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RETOURNER LES SOUMISSIONS À:**

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

See herein for bid submission
instructions/
Voir la présente pour les
instructions sur la présentation
d'une soumission

NA
Ontario

**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

Public Works and Government Services Canada
Ontario Region
10th Floor, 4900 Yonge Street
Toronto
Ontario
M2N 6A6

Title - Sujet Temporary Help Services – Ontario R	
Solicitation No. - N° de l'invitation E6TOR-20RM13/B	Date 2021-10-27
Client Reference No. - N° de référence du client E6TOR-20RM13	GETS Ref. No. - N° de réf. de SEAG PW-\$TOR-302-8097
File No. - N° de dossier TOR-1-44001 (302)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-11-16 Heure Normale du l'Est HNE	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Berends, Robert	Buyer Id - Id de l'acheteur tor302
Telephone No. - N° de téléphone (647)308-5031 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 4900 Yonge Street 10th Floor North York Ontario M2N6A6 Canada	
Security - Sécurité This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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Definitions

In this Request for Standing Offers, unless the context otherwise requires;

“Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

“Federal Identified User”

Means any Federal 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.

“Provincial/Territorial Identified User”

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services Canada can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

PART 1 - GENERAL INFORMATION

Principal – Agent Relationship

Canada is not acting as an agent for the “Provincial/Territorial Identified User” nor is the “Provincial/Territorial Identified User” a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

Offer

By submitting an Offer, the Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

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: 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 following Annexes are appended to and form part of this RFSO:

Annex A – Statement of Work
Annex B – Basis of Payment
Annex C – Security Check list
Annex D - 2015B (Pilot Program) General Conditions Professional Services (Medium Complexity) – Canadian Collaborative Procurement Initiative – Authorized User
Annex E – Standing Offers Reporting Form
Annex F – Continuation Certification
Annex G - Greening, Accessibility and Social Commitments
Annex H - To Part 3 of the Request for Standing Offers - Electronic Instruments

1.2 Summary

Canada has a requirement to establish Standing Offers for the supply of Temporary Help Services to Authorized Users.

Below is a list of provinces and territories who have shown interest in making call-ups against the Standing Offer:

Ontario

Only Authorized Users will be authorized to issue call-ups against this NMSO. A list of Authorized Users will be provided at 7.7 – Authorized Users

- 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 18 geographical Areas within the Ontario Region (excluding National Capital Region), which are listed in this solicitation's Annex "A" Statement of Work under Article 3. Areas.

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: <https://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.

1.2.3 The period for making call-ups against the resulting Standing Offer is from June 1, 2021 to May 31, 2022, with the irrevocable right to extend for 3 additional one year periods.

1.2.4 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@aadnc-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.

1.3 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 Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-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.

1.5 Offer

By submitting an Offer, the Offeror offers to provide and deliver the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

1.6 Disclosure of information – Optional Users

The following definitions apply to this provision only:

“Optional Users” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“MASH entities” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges Optional Users may be interested in procuring for their own use the goods or services or combination of goods and services as described in this Standing Offer (referred to hereinafter as “Deliverables.”

In the event that an Optional User contacts the Offeror to purchase some or all of the Deliverables (referred hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Optional User. The Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

1.7 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada’s [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 03 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Pursuant to the [Department of Public Works and Government Services Act](#) (S.C. 1996, c. 16), the instructions, clauses and conditions identified in the RFSO, standing offer and resulting contract(s) by number, date and title may be incorporated by reference into and if so will form part of the RFSO, standing offer and resulting contract(s) as though expressly set out in the RFSO, the standing offer and the resulting contract(s).

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 - Epost only

2.2.1 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 [RFSO](#). TPSGC.ordreceptiondessomissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca (email address for epost Connect service)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six (6) days before the Request for Proposals closing date.

Faxes will be accepted. Ontario Virtual Fax No. 1-418-566-6162

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: 2019-01](#) 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.

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 resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

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, the Offeror is deemed to have consented to the applicable laws as specified herein by Canada.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

The Offeror must submit its offer electronically in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

- Section I: Technical offer (per geographical Area)
- Section II: Financial offer (per geographical Area)
- Section III: Certifications

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" using the spreadsheet for each of their offered Areas available under "Download and complete template" at: <https://ont-sat-ths.tpsgc-pwgsc.gc.ca/docs/index-eng.cfm#dt-tg> or provide their rates for each of their existing offered Areas at this website: <https://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 "G" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "H" 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. EXISTING STANDING OFFER HOLDERS:

A.1 If an Existing Standing Offer Holder wishes to submit an offer for another geographical Area where a standing offer was 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:

A separate and complete offer must be provided for each Region where the Offeror wishes to provide services.

