



**Purchasing Office - Bureau des achats**  
 Contracting and Procurement Division  
 Departmental Acquisitions Services  
 11 Laurier Street  
 Gatineau, Quebec  
 K1A 0S5

**Standing Offer and Call-up Authority  
 Autorisation de passer une offre à  
 commandes et des commandes  
 subséquentes**

**National Individual Standing Offer (NISO)  
 Offre à commandes individuelle et  
 nationale (OCIN)**

**This is not a Contract  
 La présente n'est pas un contrat**

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby authorizes the identified Users listed herein to make call-ups against this Standing Offer. Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, les utilisateurs identifiés énumérés ci-après, à passer des commandes subséquentes à cette offre à commandes.

**Comments - Commentaires**



<b>Title - Sujet</b> Standing Offer for General Labour Services	
<b>Standing Offer No. - N° de l'offre à commandes</b> 20212038	<b>Date</b> 2022-04-06
<b>Client Reference No. - N° de référence du client</b> 20212038	
<b>Requisition Reference No. - N° de la demande</b> 20212038	
<b>File No. - N° de dossier</b> 20212038	
<b>Solicitation Closes – L'invitation prend fin</b> At/a : 14:00 Eastern Daylight time (EDT) On/ le: May 16, 2022	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA Portage III 11 Laurier St Gatineau, Quebec K1A 0S5 Canada	
<b>Security – Sécurité</b> This request for a Standing Offer does include provisions for security.	
<b>Invoices - Original and two copies to be sent to:</b> <b>Factures - Envoyer l'original et deux copies à:</b> To be identified at the time of the call-up	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ginette Aliaga <b>E-mail – Courriel :</b> <a href="mailto:Ginette.Aliaga@tpsgc-pwgsc.gc.ca">Ginette.Aliaga@tpsgc-pwgsc.gc.ca</a>	

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

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>4</b>
1.1 INTRODUCTION.....	4
1.2 SUMMARY.....	4
1.4 DEBRIEFINGS.....	5
<b>PART 2 - OFFEROR INSTRUCTIONS.....</b>	<b>6</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	6
2.2 SUBMISSION OF OFFERS .....	6
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	6
2.4 APPLICABLE LAWS.....	6
2.5 BID CHALLENGE AND RECOURSE MECHANISMS.....	7
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>8</b>
3.1 OFFER PREPARATION INSTRUCTION.....	8
DUE TO THE NATURE OF THE BID SOLICITATION, BIDS TRANSMITTED BY EPOST CONNECT SERVICE AND BY.....	8
FACSIMILE WILL NOT BE ACCEPTED .....	8
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....</b>	<b>11</b>
4.1 EVALUATION PROCEDURES.....	11
4.2 BASIS OF SELECTION - LOWEST EVALUATED PRICE.....	11
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.....</b>	<b>12</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....	12
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	13
ATTACHMENT 1 TO PART 5 - LIST OF NAMES FOR INTEGRITY VERIFICATION FORM.....	18
PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS .....	19
6.1 SECURITY REQUIREMENTS.....	19
6.2 INSURANCE REQUIREMENTS.....	19
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....	20
<b>A. STANDING OFFER .....</b>	<b>20</b>
7.1 OFFER.....	20
7.2 SECURITY REQUIREMENTS.....	20
7.3 STANDARD CLAUSES AND CONDITIONS.....	20
7.4 TERM OF STANDING OFFER.....	21
DELIVERY MUST BE COMPLETED IN ACCORDANCE WITH THE CALL-UP AGAINST THE STANDING OFFER.....	22
7.5 AUTHORITIES.....	22
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	23
7.7 IDENTIFIED USERS.....	23
7.8 CALL-UP PROCEDURES.....	23
7.9 CALL-UP INSTRUMENT.....	24
7.10 LIMITATION OF CALL-UPS.....	24
7.11 FINANCIAL LIMITATION.....	24
7.12 PRIORITY OF DOCUMENTS.....	24
7.13 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	25
7.14 APPLICABLE LAWS.....	25
<b>B. RESULTING CONTRACT CLAUSES.....</b>	<b>26</b>
7.1 STATEMENT OF WORK.....	26
7.2 STANDARD CLAUSES AND CONDITIONS.....	26
7.3 TERM OF CONTRACT.....	26
7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	26
7.5 PAYMENT.....	26
7.6 INVOICING INSTRUCTIONS.....	27
7.7 INSURANCE REQUIREMENTS.....	28
7.8 DISPUTE RESOLUTION.....	28
ANNEX "A" .....	29

