# BEFORE RFP ISSUANCE REMEMBER TO ADD ALL NECESSARY INFORMATION AND DELETE ALL REMARKS TO CLIENTS IN RED TEXT

**[Federal department users of Temporary Help Services for the National Capital Region are to complete Parts A, B, C, and D of this document, along with the annexes. Suppliers are to complete Part E of this document, but it too contains field than first need to be completed by the contracting authority before issuance.**]

**Request for proposal (RFP) under Competitive Method 2 against the**

**Temporary Help Services (THS) for the National Capital Region (NCR) method of supply**

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## PART A: General information

This requirement is issued by the following department: [**REMARK TO CLIENTS:** insert as applicable.]

The RFP reference number for this solicitation is: \_\_\_\_\_\_\_\_\_\_\_ [**REMARK TO CLIENTS:** insert identifier or requisition number.]

The terms and conditions set out in [Supply Arrangement EN578-172870](https://www.tpsgc-pwgsc.gc.ca/app-acq/sat-ths/fournisseurs-suppliers/srvtmp-spparg-eng.html) between the SA holder and Canada, as represented by the Minister of Public Works and Government Services Canada (PWGSC), are hereby incorporated into this document. The SA holder offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the services listed herein and on any attached sheets at the price(s) set out therefore. Responses to a RFP by an SA holder will be considered as an offer to sell.

[2003, Standard Instructions - Goods or Services - Competitive Requirements](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/26)(2022-03-29) are incorporated into this document by reference.

### 1. Invitation to bid

[Enter your department name here] has a requirement for work that falls under the THS for the NCR supply arrangement. This requirement is open to the following THS for the NCR supply arrangement holders:

**[REMARK TO CLIENTS:** Client departments must insert the “Final Search Results” list of suppliers generated by the CPSS ePortal search module. Insert sufficient additional row(s) as needed]

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
…

The name and coordinates of the contracting authority can be found in Part D: Resulting contract clauses.

### 2. Bid response due date and time

**Responses to this solicitation are to be sent by email to the following email address**: [xxxxxxx@xxxx.xxxx.xx]

**Responses must be sent no later than the following date:** [insert date]

**Responses must be sent no later than the following time:** [insert time & time zone]

**Bidders must direct all enquiries to the email address above. A “Bidder’s response form” is included in Part E of this document.**

## PART B: Requirement

### 1. Statement of work

The work to be undertaken is indicated below and in the statement of work at Annex A in Part D.

### 2. Estimated contract period

**From: [insert date]
To: [insert date]**

### 3. Resource or resources required

The following table is to identify to the bidder what the requirement is by providing the service category or categories, their level of expertise, the number of resources required, their need to be bilingual or not, and the estimated number of hours per resource.

**[REMARK TO CLIENTS: Insert or remove rows as required. If your requirement if for only one resource you can mark the “Resource reference no.” column as “N/A”. Remember to mirror all resource information below into the pricing grid included in the Part E: Bidder response form at the end of this document.]**

**Resource(s) required**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Resource reference number** | **Category of resource** | **Level of expertise** | **Number of resources required** | **Must the resource be bilingual(Y/N)** | **Estimated number of hours per resource** | **Maximum number of resumes accepted under this requirement**  |
| [insert an identifying reference number (e.g. “R1”)] | [insert data] | [insert data] | [insert data] | [e.g., yes] | [insert data] | [insert data] |

### 4. Work location

**[Enter work location as applicable.]**

### 5. Travel requirements

Is there a travel requirement?

\_\_\_\_ Yes
\_\_\_\_ No

**5.1 Estimated cost of travel and living expenses**

**[REMARK TO CLIENTS: Enter value as applicable or delete 5.1.]**

### 6. Security requirement

**[REMARK TO CLIENTS: Use one of the three statements below and delete the others]**

**[OPTION 1:** No security requirement]

There is no security requirement associated with this requirement.