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

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. The Offeror must demonstrate they meet the following mandatory technical criteria. Failure to meet any of the mandatory technical criteria will render the bid non-responsive and it will be given no further consideration.

B.1	Mandatory Criteria	Identify where the supporting documentation is located in the Offer
Item 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.	PAGE(S) AND/OR SECTION NUMBER: _____
Item 2	Offerors must provide a statement indicating their 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.	PAGE(S) AND/OR SECTION NUMBER: _____
Item 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.	PAGE(S) AND/OR SECTION NUMBER: _____
Item 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.	PAGE(S) AND/OR SECTION NUMBER: _____
Item 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.	PAGE(S) AND/OR SECTION NUMBER: _____

4.1.1.2 Point Rated Criteria: Preferential Margin for Greening, Accessibility and Social Commitments.

Note to All Offerors including Existing Standing Offer Holders:

1) The submission of response to Greening, Accessibility and Social Commitments is optional, and the Preferential Margin will only be applied if the supporting information submitted by the Offeror for the Greening, Accessibility and Social Commitment is deemed acceptable by Canada.

2) Offerors are required to provide all supporting information by the bid closing date and time to prove their compliance to the respective Greening, Accessibility and Social Commitment. If Offeror fails to provide the acceptable supporting information for the Greening, Accessibility and Social Commitment, the Preferential Margin will not be applied to the Offeror's financial evaluation.

By providing all supporting information, the Offeror certifies that all statements made with regard to the Greening, Accessibility and Social Commitments are accurate and factual, and is aware that the Department of Public Works and Government Services reserves the right to verify any information provided in this regard. Untrue statements or false information submitted may result may result in the standing offer being set-aside.

4.1.1.2.1 Please refer to Annex G – Greening, Accessibility and Social Commitments for the commitment descriptions and the acceptable supporting information required from the Offeror to demonstrate meeting each commitment in order to earn the preferential margin. There is no minimum pass mark.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

A. EXISTING STANDING OFFER HOLDERS:

A.1 Existing Standing Offer Holder are able to revise their financial offer rates and contact information at this website (<http://ont-sat-ths.tpsgc-pwgsc.gc.ca/entrer-login-eng.cfm>) **before the bid closing date and time** using their existing usernames and password*.

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

- A.2 Existing Standing Offer Holders are solely responsible for ensuring their new rates have been accepted by the above-mentioned website. PWGSC will not be responsible for Offeror's inability to use the system by the bid closing time.
- A.3 If the Existing Standing Offer Holder does not revise their rates at the above-mentioned website by the bid closing date and time, Canada will interpret 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.
- A.4 If an Existing Standing Offer Holder wishes to submit an offer for another geographical Area where a standing offer was 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 Offeror must submit a separate financial offer for each geographical Area for which they are offering services. In addition, only one all-inclusive hourly rate per classification per geographical Area per Offeror will be accepted and evaluated. If more than one all-inclusive hourly rate per classification per geographical Area from the same Offeror is received, Canada has the sole discretion to choose which all-inclusive hourly rate to evaluate.
- B.2 Offeror must submit their financial offer in accordance with the Annex "B", Basis of Payment using the spreadsheet for each of their offered Areas available under "Download and complete templates" at: <http://ont-sat-ths.tpsgc-pwgsc.gc.ca/docs/index-eng.cfm#dt-tg>. **The format of these spreadsheets must not be altered.**
- B.3 All of the Offeror's 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 (excluding overtime) 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. Financial Evaluation Procedure of All Offers/Rates:

4.1.2.2.1 Offers for each classification of each geographical Area will be evaluated separately.

4.1.2.2.2 Firm all-inclusive 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.

4.1.2.2.3 Application of Preferential Margin for the purpose financial evaluation only: in accordance with Article 4.1.1.2. Point Rated Criteria and Annex G – Greening, Accessibility and Social Commitments, for each commitment demonstrated by the Offeror where the Offeror's supporting information is deemed acceptable by Canada, a Preferential Margin of 2% will be applied to the Offeror's responsive All Inclusive Firm Hourly Rate for each classification in each

geographical area offered by the Offeror. Up to a maximum of 6% Preferential Margin could be applied.