STATEMENT OF WORK .....	29
<b>ANNEX "B" .....</b>	<b>38</b>
BASIS OF PAYMENT .....	38
<b>ANNEX "C" .....</b>	<b>39</b>
<b>SECURITY REQUIREMENTS CHECK LIST .....</b>	<b>39</b>
<b>ANNEX "D" .....</b>	<b>44</b>
<b>INSURANCE REQUIREMENTS .....</b>	<b>44</b>
<b>ANNEX "E" STANDING OFFER REPORTING .....</b>	<b>46</b>

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, Certification and any other annexes

### **1.2 Summary**

The objective of the SOA is to provide and perform General Maintenance and Labour services only for the Construction Management Services Group (CMS) within Public Works Government Service Canada (PWGSC) Real Property Branch within the National Capital Region, that include, but shall not be limited the furnishing of labour, material, tools and equipment required to complete all associated general labour services.

Three (3) Standing Offers will be issued for this requirement.

Standing Offer Period will be from date of issuance until May 15, 2024 with three (3) one (1) year optional period that may be exercised by the Department of Public Works Service Canada. (PWGSC)

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement, the Canada-Honduras Free Trade Agreement, the Canada-Korea Free Trade Agreement, the Canada-Panama Free Trade Agreement, the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Ukraine Free Trade Agreement (CUFTA), and the Canadian Free Trade Agreement (CFTA). The Request for Standing Offers (RFSO) is to establish National Individual Standing Offer (NISO) for the requirement detailed in the RFSO, to the Identified Users within the National Capital Region.

### **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](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.

### **1.4 Debriefings**

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

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

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

Delete: 60 days  
Insert: 120 days

### **2.2 Submission of Offers**

Offers must be submitted only via email to: [Ginette.Aliaga@tpsgc-pwgsc.gc.ca](mailto:Ginette.Aliaga@tpsgc-pwgsc.gc.ca) Public Works and Government Services Canada (PWGSC) by the date, time and place indicated in the RFSO page 1 of the bid solicitation.

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

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

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

### **2.4 Applicable Laws**

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

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

## 2.5 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.

## 2.6 Volumetric Data

The number of hours has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.

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

### **3.1 Offer Preparation Instruction**

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted

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

- Section I: Financial Offer (1 soft copy in PDF Format);
- Section II: Certifications (1 soft copy in PDF Format);

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

#### **Section I: Financial Offer**

Bidders must submit their financial bid in Canadian Funds and in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

#### **Section II: Certifications**

Bidders must submit the certifications and additional information required under Part 5.



**ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE**

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all-inclusive fixed hourly rate for the resource category identified. The rates specified below, when quoted by the Bidder, include the total estimated cost of all travel and living expenses that may need to be incurred for:

- a. Travel between the successful bidder's place of business and locations within the National Capital Region (NCR)

To satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

\*The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

**Initial Offer Period – Contract Award to May 15, 2024**

No.	Description:	Firm Hourly Rate (A)	Estimated Quantity* (hrs) (B)	Extended Total (C) = A X B
1	General Labour Personnel	\$ _____	2400	\$ _____
<b>Subtotal for Initial Offer Period(Taxes Excluded) \$ _____</b>				

**Optional Offer Period 1 – May 16, 2024 to May 15, 2025**

No.	Description:	Firm Hourly Rate (A)	Estimated Quantity* (hrs) (B)	Extended Total (C) = A X B
1	General Labour Personnel	\$ _____	1200	\$ _____
<b>Subtotal for Initial Offer Period(Taxes Excluded) \$ _____</b>				