OR:

**[OPTION 2:** Use this option when the bidder has until contract award to obtain the necessary security clearances.]

6.1         Before award of a contract, the following conditions must be met:

(a)        the bidder must hold a valid organization security clearance as indicated in Annex C;

(b)        the bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Annex C;

(c)        the bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

(d) the bidder’s proposed location of work performance and document safeguarding must meet the security requirements as indicated in Annex C, if a document safeguarding requirement is indicated;

(e) the bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding, if a document safeguarding requirement is indicated;

6.2        Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the contracting authority.

6.3        For additional information on security requirements, bidders should refer to the [Contract Security Program](https://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html).

OR:

**[OPTION 3:** Use this option when the bidder has until bid closing to obtain the necessary security clearances.]

6.1         At the date of bid closing, the following conditions must be met:

(a)        the bidder must hold a valid organization security clearance as indicated in Annex C;

(b)        the bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Annex C;

(c)        the bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

(d) the bidder’s proposed location of work performance and document safeguarding must meet the security requirements as indicated in Annex C, if a document safeguarding requirement is indicated;

(e) the bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding, if a document safeguarding requirement is indicated;

6.2        Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the contracting authority.

6.3        For additional information on security requirements, bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html).

### 7. Accessibility Standards (Delete this section if not applicable)

**[REMARKS TO CLIENTS: As of October 11, 2019, it is mandatory to consider including accessibility criteria in procurement requirements for goods or services, in accordance with subsections 4.2.26 and 4.2.27 of** [Treasury Board (TB) Contracting Policy](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=html)**. If after meaningful consideration, it is determined by the technical authority that it is not appropriate to include accessibility criteria as part of the requirement, the technical authority must provide a clear justification to the procurement officer/buyer as to why accessibility was not included in their procurement. The procurement officer/buyer can then delete this section but must ensure that the justification is kept on file for that procurement. Clients can use the** [Considering accessibility criteria in procurement-justification form](https://www.tpsgc-pwgsc.gc.ca/app-acq/sat-ths/clients/approvisionnement-procurement-justification-eng.html) **to file the justification on whether accessibility criteria are required]**

In accordance with the [Treasury Board Contracting Policy](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=html) and the Accessible Canada Act, federal departments and agencies must consider accessibility criteria and features when procuring goods or services.

Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this requirement, when applicable.

This requirement includes accessibility features or criteria. Bidders must:

* demonstrate how the proposed goods and/or services meet the accessibility requirement at delivery
* describe how it would deliver the proposed goods and/or services under any resulting contract in a way that satisfies the accessibility criteria.

### 8. Use of individual protective equipment and Occupational Health and Safety (OHS) guideline(s)

[**Remarks to client;** In order to help bidders to properly price the service to be provided, PSPC recommend to its clients using the THS for the NCR method of supply to identify which type of individual protective equipment the supplier should/must provide to its resources in order to allow them to physically work in a government office, as well as a copy of the latest Occupational Health and Safety guideline in use at the location of work. Client to select one of the two options below:]

[**OPTION 1:** If there is no requirement for the resource(s) engaged under the resulting contract to use individual protective equipment (medical or non-medical piece of equipment) while working on site.]

8.1 No individual protective piece of equipment required while working on site.

**OR**

**[OPTION 2:** If there is a requirement for the resource(s) engaged under the resulting contract to use individual protective equipment (medical or non-medical piece of equipment) while working on site.]

8.1 The following individual protective piece(s) of equipment is/are required while working on site:

* [insert needed equipment, e.g. face covering mask, gloves, protective shield, etc.]

It is the Bidder's responsibility to include the cost associated with the provision of personal protective equipment for its resources in their all-inclusive hourly rates for the duration of the contract.

9. COVID-19 vaccination requirement

[**Remarks to client:** pursuant to Policy Notification (PN)-152: include clause A3080T below for any solicitation occurring while the [COVID-19 vaccination requirement for supplier personnel](https://buyandsell.gc.ca/covid-19-vaccination-requirement-for-supplier-personnel) remains in effect. Important: as developments are ongoing, visit PSPC’s [Standard Acquisition Clauses and Conditions (SACC) Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) to review the below text against the most current version of A3080T and replace it as necessary.]