Examples of application of preferential margin in financial evaluation:

Example 1:

- 1) Offeror A submits All-Inclusive Hourly Rates (above minimum wage) in accordance with Annex B for the classification General Labourers and Trades Helpers for these geographical areas: ON Burlington, Hamilton, Milton, Jerseyville, Dundas, Stoney Creek, and Grimsby.
- 2) Offeror A's All Inclusive Firm Hourly Rate for these areas before Preferential Margin is applied is \$24.50.
- 3) Offeror A also submits in their offer, the acceptable supporting documents requested in Annex G – Greening, Accessibility and Social Commitments.
- 4) After evaluation of the Offeror's response to Annex G, Canada determines that the Offeror has submitted the acceptable supporting documents to demonstrate their compliance to 1 out of 3 Greening, Accessibility and Social Commitments.
- 5) Therefore, a Preferential Margin of 2 % will apply to the Offeror A's All Inclusive Firm Hourly Rate for the General Labourers and Trades Helper classification for each geographical areas they offered: $\$24.50 \times (100-2) \% = \24.01 .
- 6) \$24.01 will be Offeror A's All-Inclusive Firm Hourly Rate of their General Labourers and Trades Helpers for the areas, ON Burlington, Hamilton, Milton, Jerseyville, Dundas, Stoney Creek, and Grimsby, that will be evaluated in Article 4.1.2.2.4's Step 1: Initial Screening of Rates for each classification of each area.

NOTE: UPON THE ISSUANCE OF STANDING OFFERS, THE ALL INCLUSIVE FIRM HOURLY RATE FOR EACH CLASSIFICATION WILL REMAIN UNCHANGED FROM THE OFFER. THE PREFERENTIAL MARGIN WILL BE APPLIED ONLY FOR EVALUATION PURPOSE.

Example 2:

- 1) Offeror B submits All-Inclusive Hourly Rates (above minimum wage) in accordance with Annex B for the classification General Labourers and Trades Helpers for these geographical areas: ON Burlington, Hamilton, Milton, Jerseyville, Dundas, Stoney Creek, and Grimsby.
- 2) Offeror B's All-Inclusive Firm Hourly Rate for these areas before Preferential Margin is applied is \$24.50.
- 3) Offeror B does not submit a response to Annex G – Greening, Accessibility and Social Commitments.
- 4) Therefore, the Preferential Margin will NOT apply to the All-Inclusive Firm Hourly Rate for any of the categories offered by Offeror B.
- 5) \$24.50 will be Offeror B's All-Inclusive Hourly Rate of their General Labourers and Trades Helpers for the areas: ON Burlington, Hamilton, Milton, Jerseyville, Dundas, Stoney Creek, and Grimsby, that will be evaluated in Article 4.1.2.2.4's Step 1: Initial Screening of Rates for each classification of each area.

4.1.2.2.4 All remaining responsive offers will proceed to the next 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%

Offers proposing All-Inclusive Hourly Rate which fall under limit "A" will be recommended for issuance of a standing offer pending verification of certifications as per Part 5 and verification of security clearance as per Part 6. Offers proposing All-Inclusive Hourly Rates which are over limit "B" will be rejected and deemed non-responsive. The All-Inclusive Hourly Rates which fall 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 All-Inclusive Hourly 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 recommended for issuance of a standing offer pending verification of certifications as per Part 5 and verification of security clearance as per Part 6.

All-Inclusive Hourly Rates which exceed the Step 2's new average all-inclusive hourly rate plus 5% will be rejected, deemed non-responsive and excluded from further consideration in the electronic catalogue.

4.2 Basis of Selection

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 on an item by item basis 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 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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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.

5.2.2 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 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 **5.2.3.2** and **5.2.3.3**:

5.2.3.2 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.

5.2.3.3 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

5.2.3.4 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:

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.

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.

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;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

Definitions and Interpretation

a) Definitions: In this Standing Offer, a capitalized term shall have the meaning attributed to that term in General Conditions *2009 Standing Offers – Goods or Services – Authorized Users*, section 01, appended hereto as Annex G or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

b) Other Interpretative Provisions, unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an annex or appendix, are to the designated section or other subdivision of, or annex or appendix to the Standing Offer;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Standing Offer as a whole and not to any particular section or other subdivision of the Standing Offer;
3. the headings are for convenience only and do not form a part of the Standing Offer and are not intended to interpret, define or limit the scope, extent or intent of the Standing Offer or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to the Standing Offer or to any agreement, or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Standing Offer means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time; and
9. all dollar amounts refer to Canadian dollars.

Key Terms

Definitions

In this Standing Offer, unless the context otherwise requires,

“Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

“Federal Identified User”

Means any Federal 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.

“Provincial/Territorial Identified User”

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

“General Information”

The Offeror will provide and deliver to Authorized Users the goods, services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or combination of goods and services in accordance with the conditions set out in the Standing Offer;

Principal – Agent Relationship

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the 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

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

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, **PWGSC**.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, **PWGSC**.
5. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) *Contract 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

2009 (2018-07-16) General Conditions: Standing Offers – Goods or Services – Authorized Users, apply to and form part of the Standing Offer and are amended as follows:

The following section(s) from General Conditions 2009 apply to Federal Identified Users only:

Section 11 – Integrity Provisions

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records, on its provision of goods or services or combination of goods and services to Authorized Users under any and all contracts resulting from the Standing Offer. This data must also include all purchases paid for by a Canada acquisition card.