**Optional Offer Period 2 – May 16, 2025 to May 15, 2026**

No.	Description:	Firm Hourly Rate (A)	Estimated Quantity* (hrs) (B)	Extended Total (C) = A X B
1	General Labour Personnel	\$ _____	1200	\$ _____
<b>Subtotal for Initial Offer Period(Taxes Excluded) \$ _____</b>				

**Optional Offer Period 3 – May 16, 2026 to May 15, 2027**

No.	Description:	Firm Hourly Rate (A)	Estimated Quantity* (hrs) (B)	Extended Total (C) = A X B
1	General Labour Personnel	\$ _____	1200	\$ _____
<b>Subtotal for Initial Offer Period(Taxes Excluded) \$ _____</b>				
<b>EVALUATED PRICE</b>				
Subtotal for Initial Offer Period:		\$ _____		
Subtotal for Optional Offer Period One:		\$ _____		
Subtotal for Optional Offer Period Two:		\$ _____		
Subtotal for Optional Offer Period Three:		\$ _____		
<b>Total Evaluated Price</b> (Exclusive of Taxes):		\$ _____		
<b>Total Evaluated Price</b> (Exclusive of Taxes):		\$ _____		

## **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 Financial Evaluation**

**4.1.2.1** *SACC Manual* Clause [M0220T](#) (2016-01-28), Evaluation of Price - Offer

### **4.2 Basis of Selection - Lowest Evaluated Price**

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price 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.

#### 5.1.2 Additional Certifications Required with the Offer

##### 5.1.2.1 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all offerors must provide with their offer, the COVID-19 Vaccination Requirement Certification attached to this RFSO, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

#### COVID-19 Vaccination Requirement Certification

I, \_\_\_\_\_ (*first and last name*), as the representative of \_\_\_\_\_ (*name of business*) pursuant to \_\_\_\_\_ (*insert solicitation number*), warrant and certify that all personnel that \_\_\_\_\_ (*name of business*) will provide on call-up(s) issued against the Standing Offer resulting from this Request for Standing Offers who access federal government workplaces where they may come into contact with public servants will be:

- a. fully vaccinated against COVID-19;
- b. for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- c. partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Standing Offer and any resulting call-ups (contracts). I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare an Offeror or contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the period of the Standing Offer or call-up (contract). Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Standing Offer and call-up (contract).

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the *Privacy Act*. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for any resulting Contract and who require access to federal government workplaces where they may come into contact with public servants.

## 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 Status and Availability of Resources

SACC Manual clause [M3020T](#) (2016-01-28) Status of Availability of Resources

### 5.2.3.2 Education and Experience

SACC Manual clause [M3021T](#) (2012-07-16) Education and Experience

### 5.2.3.3 Personnel Identification Form

The Contractor should complete and submit the Personnel Identification Form (PIF) found at Annex "C-1".

### 5.2.3.4 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 1 to Part 5

### 5.2.3.5 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of

This Contractor:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

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- b) The status of the contractor (individual, unincorporated business, corporation or partnership:

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- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

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- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

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### 5.2.3.6 Former Public Servant – Competitive Bid

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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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 Bidder a FPS in receipt of a pension?

**Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPSs 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, Bidders agree that the successful Bidder’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 Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

**Yes ( ) No ( )**

If so, the Bidder 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.

**The following certification signed by the contractor or an authorized officer:**

"I certify that I have examined the information provided above and that it is correct and complete"

**Name and Signature**

**Date**

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT 1 TO PART 5 - LIST OF NAMES FOR INTEGRITY VERIFICATION FORM****Requirements**

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

List of names for [integrity verification form](#)

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## **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.

### **6.2 Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex D .

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

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **7.2 Security Requirements**

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

#### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. EP20212038**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Contract Security Program (CSP), Public Works and Government Services (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CSP, PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List 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**

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

### 7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

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

The data must be submitted on a semi-annual basis to the Standing Offer Authority. The semi-annually reporting periods are defined as follows:

- Report 1: May 15 to September 30;
- Report 2: October 1 to May 14

The data must be submitted to the Standing Offer Authority no later than thirty (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 the date of Standing Offer Award to May 15, 2024, inclusive.