This requirement is subject to the [COVID-19 Vaccination Policy for Supplier Personnel](https://buyandsell.gc.ca/covid-19-vaccination-requirement-for-supplier-personnel). Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

## PART C: Basis of selection

### 1. Basis of selection method

**[REMARK TO CLIENTS:** Select one basis of selection from the options below, or include one of your own (excluding “Right-fit”) and delete those that do not apply.]

**OPTION 1: Lowest price responsive.**

**Lowest price responsive**

To be declared responsive, a bid must:

1. comply with all the requirements of the RFP,
2. meet all minimum mandatory criteria for the THS categor/ies identified in Part B; and,
3. meet all additional mandatory criteria included below, if any are identified

Bids not meeting (i) or (ii) or (iii) will be declared non-responsive. [Minimum mandatory criteria](https://www.tpsgc-pwgsc.gc.ca/app-acq/sat-ths/sat-thc-26112018-eng.html) for THS categories can be found on the [THS for the NCR website](https://www.tpsgc-pwgsc.gc.ca/app-acq/sat-ths/index-eng.html).

The bidder must clearly demonstrate how they meet each mandatory criteria. Bidders are advised that only listing experience without providing any supporting information or reusing the same wording as the RFP, will not be considered “demonstrated” for the purpose of this evaluation.

For each resume submitted, the bidder must ensure that:

* the proposed individual's name is clearly indicated
* the resume clearly states where, when and how the stated qualifications/experience of the individual were acquired, including contact information of a reference that can confirm the information provided
* the resume clearly demonstrates duties and relevance to the requirements

Furthermore, bidders are also advised that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project, will only be counted once.

The responsive bid with the lowest total evaluated price will be selected for award of a contract.

[**REMARKS TO CLIENTS:** Include additional mandatory criteria below or delete this section. Add and label additional tables for multiple categories as needed]

**Additional mandatory criteria:**

|  |  |  |
| --- | --- | --- |
| **Number**  | **Additional mandatory criteria**  | **Cross reference to proposal[bidder to insert]** |
| M1 |  [Insert data] |  bidder to insert |
| M2  |  [Insert data] |  bidder to insert |

**OPTION 2:**   **Lowest price per point.**

**Lowest price per point**

To be declared responsive, a bid must:

1. comply with all the requirements of the RFP,
2. meet all minimum mandatory criteria for the THS category/ies identified in Part B; and,
3. meet all additional mandatory criteria, if any are identified, and obtain the required minimum numbers of points included below.

Bids not meeting (i) or (ii) or (iii) will be declared non-responsive. [Minimum mandatory criteria](https://www.tpsgc-pwgsc.gc.ca/app-acq/sat-ths/sat-thc-26112018-eng.html) for THS categories can be found on the [THS for the NCR website](https://www.tpsgc-pwgsc.gc.ca/app-acq/sat-ths/index-eng.html).

The bidder must clearly demonstrate how they meet each mandatory criteria. Bidders are advised that only listing experience without providing any supporting information or reusing the same wording as the RFP, will not be considered “demonstrated” for the purpose of this evaluation.

For each resume submitted, the bidder must ensure that:

* the proposed individual's name is clearly indicated
* the resume clearly states where, when and how the stated qualifications/experience of the individual were acquired, including contact information of a reference that can confirm the information provided
* the resume clearly demonstrates duties and relevance to the requirements

Furthermore, bidders are also advised that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project, will only be counted once.

The responsive bid with the lowest evaluated price per point will be selected for award of a contract.