The Offeror must provide this data, in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed below. 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 electronically 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 December 1, 2021 to May 31, 2022.

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, 2022 to May 31, 2023, from June 1, 2023 to May 31, 2024, and from June 1, 2024 to May 31, 2025 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:

Robert Berends
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
4900 Yonge Street, Toronto, ON
Telephone: 647-308-5031
E-mail address: Robert.berends@pwgsc.gc.ca

The Standing Offer Authority is responsible for the management of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Contracting Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority.

Contracting Authorities

If a call-up is issued by:

Federal Identified User:

The Standing Offer Authority is the Contracting Authority for Federal Identified User Call-ups and resulting Contracts.

Provincial/Territorial Identified User:

The Provincial/Territorial Identified User that issues the Call-up is the Contracting Authority for that Call-up and resulting Contract.

7.5.2 Project Authority

The Project Authority for the Standing Offer is:

The Project Authority for each resulting contract will be identified in the Call-up issued by the Contracting Authority.

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: 2019-01 of the Treasury Board Secretariat of Canada.

7.7 Authorized Users

Federal Identified Users

The Federal 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.

Provincial/Territorial Identified Users

The following Provincial/Territorial Identified Users are the only entities authorized to make call-ups against this Standing Offer.

Disclosure of information – Optional Users

“**Optional Users**” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“**MASH entities**” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded

academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as "Optional Users") may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as "Deliverables").

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred hereinafter as a "Request"), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as "Separate Agreement").

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

7.8 Call-up Procedures

7.8.1. Authorized Identified Users in the federal government will consult an electronic catalogue on the government extranet <https://clientsontario.pwgsc-tpsgc.gc.ca/sat-ths/index-eng.cfm> 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:

- a) meets the classification description;
- b) is available for the specified period of time;
- c) can report to the given location in the Area; and
- d) 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-MMYYYY, 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 <https://clientsontario.pwgsc-tpsgc.gc.ca/sat-ths/taux-rate/recherche-search-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

7.9.1 Federal Identified User

The Work will be authorized or confirmed by the Federal Identified User(s) using the duly completed forms, as listed below in paragraph 2, or their equivalents in accordance with paragraph 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Federal Identified Users' authorized representatives under the Standing Offer must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)
3. Where an equivalent form or electronic call-up document is used, it must contain at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer, and acceptance of those terms;
 - description and unit price for each line item;

-
- total value of the call-up;
 - point of delivery;
 - confirmation of the Federal Identified User's authority to enter in to a Contract; and
 - acceptance of the terms and conditions of the Standing Offer.
 - confirmation that funds are available under section 32 of the Financial Administration Act
 - allows for collection of the data identified at Annex "B" – Standing Offer Reporting, Article B1, Collection of Data

7.9.2 Provincial/Territorial Identified User

For Call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized using the GC 942-3, Call-Up against a Standing Offer (FPT) form. An electronic sample is attached at Annex "E" – Forms. This form is available through the [PWGSC Forms Catalogue](#) Web site.

Or an equivalent form of electronic call-up document which at a minimum:

- identifies the Standing Offer number;
- identifies the total value of the Call-up;
- includes the unit price for each item on the Call-up;
- identifies a point of delivery;
- includes acceptance of the terms and conditions of the Standing Offer;

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up. Call-ups must be made from authorized representatives of identified users of a province or territory in the standing offer. These must be goods or services or a combination of goods and services included in the standing offer, in accordance with the prices and terms specified therein

7.10 Limitation of Call-ups

Federal Identified User

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

Provincial/Territorial Identified User

If a financial limitation applies to a call-up issued by a Provincial/Territorial Identified User, whether that financial limitation applies to an individual basis for each call-up or in the aggregate for all call-ups issued, that financial limitation must be provided by the Provincial/Territorial Identified User issuing the call-up. Where such financial limit is provided to the Offeror by the Contracting Authority of the Provincial/Territorial Identified User then the Offeror shall not accept any Call-up against the Standing Offer which would exceed such financial limitation unless the Contracting Authority has specifically identified that it may do so in writing.

7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list below, 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 to the extent necessary to resolve such discrepancy.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions 2009 (2018-07-16)- Standing Offers - Goods or Services – Authorized Users;

-
- d) the general conditions 2010B (2020-05-28), General Conditions – Professional Services (Medium Complexity)
 - e) Annex D, 2015B (Pilot Program) General Conditions Professional Services (Medium Complexity) – Canadian Collaborative Procurement Initiative – Authorized User
 - f) Annex A, Statement of Work;
 - g) Annex B, Basis of Payment;
 - h) Annex C, Security Requirements Check List;
 - i) Annex E, Standing Offer Reporting
 - j) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

7.12 Certifications and Additional Information

7.12.1 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.