### 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **three (3) one-year periods**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

### 7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

**7.4.4 Delivery Points**

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

**7.5 Authorities**

**7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Ginette Aliaga  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Real Property and Commercial Acquisitions Sector  
Address: 11 rue Laurier  
Gatineau, Quebec

Telephone: 613-410-1132  
E-mail address: [Ginette.Aliaga@tpsgc-pwgsc.gc.ca](mailto:Ginette.Aliaga@tpsgc-pwgsc.gc.ca)

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

**7.5.2 Project Authority *(to be identified at Standing Offer award)***

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

**7.5.3 Offeror's Representative *(to be identified at Standing Offer award)***

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

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Public Works Service Canada, The Construction Management Services Group (CMS) within Real Property Branch.

## 7.8 Call-up Procedures

The Call-up procedures require that Call-ups be issued on an *as and when required* basis.

Any call-up for Work against this Standing Offer will be processed as follows:

- .1 The Departmental Representative will establish the scope of services to be performed. For each individual Call-Up, offerors will be considered using a computerized distribution system. This system will track all call-ups assigned to each offeror and will maintain a running total of the dollar value of business distributed. The system will contain for each offeror an ideal business distribution percentage which has been established as follows; 40% of the business for the top ranked offeror, 30% for the 2nd ranked offeror, 30% for the 3rd ranked offeror. In the event fewer than three offerors are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:
 
$$\text{Revised Distributions \%} = \frac{\text{pre-established \%}}{100 \text{ less the non-distributed \%}} \times 100$$
  - .2 The Offeror who is furthest under their respective ideal business distribution percentage in relation to the other Offerors will be selected for the next call-up.
  - .3 If the Offeror who is in the next call-up position and they refuse the work the Departmental Representative may offer it to any of the other two candidates.
  - .4 For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Departmental Representative in accordance with the unit rates established under the Standing Offer.
- .2 The Offeror will be authorized in writing by the Departmental Representative to proceed with the work by issuance of a Call-up against the Standing Offer using form [2829](#).

## 7.9 Call-up Instrument

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

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for 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-TPSGC 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)

## 7.10 Limitation of Call-ups

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

## 7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ \_\_\_\_\_ *(to be filled in at offer issuance)* (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) [2010C](#) (2021-12-02), General Conditions - Services (Medium Complexity);
- e) Annex "A", Statement of Work;
- f) Annex "B", Basis of Payment;
- g) Annex "C", Security Requirements Check List;
- h) Annex "D", Insurance Requirements;
- i) the Offeror's offer dated \_\_\_\_\_ *(to be inserted at Standing Offer Award)*



## **7.13 Certifications and Additional Information**

### **7.13.1 Compliance**

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

### **7.13.2 Licensing**

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

### **7.13.3 Trade Qualifications**

The Offeror must use qualified, certified and competent tradespeople and supervision to ensure a uniform high level of workmanship. The Technical Authority may request to view and record details of the certification and/or qualifications held by the Contractors tradespeople. This request should not be unduly exercised but only to ensure qualified tradespeople are on the job.

## **7.14 Applicable Laws**

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

## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

[2010C](#) (2021-12-02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### 7.3 Term of Contract

#### 7.3.1 Period of the Contract

The period for making call-ups against the Standing Offer is from the date of Standing Offer Award to May 15, 2024, inclusive.

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **three (3) one-year periods**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

#### 7.3.2 Delivery Date

Delivery must be completed in accordance with 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

The Contractor will be paid firm hourly rates stipulated in the call-up, calculated in accordance with the Basis of Payment detailed in **Annex “B”**.

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 Expenditure

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

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.5.3 Method of Payment

The following methods of payment will apply:

SACC Manual clause [H1000C](#) (2008-05-12), Single Payment  
SACC Manual clause [H1008C](#) (2008-05-12), Monthly Payment

### 7.5.4 Travel and Living Expenses

The Crown will not reimburse the Contractor for any travel and/or living expenses as part of this Standing Offer.