[**REMARKS TO CLIENTS:** Include additional mandatory criteria below or delete this section. Add and label additional tables for multiple categories as needed]

**Additional mandatory criteria:**

|  |  |  |
| --- | --- | --- |
| **Number**  | **Additional mandatory criteria**  | **Cross reference to proposal[bidder to insert]** |
| M1 |  [Insert data] |  bidder to insert |
| M2  |  [Insert data] |  bidder to insert |

**Point-rated criteria:**

[**REMARKS TO CLIENTS:** Include rated criteria below. Clients may consult PSPC’s [Departmental Standard Procurement Templates](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/4/15/1) for examples of rated criteria that can be used in a lowest price per point basis of selection.]

**OPTION 3: Highest combined rating of technical merit and price.**

**Highest combined rating of technical merit and price**

To be declared responsive, a bid must:

1. comply with all the requirements of the RFP,
2. meet all minimum mandatory criteria for the THS category/ies identified in Part B; and,
3. meet all additional mandatory criteria, if any are identified, and obtain the required minimum numbers of points included below.

Bids not meeting (i) or (ii) or (iii) will be declared non-responsive. [Minimum mandatory criteria](https://www.tpsgc-pwgsc.gc.ca/app-acq/sat-ths/sat-thc-26112018-eng.html) for THS categories can be found on the [THS for the NCR website](https://www.tpsgc-pwgsc.gc.ca/app-acq/sat-ths/index-eng.html).

The bidder must clearly demonstrate how they meet each mandatory criteria. Bidders are advised that only listing experience without providing any supporting information or reusing the same wording as the RFP, will not be considered “demonstrated” for the purpose of this evaluation.

For each resume submitted, the bidder must ensure that:

* the proposed individual's name is clearly indicated
* the resume clearly states where, when and how the stated qualifications/experience of the individual were acquired, including contact information of a reference that can confirm the information provided
* the resume clearly demonstrates duties and relevance to the requirements

Furthermore, bidders are also advised that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project, will only be counted once.

[**REMARKS TO CLIENTS:** Include additional mandatory criteria below or delete this section. Add and label additional tables for multiple categories as needed]

**Additional mandatory criteria:**

|  |  |  |
| --- | --- | --- |
| **Number**  | **Additional mandatory criteria**  | **Cross reference to proposal[bidder to insert]** |
| M1 |  [Insert data] |  bidder to insert |
| M2  |  [Insert data] |  bidder to insert |

[**REMARKS TO CLIENTS:** Include rated criteria below.

**Point-rated criteria:**

[**REMARKS TO CLIENTS:** Clients may consult PSPC’s [Departmental Standard Procurement Templates](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/4/15/1) for examples of rated criteria that can be used in a **Highest combined rating of technical merit and price** basis of selection.]

**Rated criteria determination:**

1. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be \_\_\_\_ % (*insert the percentage for technical merit*) for the technical merit and \_\_\_\_ % (*insert the percentage for price*) for the price.
2. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of \_\_\_\_ % (*insert the percentage for technical merit*).
3. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of \_\_\_\_ % (*insert the percentage for price*).
4. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
5. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where the selection of the contractor is determined by a 60/40 ratio of the technical merit and price, respectively.

|  |
| --- |
| **Basis of selection - highest combined rating of technical merit (60) and price (40)** |
| **Bidder:** | **Bidder A (for resource 3A)** | **Bidder B (for resource 3A)** | **Bidder C (for resource 3A)** |
| **Overall technical score(out of 60)** | 55 | 45 | 43 |
| **Bid resource price** | C$60.00  | C$55.00  | C$50.00 |

|  |  |  |  |
| --- | --- | --- | --- |
| **Calculations** | **a) Technical merit points (out of 60)** | **b) Price points (out of 40)** | **a)+b)=Total score** |
| **Bidder A - Resource 3A** | 55  | (($50\*− $60\*\*)/$50\*) +1 = 0.80.8 × 40\*\*\* = **32 price pts** | 87 points(winner for Resource 3A) |
| **Bidder B - Resource 3A** | 45  | (($50\*− $55\*\*)/$50\*) + 1 = 0.90.9 × 40\*\*\* = **36 price pts** | 81 points |
| **Bidder C - Resource 3A** | 43  | (($50\*− $50\*\*)/$50\*) + 1 = 11 × 40\*\*\* = **40 price pts** | 83 points |
|  |  |  |  |

