confined solely to the increase in wages and employer contributions.



**Example:**

Firm hourly rate: \$20.00/hour

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

Although employee gets 1.5x their rate for overtime the overtime multiplier would be 1.125 not 1.5. The Standing Offer Authority will be performing periodic audits to ensure that the overtime multiplier is less than 1.5.

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

**1.6 Statutory Holidays/Annual Leave/Sick Leave:**

No temporary help personnel shall work on a statutory holidays identified within this article. Statutory holiday pay is the sole responsibility of the Offeror. Temporary help personnel are not to work on any of the statutory holiday identified in the sentence below.

Federal government offices are generally closed on the following statutory holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labor Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

Canada will not accept any charges for statutory holidays or annual leave or sick leave incurred by the Offeror as a consequence of satisfying the terms of the resulting Call-up.

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

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

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

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

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

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## **ANNEX "C"**

### **SECURITY REQUIREMENTS CHECK LIST**

Please see attached.

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## ANNEX "D"

### STANDING OFFER REPORTING

Reports must be submitted to the Standing Offer Authority at [janice.baird@pwgsc.gc.ca](mailto:janice.baird@pwgsc.gc.ca) on a quarterly basis, no later than 30 calendar days after the reporting period.

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

The reports must include following information:

Standing Offer Holder Company Name:		Standing Offer Number:	
Total Value to Date (\$)	Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)
Call-Up Number	Identified User (Department Name)	Classification	Total Call-Up Value

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**ANNEX “E” 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)