### 7.5.5 Electronic Payment of Invoices – Call-up

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

- a. Direct Deposit (Domestic and International);

### 7.6 Invoicing Instructions

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

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Call-up;
- c. a copy of the invoices, receipts, and vouchers for all direct expenses;

- d. One (1) copy must be forwarded to the following email address:  
[kristell.arsenault@tpsgc-pwgsc.gc.ca](mailto:kristell.arsenault@tpsgc-pwgsc.gc.ca)
- e. cc AP Coder: *(to be identified at Standing Offer award)*
- f. One (1) copy must be forwarded to the Project Authority identified in the call-up.

## 7.7 Insurance Requirements

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

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

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

## 7.8 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](#)”.

## 7.9 SACC Manual Clauses

The following clauses will apply:

SACC Manual clause [A1009C](#) (2008-05-12), Work Site Access

SACC Manual clause [B9028C](#) (2007-05-25), Access to Facilities and Equipment

SACC Manual clause [M7035T](#) (2013-07-10), List of Proposed SubContractors

**ANNEX "A"****STATEMENT OF WORK****1.0 TITLE**

General Labour Services

**2.0 BACKGROUND**

Public Works Government Services Canada (PWGSC), Real Property Branch (RBP), Construction Management Services (CMS) provides construction management from project initiation to project closing. We have ongoing projects and the General Construction Labourer(s) will be accompany site supervisors supervising construction projects on various sites in the National Capital Regions, including two (2) provincial bridges, Pembroke and Rolphton Ontario. Travel will be using PSPC vehicle and with same day return.

**3.0 OBJECTIVE**

The objective of this Standing Offer Agreement (SOA) is to provide and perform general maintenance and General Labour services only for the Construction Management Services Group (CMS) within PWGSC and Real Property Branch within the National Capital Region, including two provincial bridges, Pembroke and Rolphton Ontario. Requisition: Call - Up Against a Standing Offer, as directed by the Project Authority and specified herein.

**4.0 SCOPE OF WORK**

Typical work requested under this Standing Offer Agreement may include minor construction demolitions, renovations, maintenance and repairs of the buildings, grounds, and other associated equipment or works. The services to be provided by the Contractor will be defined in the SOA Call-up. Services may include, but shall not be limited to, the following:

- Minor demolition of interior partitions
- Site Cleanups
- Cleaning debris from construction projects
- Moving material around on construction projects
- Moving furniture around within office spaces
- Traffic Control
- Help patrol 2 provincial bridges and help to minor repairs
- Deliver items to various government buildings
- Moving tools and material at Construction projects
- Perform interior and exterior General Labour work
- Travel with using PSPC vehicle and with same day return (no overnights).
- Supply Rain Coat, Snow Suits, P-100 Respirators, Hammer and all Personal Protective Equipment (8" CSA Approved Safety Boots, CSA Approved Hard Hat, CSA Class 2 Traffic Vest, Fall Protection Harness, CSA Approved Safety Glasses, Hearing protection) required to complete all the work as specified. Specific PPE required if provide traffic control in Quebec.

## 5.0 SPECIAL REQUIREMENTS AND/ OR CONSTRAINTS

The following will be required from the Resources:

- Twelve (12) months experience performing General Labour construction work involving scaffolding, using basic equipment
- Have a valid G License
- Able to lift 50 pounds
- scheduling and access vis Department Representative
- Secret Level Clearance is required for workers and the company
- All names and date of birth for the labourers are required

## 6.0 GENERAL

**Prior to commencement of the work, the Contractor must provide the following Certifications:**

### **Employees Training and Certifications (Ontario):**

- 6.1.1 Proof of WHMIS 2015 training.
- 6.1.2 Working at Heights certification
- 6.1.3 MOL 4 step / 5 Step training
- 6.1.4 Traffic control Certification
- 6.1.5 Elevated work platforms training
- 6.1.6 First Aid Training
- 6.1.7 Fit Tested for the worker's specific P100 Respirator
- 6.1.8 Trade Certificate (It is a item in the Appendix "C". Recommend confirming with the lead Site Super the specific duties the worker will be expected to perform. If they fall under trade certification in the province they will be working recommend the work has it. Note the worker is not a federally regulated employee. If they work on a construction site in Quebec they will need the CCQ card.