\* the lowest evaluated price (bidder C in this example)

\*\* the respective bidders own bid price

\*\*\* the maximum price points available

**OPTION 4:** Consult the SACC manual clauses for any other method of selection

### 2. In the case of an identical resource or identical resources proposed by more than one bidder

Following validation of the consent or proof of employment, if the successful bidder’s proposed resource withdraws or becomes unable to provide the services before the contract award, the resource will no longer be considered from any other bidder who offered that same resource for the performance of the contract.

### 3. Replacement of a resource prior to contract award

If the successful bidder’s proposed resource recommended for the contract award withdraws and/or becomes unable to provide its services for the performance of the contract, at any time between the closing date and time of the RFP and the award of the contract, the bidder must immediately inform the contracting authority of the reason for the replacement.

The bidder must propose, at the same hourly rate indicated in its bid, one replacement who must meet all of the mandatory requirements contained in the RFP and, if applicable, obtains an equal or higher score obtained by the originally proposed resource on the point rated criteria of the RFP. Upon request by the contracting authority and within the time allowed (minimum of one business day), the bidder must provide the necessary information to allow assessment of the replacement, including but not limited to, its name, qualifications and experience. Failure to respond to the request will result in the bid being declared non-responsive.

### 4. Bid challenge and recourse mechanisms

Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada’s [Buy and Sell](https://buyandsell.gc.ca) website, under the heading “[Bid Challenge and Recourse Mechanisms](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms)” contains information on potential complaint bodies such as:

* Office of the Procurement Ombudsman (OPO)
* Canadian International Trade Tribunal (CITT)

Bidders should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Bidders should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART D: Resulting contract clauses

**[REMARKS TO CLIENT: It is recommended to use Form 9400-4 as page one of the contract. A copy of the form can be found in the** [supply arrangement procedures](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/4/10/25/1) **section of the PSPC Supply Manual]**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 1.0 Statement of work

The contractor must perform the work in accordance with the Statement of work at Annex A.

### 2.0 Standard clauses and conditions

All clauses and conditions identified in the contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)Manual issued by Public Services and Procurement Canada (PSPC).

**2.1 General conditions**

[2010B (2022-12-01) General conditions: Professional services (medium complexity)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010B/22) apply to and form part of the contract.

### 3.0 THS resulting contract clauses

The resulting contract clauses enumerated in the contractor’s THS for the NCR [supply arrangement](https://www.tpsgc-pwgsc.gc.ca/app-acq/sat-ths/fournisseurs-suppliers/srvtmp-spparg-eng.html) apply to and form part of the contract.

### 4.0 Security requirement

**[REMARK TO CLIENTS: Use either the statement below if there is no security requirement, or enter the applicable security clauses that have been provided to your client by the Contract Security Program (CSP). In the case of the latter, include the complete SRCL at Annex C.]**

There is no security requirement associated with this requirement.

**4.1 Use of individual protective equipment and Occupational Health and Safety (OHS) guideline(s)**

The Contractor warrants that its resources will follow at all times the OHS guidelines in force in the workplace during the contract period. Canada reserves the right to modify the OHS guideline, if required, to include any future recommendations proposed by the Public Health Agencies.

### 5.0 Term of contract

**5.1 Period of contract**

The period of the contract is from \_*insert date*\_\_ to \_\_ *insert date* \_\_\_

**5.2 Maximum duration of contracts**

A contract awarded under the THS for the NCR supply arrangement must not exceeds 48 consecutive weeks including all absences.