7.12.2 SACC Manual Clauses

A3000C (2014-11-27) Aboriginal Business Certification (*if applicable*)

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 Ontario.

7.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

7.15 Social Procurement Overview

7.15.1 In the context of the Government of Canada procurement, social procurement refers to the practice of leveraging federal procurement spending to achieve social and economic policy objectives. This includes objectives such as increasing the participation of underrepresented groups in Canadian economy, expansion of the Government's supplier base, as well as workforce development and job creation. At Public Works and Government Services Canada (PWGSC), such objectives align with the

Department's procurement modernization agenda and can be integrated in procurements of various size and complexity.

7.15.2 Anticipated Notification - Social Procurement Pilot

During the Standing Offer (SO), Canada may include socio-economic objectives within the renewal period of any resulting RFSO and applicable to the management of individual call-ups for any or all of the SO's applicable goods and services. Socio-economic objectives can include increasing opportunities for suppliers from underrepresented groups or for suppliers employing underrepresented group members.

Canada agrees to provide the Offeror with at least a three-month notice to allow for participation in the integration of the Offer in the proposed socio-economic objective. The notice will include a detailed information package indicating the requirements as well as any applicable guidance and support.

7.15.3 Social Procurement Terminology – key terms

Socio-economic Objectives

Socio-economic objectives refer to objectives that can be included in a procurement instrument to help achieve desired social, economic, or environmental outcomes. Examples include purchasing goods and services from targeted underrepresented suppliers and social enterprises, or incorporating social benefits criteria into the procurement.

Underrepresented Supplier

In the context of social procurement at PSPC, an underrepresented supplier is a supplier that belongs to a group that is statistically less represented among all PWGSC suppliers for a specific sector or commodity. PWGSC will identify underrepresented suppliers groups using its procurement data as well as various other data sources.

Underrepresented Supplier Ownership

A business is referred to as one owned or led by underrepresented groups if it is majority-owned or -operated by members of underrepresented groups. In the context of social procurement, a business is considered an underrepresented supplier when at least 51% of the business is owned or managed by underrepresented individuals.

Underrepresented Group

Social procurement can provide opportunities for various groups that are traditionally and statistically economically disadvantaged and/or unemployed. An underrepresented group can include representatives from specific social, cultural, or economic segments of the population such as women, persons with disabilities, visible minorities, etc.¹

Social Benefit Criteria

Social benefit criteria refers to requirements in a procurement instrument that contain socio-economic objectives. They can include:

- Employment of individuals from underrepresented groups, who will be performing work under the contract as employees, apprentices or trainees;
- Workforce and skills development that includes training of individuals from underrepresented groups so that they can perform work under the contract; or

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- Investment in skills by working with post-secondary institutions such as co-op work terms, scholarships, and/or research funding.

¹ These terms are taken from the *Employment Equity Act's* designated groups; however, other groups may be considered, for example: veteran, LGBTQ2+, unemployed, youth, and recent immigrant.

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 Requirement

The Contractor must provide the items detailed in the Call-up against the Standing Offer.

Definitions and Interpretation

Definitions. In this Contract, a capitalized term shall have the meaning attributed to that term in General Conditions 2015B – Services (Medium Complexity) – Authorized User as amended, section 01, appended hereto as Annex D or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

Other Interpretive Provisions. In the Contract unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an appendix or annex, are to the designated section or other subdivision of, or appendix or annex to, the Contract;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Contract as a whole and not to any particular section or other subdivision of the Contract;
3. the headings are for convenience only and do not form a part of the Contract and are not intended to interpret, define or limit the scope, extent or intent of the Contract or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to any agreement (including the Standing Offer or Contract), or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Contract means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time;
9. all references to day or days, other than Working Days, means calendar days; and
10. all dollar amounts refer to Canadian dollars.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010B \(2020-05-28\)](#), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of 2010B (2020-05-28) 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 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 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

7.5.3 SACC Manual Clauses

A9116 (2007-11-30) T1204 – Information Reporting by Contractor
C0711C (2008-05-12) Time Verification
H1008C (2008-05-12) Monthly Payment

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);

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.

Invoices must be submitted on the Offeror's own invoice form and at a minimum include:

- (a) the call-up number;
 - (b) the amount invoiced (exclusive of applicable tax);
 - (c) the amount of applicable tax;
 - (d) the date;
 - (e) the name and address of the Identified User;
 - (f) the Item number(s);
 - (g) a copy of time sheets to support the time claimed (if applicable);
 - (h) the Standing Offer Number as shown on page 1 of this Standing Offer.
2. The original and one (1) copy of each invoice must be forwarded to the Client Representative as indicated on each call-up document for certification and payment.