### **Employees Training and Certifications (Quebec):**

- 6.1.9 Proof of WHMIS 2015 training.
- 6.1.10 MOL 4 step / 5 Step training
- 6.1.11 Traffic control Certification
- 6.1.12 Elevated work platforms training
- 6.1.13 First Aid Training
- 6.1.14 Quebec ASP Training
- 6.1.15 Fit Tested for the worker's specific P100 Respirator
- 6.1.16 Trade Certificate / CCQ card.

**Prior issuance of Standing Offer, companies are to provide the following Certifications:**

### **Company's certifications:**

- 6.1.17 WSIB
- 6.1.18 Health and Safety Program
- 6.1.19 Health and Safety Policy
- 6.1.20 Liability Insurance

## 7.0 LOCATION

Various Sites in the National Capital Region (NCR), including two (2) provincial bridges, Pembroke and Rolphton Ontario.

## 8.0 WORK COVERED BY CONTRACT DOCUMENTS

- .1 Work covered under this Standing Offer Agreement comprises of the furnishing of all labor, materials, tools, transportation, supervision and equipment necessary for the provision of completing General Labor work for projects for the various locations within the National Capital Region.

## 9.0 LANGUAGE REQUIREMENT

The training, all documentation and deliverables must be in English at an advanced level. See below the grid.

Language Proficiency Grid			
	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>ask and answer simple questions;</li> <li>give simple instructions; and,</li> <li>give uncomplicated directions relating to routine work situations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>fully understand very simple texts; grasp the main idea of texts about familiar topics; and,</li> <li>read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.</li> </ul>
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>sustain a conversation on concrete topics; report on action taken;</li> <li>give straightforward instructions to employees; and,</li> <li>provide factual descriptions and explanations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>grasp the main idea of most work-related texts;</li> <li>identify specific details; and,</li> <li>distinguish main from subsidiary ideas.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.</li> </ul>
Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>support opinions, and understand and express hypothetical and conditioned ideas.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>understand most complicated details, inferences and fine points of meaning; and,</li> <li>have a good comprehension of specialized or less familiar material.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>write texts where ideas are developed and presented in a coherent manner.</li> </ul>

## 10.0 TRAVEL AND LIVING

The Crown will not reimburse the Contractor for any travel and/or living expenses as part of this Contract.

## 11.0 PROJECT ADMINISTRATION

### 11.1.1 GENERAL REQUIREMENTS

- .1 The Contractor shall comply with the Work specific requirements as identified in the SOA Call-up.

### 11.2.1 COMMUNICATIONS AND MEETINGS

#### 11.2.1.1 Communication

- .1 If any communication with the User Departments results in the need for any change to the scope of Work, quality, cost or schedule, the Contractor shall inform the Departmental Representative, and seek written direction, before taking any action. No change is to be actioned without written direction from the Departmental Representative.
- .2 Correspondence
  - .1 All correspondence from the Contractor shall be distributed to the Departmental Representative.
  - .2 There shall be no correspondence between PWGSC and the Contractor, unless directed by the Departmental Representative.
- .3 The terms of the Work scope, budget or schedules must be authorized in writing by the Departmental Representative through an official Call-up as defined in the General Conditions of this SOA.
- .4 All correspondence must carry the Call-up name, Project title, Project number, File number and date.

#### 11.2.1.2 Meetings

- .1 The Departmental Representative will arrange meetings, as required, throughout the Work.
- .2 Meetings will be held on site, in the offices of the issuing representative.

#### 11.2.1.3 Work Response Time

- .1 It is a requirement of all Work that the key personnel of the Contractor are personally available to attend meetings or respond to inquiries within half a working day.
- .2 During the Work, the Contractor's Key Personnel shall be:
  - .1 Available to attend meetings and respond to inquiries within one (1) working day notice
  - .2 Able to respond to urgencies within one (1) hour, including those occurring during off-hours and on weekends/ holidays.
  - .3 On occasion, there may be urgent, problem-solving meetings.
    - .1 The Contractor must be available to attend such meetings on the Work site within four (4) business hours.