On an exceptional basis only, a contract may be amended to extend the duration of an assignment period up to a maximum of 24 consecutive weeks beyond the limit of 48 consecutive weeks (example total extended duration must not exceed 72 consecutive weeks) on the condition that the following requirements are met:

1. the duration of the assignment period, including any contract amendments that impact the assignment period, must be more than 40 consecutive weeks;
2. the amendment to extend the duration of the assignment period must be issued after the first 40 consecutive weeks of the assignment period; and
3. the contracting authority must notify THS for the NCR of the issued amendment by email within 2 business days of issuing the amendment.

The contractor agrees that, during the extended periods of the contract, it will be paid in accordance with the applicable provisions as set out in Annex B: Basis of payment.

### 6.0 Authorities

**6.1 Contracting authority**

The contracting authority for the contract is:

Name: [\_\_\_\_\_\_\_\_\_\_]

Title: [\_\_\_\_\_\_]

Department: [\_\_\_\_\_\_]

Address: [\_\_\_\_\_\_]

Telephone: [\_\_\_\_\_\_]

E-mail address: [\_\_\_\_\_\_]

The contracting authority is responsible for the management of the contract and any changes to the contract must be authorized in writing by the contracting authority. The contractor must not perform work in excess of or outside the scope of the contract based on verbal or written requests or instructions from anybody other than the contracting authority.

**6.2 Technical authority**

The technical authority for the contract is:

[*To be inserted at contract award*]

The technical authority is the representative of the department or agency for whom the work is being carried out under the contract and is responsible for all matters concerning the technical content of the work under the contract. Technical matters may be discussed with the technical authority; however, the technical authority has no authority to authorize changes to the scope of the work. Changes to the scope of the work can only be made through a contract amendment issued by the contracting authority.

**6.3 Contractor's representative**

[*To be inserted at contract award*]

### 7.0 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 [Public Service Superannuation Act](http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html)  (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](https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html)of the Treasury Board Secretariat of Canada.

### 8.0 Payment

**8.1 Basis of payment**

The contractor will be paid for the actual hours worked at the firm hourly rates in Annex B: Basis of payment. The contractor will be paid an initial half hour minimum charge calculated from the time the contractor's employee arrives on-site. Customs duties are included and applicable taxes are extra.

**8.1.1 Travel and living expenses [REMARK TO CLIENTS: use the below if there is no travel anticipated, or input a travel expense clause of your choice]**

Canada will not accept any travel and living expenses incurred by the contractor in the performance of the work, for:

 (i) services provided within the National Capital Region (NCR). The National Capital Region (NCR) is defined in the *National Capital Act* (*Revised Statutes of Canada)*, 1985, c.N-4, S.2. The *National Capital Act* is available on the Justice website: <https://laws.justice.gc.ca/eng/acts/N-4/>

 (ii) any travel between the contractor's place of business and the NCR.

**8.2 Method of payment**

Canada will pay the contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the contract if:

* an accurate and complete invoice and any other documents required by the contract have been submitted in accordance with the invoicing instructions provided at 8.2.1 below;
* all such documents have been verified by Canada;
* the work performed has been accepted by Canada.

**8.2.1 Invoices**

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

**[REMARK TO CLIENTS: insert the name and address of the appropriate organization. NOTE: If the name and address you provide is different than that of the contracting authority, make sure to add the following text on a separate line: “One (1) copy must be forwarded to the contracting authority identified under section "6.1 Contracting authority”.]**

### 9.0 Certifications compliance

 Unless specified otherwise, the continuous compliance with the certifications provided by the contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the contract and failure to comply will constitute the contractor in default. Certifications are subject to verification by Canada during the entire period of the contract.

**9.1 Compliance with on-site measures, standing orders, policies, and rules**

The contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the work is performed.