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)
A9062C (2011-05-16) Canadian Forces Site Regulations (if applicable)
A9068C (2010-01-11) Government Site Regulations (if applicable)

7.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

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:

- a) Administrative Support
- b) Professional & Administrative
- c) Technical & Operational
- d) Telecommunications and Engineering Services

These categories are further broken down into classifications viewable at: <https://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.

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

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

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

- a) Suppliers' obligations and responsibilities;
- b) classification descriptions;
- c) all Offeror's currently accepted rates;
- d) the Offeror's own mailing address, contacts, phone, fax numbers, contacts and their e-mail addresses;
- e) the Offeror's own overtime multiplier;
- f) the Offeror's own rates, whether they were accepted into or rejected from the current electronic catalogue; and
- g) 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:

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

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 <https://ont-sat-ths.tpsgc-pwgsc.gc.ca/index-eng.cfm>

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:

- a) the Standing Offer Holder has not received any other payment from any other client, including the government, during the period of the closure; and
- b) 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:

- a) was unable to provide a resource that meets the classification description for which they had offered;
- b) did not respond within the time stipulated in the email request;
- c) would not honour the firm hourly rate as listed in the electronic catalogue;
- d) inadequately matched the skill set of temporary help employee to classification;
- e) 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 to allow new offerors the opportunity to become qualified and to allow existing Standing Offer Holders 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:

Initial Standing Offer Period (Year 1)

Standing offer periods	From December 1, 2021, to May 31, 2022
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Amd. No. - N° de la modif.
File No. - N° du dossier

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Optional Standing Offer Period (Year 2)

Solicitation Closing Date	May 11, 2022, 2:00 p.m. Local Time	November 16, 2022, 2:00 p.m. Local Tim
Standing offer periods	From June 1, 2022 to May 31, 2023	From December 1, 2022, to May 31, 2023

Optional Standing Offer Period (Year 3)

Solicitation Closing Date	May 10, 2023, 2:00 p.m. Local Time	November 15, 2023, 2:00 p.m. Local Tim
Standing offer periods	From June 1, 2023 to May 31, 2024	From December 1, 2023, to May 31, 2024

Optional Standing Offer Period (Year 4)

Solicitation Closing Date	May 8, 2024, 2:00 p.m. Local Time	November 13, 2024, 2:00 p.m. Local Tim
Standing offer periods	From June 1, 2024 to May 31, 2025	From December 1, 2024, to May 31, 2025

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 help personnel'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 personnel 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, and private vehicle expenses specified in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travelers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

- a) All travel must have the prior authorization of the Project Authority.
- b) 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 Family Day:

Family Day is observed as a public (or statutory) holiday in the province of Ontario and is held every year on the third Monday of February. This is an Ontario provincial holiday that the Federal Government of Canada has not adopted and, as a result, all Identified Users should not request temporary help resource to work on Family Day.

1.8 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.

1.9 No charge for Unsatisfactory Services Reported within first four (4) hours:

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

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ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

Please see attached.

ANNEX "D" "General Conditions 2015"

Professional services (medium complexity) – Canadian Collaborative Procurement Initiative – Authorized User

Legal text for SACC item

- 01 Interpretation
- 02 Standard clauses and conditions
- 03 Powers of the Authorized User
- 04 Status of the Contractor
- 05 Conduct of the Work
- 06 Subcontracts
- 07 Time of the essence
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- 32 Harassment in the workplace
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- 35 Code of Conduct for Procurement—contract

2015B 01 (PILOT PROGRAM) 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 the Authorized User 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;

"Authorized User"

means a Federal Identified User or Provincial or Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against a Standing Offer.

"Authorized User Property"

means anything supplied to the Contractor by or on behalf of the Authorized User 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 the Authorized User under the Contract;

"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 the Authorized User's representative to manage the Contract;

"Contractor"

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

"Contract Price"

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

"Cost"

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;

"Federal Identified User"

means any Federal 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;

Or

means any federal government department, agency or Crown corporation listed in the Request for Standing Offer.

"Party"

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

"Provincial or Territorial Identified User"

means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals (MASH Sector), to whom the Minister of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

"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 the Authorized User;

"Work"

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

2015B 02 (PILOT PROGRAM) 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.

2015B 03 (PILOT PROGRAM) Powers of the Authorized User

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

2015B 04 (PILOT PROGRAM) Status of the Contractor

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

2015B 05 (PILOT PROGRAM) 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 the Authorized User 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.

3. The Work must not be performed by any person who, in the opinion of the Authorized User, is incompetent, unsuitable or has conducted himself/herself improperly.

2015B 06 (PILOT PROGRAM) Subcontracts

1. The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. In any other instance, the Contractor must obtain the prior consent in writing of the Contracting Authority. The Contracting Authority may require the Contractor to provide such particulars of the proposed subcontract as he considers necessary.

2. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon the Authorized User to a subcontractor.

3. 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 requires or agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor for procurements involving Federal Identified Users.

2015B 07 (PILOT PROGRAM) Time of the essence

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

2015B 08 (PILOT PROGRAM) 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 the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.

4. Unless the Authorized User has caused the delay by failing to meet an obligation under the Contract, the Authorized User 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.

2015B 09 (PILOT PROGRAM) Inspection and acceptance of the Work

All the Work is subject to inspection and acceptance by the Authorized User. Inspection and acceptance of the Work by the Authorized User do not relieve the Contractor of its responsibility for defects or other failures to meet the

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requirements of the Contract. The Authorized User 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.

2015B 10 (PILOT PROGRAM) 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.

2015B 11 (PILOT PROGRAM) Taxes

1. Federal government departments and agencies are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by the Authorized User 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 the Authorized User'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, the Authorized User 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.

2015B 12 (PILOT PROGRAM) Transportation costs

If transportation costs are payable by the Authorized User under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

2015B 13 (PILOT PROGRAM) Transportation carriers' liability

The Federal Identified User's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

Provincial or Territorial Identified Users will specify the insurance requirement at the time before contract award.

2015B 14 (PILOT PROGRAM) Payment period

1. The Authorized User'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 31st day following that date and interest will be paid automatically in accordance with the section 15.

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, the Authorized User 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 the Authorized User 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.

2015B 15 (PILOT PROGRAM) 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 (Payments Canada);

"date of payment"

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

means, for a Provincial or Territorial Identified User, the date of the negotiable instrument drawn by the appropriate authorities of the province or territory 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. The Authorized User 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 the Authorized User for interest to be payable.

3. The Authorized User will pay interest in accordance with this section only if the Authorized User is responsible for the delay in paying the Contractor. The Authorized User will not pay interest on overdue advance payments.

2015B 16 (PILOT PROGRAM) 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.

2015B 17 (PILOT PROGRAM) 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 the Authorized User at such times as the Authorized User 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 the Authorized User.

2015B 18 (PILOT PROGRAM) Confidentiality

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of the Authorized User in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of the Authorized User must be used solely for the purpose of the Contract and remains the property of the Authorized User.

2. Subject to the Access to Information Act , R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.

Subject to Provincial or Territorial Identified User's access to information and privacy legislation and policy, and to any right of the Provincial or Territorial Identified User under the Contract to release or disclose, the Provincial or Territorial Identified User must not release or disclose outside the organization any information delivered to the Provincial or Territorial Identified User under the Contract that is proprietary to the Contractor or a subcontractor.

3. The obligations of the Parties set out in this section do not apply to any information where the same information:

- a. is publicly available from a source other than the other Party; or
- b. is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or
- c. is developed by a Party without use of the information of the other Party.

2015B 19 (PILOT PROGRAM) Copyright

1. Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

2. At the request of the Contracting Authority, the Contractor must provide to the Authorized User, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the Copyright Act, R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.

2015B 20 (PILOT PROGRAM) Authorized User Property

The Contractor must take reasonable and proper care of all Authorized User 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.

2015B (PILOT PROGRAM) 21 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.

2015B (PILOT PROGRAM) 22 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 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 the Authorized User.

2015B (PILOT PROGRAM) 23 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.

2015B (PILOT PROGRAM) 24 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 the Authorized User 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 the Authorized User for all losses and damages suffered by the Authorized User because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Authorized User in procuring the Work from another source. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.

2015B (PILOT PROGRAM) 25 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 the Authorized User. The Contractor agrees that it will only be paid the following amounts:

a. on the basis of the Contract Price, for any part of the Work completed 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 incurred by the Contractor plus a fair and reasonable profit thereon as determined by the Authorized User in accordance with the profit provisions found in PWGSC Supply Manual section 10.65 Calculation of profit on negotiated contracts, for any part of the Work commenced, but not completed, prior to the date of the termination notice. The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; 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. The Authorized User 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 the Authorized User under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.

2015B 26 (PILOT PROGRAM) Right of set-off

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

2015B 27 ((PILOT PROGRAM)) Conflict of Interest and Values and Ethics Codes for the Public Service

Federal Identified Users: 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.

2015B 28 (PILOT PROGRAM) No bribe or conflict

1. The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of the Authorized User or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
2. The Contractor must not influence, seek to influence or otherwise take part in a decision of the Authorized User knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
4. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

2015B 29 (PILOT PROGRAM) 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 (4th Supplement). Where Provincial or Territorial Identified Users have their own lobbying acts, those shall apply.