## 12.0 ROLES AND RESPONSIBILITIES

### 12.1.1 CONTRACTOR

- .1 The “Contractor’s Team” must be eligible and registered to work in the province of Ontario. The Contractor’s Team is composed of the Contractor and designated employees along with Sub-Contractors and their designated employees.
- .2 The Contractor must perform the Work to a professional standard as outlined in the SOA and SOA Call-up.

### 12.1.2 PWGSC/RPB

- .1 Pertaining to PWGSC Construction Management Services Group (CMS) Issued Call Ups:
  - .1 The CMS Project Authority is the Departmental Representative and is responsible for conveying all User Department requirements to the Contractor.
  - .2 The Project Authority will schedule, record and distribute the record of decisions for all meetings.
  - .3 The Project Authority will facilitate discussions between the main stakeholders of the overall project including, but not limited to; CMS, the Contractor and User Department stakeholders.

### 12.1.3 PROJECT AUTHORITY

- .1 The CMS Project Contact is responsible for communicating the interests of the CMS, in collaboration with the Departmental Representative.
  - .1 Unless directed otherwise, all communication through the Project Authority Representative within the Technical Support group.
  - .2 CMS is responsible for the resolution of all security issues.

## 13.0 SUBMITTALS

- .1 Upon Issuance of Call-Up , submit to Project Authority the submittals listed above in Section 6 of the SoW for review.

## 14.0 PROJECT/SITE CONDITIONS

Work at site involves:

- .1 Contract will involve working in areas where PWGSC/RPB operational employees may be present, who are under supervision by PWGSC/RPB CMS Site Supervisors.

## **15.0 REGULATORY REQUIREMENTS**

- .1 Comply with specified codes, acts, bylaws, standards and regulations to ensure safe operations at site.
- .2 In event of conflict between any provision of the above authorities, the most stringent provision will apply. Should a dispute arise in determining the most stringent requirement, the Departmental Representative will advise on the course of action to be followed.

## **16.0 BID REFERENCE**

- .1 Items in the SoW are to be used as typical requirements for bidding purposes or as minimum standards. The Departmental Representative will provide a SoW for each individual call-up that will further refine the project scope.

## Section 1 – Health and Safety Requirements

### 1.1 See Appendix A– Health and Safety Specification

#### 1.2 REFERENCES

- .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations
- .2 Health Canada/Workplace Hazardous Materials Information System (WHMIS)
  - .1 Material Safety Data Sheets (MSDS).
- .3 Province of Ontario and Province of Quebec
  - .1 Workers Compensation Act, RSBC 1996 - Updated 2012.

#### 1.3 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Submit site-specific Health and Safety Plan: Within 7 days after date of Notice to Proceed and prior to commencement of Work. Health and Safety Plan must include:
  - .1 Results of site specific safety hazard assessment.
  - .2 Results of safety and health risk or hazard analysis for site tasks and operations.
- .3 Submit copies of reports or directions issued by Federal, Provincial and Territorial health and safety inspectors.
- .4 Submit copies of incident and accident reports.
- .5 Departmental Representative will review Contractor's site-specific Health and Safety Plan and provide comments to Contractor within 5 days after receipt of plan. Revise plan as appropriate and resubmit plan to Departmental Representative 5 days after receipt of comments from Departmental Representative.
- .6 Departmental Representative's review of Contractor's final Health and Safety plan should not be construed as approval and does not reduce the Contractor's overall responsibility for construction Health and Safety.

#### 1.4 MEETINGS

- .1 Schedule and administer Health and Safety meeting with Departmental Representative prior to commencement of Work.

## **1.5 GENERAL REQUIREMENTS**

- .1 Departmental Representative may respond in writing, where deficiencies or concerns are noted and may request re-submission with correction of deficiencies or concerns.

## **1.6 RESPONSIBILITY**

- .1 Be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.
- .2 Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan.

## **1.7 COMPLIANCE REQUIREMENTS**

- .1 Comply with Workers Compensation Act, B.C. Reg.
- .2 Comply with R.S.Q., c. S-2.1, an Act respecting Health and Safety, and c. S-2.1, r.4 Safety Code for the Construction Industry.
- .3 Comply with Occupational Health and Safety Regulations, 1996.
- .4 Comply with Occupational Health and Safety Act, General Safety Regulations, O.I.C.
- .5 Comply with Canada Labour Code, Canada Occupational Safety and Health Regulations.