2015B 30 (PILOT PROGRAM) International sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Authorized User 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 the Authorized User if it is unable to perform the Work as 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 the Authorized User in accordance with section 25.

2015B 31 (PILOT PROGRAM) Integrity provisions—contract

For Federal Identified users, 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.

2015B 32 (PILOT PROGRAM) Harassment in the workplace

1. The Contractor acknowledges the responsibility of the Authorized User 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 the Authorized User. 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.

2015B 33 (PILOT PROGRAM) 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.

2015B 34 (PILOT PROGRAM) Access to information

Records created by the Contractor, and under the control of the Authorized User, are subject to federal or provincial or territorial access to information and privacy laws as applicable. The Contractor acknowledges the responsibilities of the Authorized User under such applicable legislation and must, to the extent possible, assist the Authorized User in discharging these responsibilities.

2015B 35 (PILOT PROGRAM) 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. For Provincial or Territorial Identified Users, the Contractor agrees to comply with the applicable code and to be bound by its terms for the period of the Contract.

Date modified:

ANNEX “E” STANDING OFFER REPORTING

The Offeror must compile and maintain records, on its provision of services to Authorized Users under any and all contracts resulting from the Standing Offer. This data must also include all purchases paid for by a Canada acquisition card.

The Offeror must provide this data, in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed below. 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 electronically on a quarterly basis to the Standing Offer Authority at Robert.Berends@pwgsc-tpsgc.gc.ca

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.

Standing Offer Holder Company Name:	Standing Offer #	Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)
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

ANNEX “G” GREENING, ACCESSIBILITY AND SOCIAL COMMITMENTS

Please refer to Article 4.1.1.2 Point Rated Criteria: Preferential Margin for Greening, Accessibility and Social Commitments and Article 4.1.2.2.3 in PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION for details on the application of Preferential Margin.

COMMITMENT DESCRIPTION	INDICATORS FOR ASSESSMENT
<p>1. Greening Initiatives</p> <p>Describe any of the following programs or policies or audits that the Offeror’s organization implements to ensure greening and environmental issues are considered in their operations and supply chains:</p> <ol style="list-style-type: none"> 1. Greenhouse Gas (GHG) inventory and reduction; 2. Waste inventory and reduction (recycling and composting); 3. Energy and water efficiency investments (e.g. insulation, LED/sensor lighting, window upgrades, low flow fixtures, etc.); 4. Green procurement; 5. Electric Vehicle or Hybrid Electric Vehicle Fleet composition (zero-emission vehicles, hybrids); 6. Fleet operations (e.g.vehicle tracking, low resistance tires, tire recycling, drive clean testing, etc.) 	<p>2 % preferential margin will be applied to the Offeror’s All Inclusive Firm Hourly Rate if the Offeror’s response include the supporting information required listed below.</p> <ol style="list-style-type: none"> i) Name of greening initiative; and ii) Proof of greening initiative in the form of either <ol style="list-style-type: none"> a) A report; or b) Audit Report(s); or c) Certification; or d) Policy <p>And</p> <ol style="list-style-type: none"> iii) Brief description of greening initiative.
<p>2. Accessibility Initiatives</p> <p>Describe examples of “Universal Design Principles” (list follows) that the Offer’s organization implements to promote accessibility:</p> <ol style="list-style-type: none"> 1. Equitable Use 2. Flexibility in Use 3. Simple and Intuitive Use 4. Perceptible Information 5. Tolerance for Error 6. Low Physical Effort 7. Size and Space for Approach and Use 	<p>2 % preferential margin will be applied to the Offeror’s All Inclusive Firm Hourly Rate if the Offeror’s response include the supporting information required listed below.</p> <ol style="list-style-type: none"> i) Name of Universal Design Principle implemented to promote accessibility; and ii) Proof of implementation of this Universal Design Principle in a form of either; <ol style="list-style-type: none"> a) Policy; or b) Certification; or c) Audit Report(s) <p>And</p> <ol style="list-style-type: none"> iii) Brief description of accessibility initiative.
<p>3. Social Procurement Initiatives</p>	<p>2 % preferential margin will be applied to the Offeror’s All Inclusive Firm Hourly Rate if the</p>

<p>Describe examples of how the Offeror organization ensure underrepresented group members (i.e., visible minorities, women, Indigenous persons, persons with disabilities, youth, and veterans of the Canadian Armed Forces) are managed and encouraged through the use of internal policies, training or skills development policies or program, employment, scholarships, etc.</p>	<p>Offeror's response include the supporting information required listed below.</p> <ul style="list-style-type: none">i) Name of social initiative program, policy, action plan; andii) Brief description of the initiative, program, policy, action plan; andiii) Description of direct impact or direct contribution to the underrepresented group (monetary or non-monetary) from this social initiative
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ANNEX "H" 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);