## **1.8 UNFORSEEN HAZARDS**

- .1 When unforeseen or peculiar safety-related factor, hazard, or condition occur during performance of Work, follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of the Province having jurisdiction and advise Departmental Representative verbally and in writing.
- .2 When unforeseen or peculiar safety-related factor, hazard, or condition occur during performance of Work, advise the Health and Safety Co-ordinator and follow procedures in accordance with Acts and Regulations of the Province having jurisdiction and advise Departmental Representative verbally and in writing.

## **1.9 HEALTH AND SAFETY CO-ORDINATOR**

- .1 Employ and assign to Work, competent and authorized representative as Health and Safety Co-ordinator. Health and Safety Co-ordinator must:
  - .1 Have site-related working experience specific to activities associated with.
  - .2 Have working knowledge of occupational safety and health regulations.

- .3 Be responsible for completing Contractor's Health and Safety Training Sessions and ensuring that personnel not successfully completing required training are not permitted to enter site to perform Work.
- .4 Be responsible for implementing, enforcing daily and monitoring site-specific Contractor's Health and Safety Plan.

#### **1.10 CORRECTION OF NON-COMPLIANCE**

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Departmental Representative.
- .2 Provide Departmental Representative with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Departmental Representative may stop Work if non-compliance of health and safety regulations is not corrected.

#### **1.11 WORK STOPPAGE**

- .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for Work.

**ANNEX "B"**  
**BASIS OF PAYMENT**

(to be inserted at Standing Offer Award)

## ANNEX "C" SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat EP20212038
Security Classification / Classification de sécurité UNCLASSIFIED

### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction RPS
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail hire General Labour(s) to support the maintenance / construction activities		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>  Not releasable À ne pas diffuser <input type="checkbox"/>  Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>  Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>  Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/> PROTECTED B PROTÉGÉ B <input type="checkbox"/> PROTECTED C PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> SECRET SECRET <input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/> PROTECTED B PROTÉGÉ B <input type="checkbox"/> PROTECTED C PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> SECRET SECRET <input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED





Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat EP20212038
Security Classification / Classification de sécurité UNCLASSIFIED

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
Non  Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No  Yes  
Non  Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

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

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No  Yes  
Non  Oui

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

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
Non  Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No  Yes  
Non  Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No  Yes  
Non  Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF A LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
Non  Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No  Yes  
Non  Oui





Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat EP20212038
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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

**ANNEX "C-1" - PERSONNEL IDENTIFICATION FORM (PIF)  
DEPARTMENT OF PUBLIC WORKS GOVERNMENT SERVICE CANADA**

Company Name:	
Address:	
Telephone number:	
Fax number:	
<b>PWGSC file or Certificate #:</b>	

<b>Contract / file number:</b>	<b># 20212038</b>
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**PROJECT TITLE:**

**Professional Services** (Add second page if more space needed, please print clearly)

Resource Person working on this project	Date of birth YYY/MM/DD	PWGSC file or certificate #	Security Level	Meet	Does not Meet	Comments

**Contractor's Authorized Signatory:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**(For Official Use)**

Company Clearance	Required	Security Level	Meet / Does not Meet / Comments (Official Use Only)
Designated Organization Screening			
Facility Security Clearance			
<b>Document Safeguarding Capability</b>			

Solicitation No. - N° de l'invitation  
**20212038**

**For Use at Public Works Government Service Canada**

**Authorization of Contracting Security Authority**

I approve

I do not approve based on: \_\_\_\_\_

**Contracting Security Authority:** \_\_\_\_\_ **Date:**

## ANNEX "D"

### INSURANCE REQUIREMENTS

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

o. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

- a. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- b. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- c. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- d. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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

**ANNEX “E” STANDING OFFER REPORTING**

Sample Report:

<b>Call-up Date</b>	<b>Call-up Number</b>	<b>Description of Service/Purchase</b>	<b>Project Authority</b>	<b>Date of Completion of Work</b>	<b>Price</b>	<b>Qty</b>	<b>Extended Total</b>