### 10.0 Applicable laws

The contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. [*May be revised by contractor before contract award*]

### 11.0 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.

1. The Articles of Agreement
2. the THS for the NCR supply arrangement (SA) [resulting contract clauses](https://www.tpsgc-pwgsc.gc.ca/app-acq/sat-ths/fournisseurs-suppliers/srvtmp-spparg-eng.html)
3. [2010B (2022-12-01) General conditions: Professional services (medium complexity)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010B/22)
4. Annex A: Statement of work
5. Annex B: Basis of payment
6. the Security requirements check list at Annex C (if applicable)
7. the contractor's bid dated \_\_\_\_\_\_\_ [*To be inserted at contract award*]

### 12.0 Discretionary audit - non-commercial goods and/or services

The estimated amount of profit included in the contractor's price or rate certification is subject to audit by Canada, before or after payment is made to the contractor under the conditions of the contract. The purpose of the audit would be to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the contractor on a series of negotiated firm price and fixed-time rate contracts performed during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).

If the audit demonstrates that the actual profit is not reasonable and justifiable, as defined above, the contractor must repay Canada the amount found to be in excess.

### 13.0 Foreign nationals (Canadian contractor)

The contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the contract. If the contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

### 14.0 Dispute resolution

1. The parties agree to maintain open and honest communication about the work throughout and after the performance of the contract.
2. 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.
3. 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.
4. Options of alternative dispute resolution services can be found on Canada’s Buy and Sell website under the heading “[Dispute Resolution](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution)”.

15.0 Insurance **[REMARKS TO CLIENT:**  Select one of the following options to include and delete the other]

The contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the contractor is at its own expense and for its own benefit and protection. It does not release the contractor from or reduce its liability under the contract.

OR:

The contractor must comply with the insurance requirements specified below. The contractor must maintain the required insurance coverage for the duration of the contract. Compliance with the insurance requirements does not release the contractor from or reduce its liability under the contract.

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

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

**[REMARK TO CLIENTS: Insert custom insurance for your requirement.]**

16.0 Defence Production Act [**REMARKS TO CLIENT:** Include if applicable]

SACC Manual clause A9006C (2012-07-16) Defence Contract

## ANNEX A – Statement of work

[**REMARK TO CLIENTS: Insert a completed statement of work (SOW) here.** [General Instructions for the Preparation of a Solicitation](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/4/30) **are available for client department use, and this includes links to SOW writing guides. However, a statement of work for a temporary help requirement differs from the standard professional services SOW in a few key ways:**

* **Near the beginning of your SOW (perhaps in the Overview, Scope or Objective section) please ensure that you explain which of the following three conditions under which the THS for the NCR supply arrangement applies for your requirement:**
	+ **a public servant is absent for a temporary period of time**
	+ **there is a requirement for additional staff during a temporary workload increase, in which there is an insufficient number of public servants available to meet the requirement**
	+ **an existing position is vacant and staffing action is being completed**
* **Please note that “temporary workload increase” is meant to cover additional levels of effort in existing work tasks.**
* **Do not include deliverable or milestones in the list of resource tasks. If you need to communicate project timeline, deliverable or deadline information to the bidder, include it in the Background or Scope sections in a way that does not tie it to payment.**
* **If your requirement includes a need for the resource to meet specific deliverables or milestones, professional services methods of supply must be considered, such as** [ProServices](https://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/index-eng.html) **,**[Tasks and Solutions Professional Services (TSPS)](https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spcts-tsps-eng.html)  **or** [Task-Based Informatics Professional Services (TBIPS)](https://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/index-eng.html)**.**
* **Resource tasks may be drawn from the existing work descriptions of the absent or unstaffed position(s), but be mindful not to copy-paste all of a position’s work tasks in their entirety, if at all possible. Only the tasks most relevant to the temporary help period should be included.**
* **Include all workplace-related information necessary.]**

## ANNEX B – Basis of payment

The winning bidder’s rates will be included here at the time of contract award.

## ANNEX C – Security requirements check list

[**REMARK TO CLIENTS:** Use the following sentence or insert the complete security requirements check list (SRCL), if applicable. If you are using one or more of PSPC’s [common SRCLs](https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html%20%5D), you may enter its number and a URL to its location on PSPC’s website.]

There is no security requirement associated with this requirement

## PART E: Bidder response form

In addition to providing a completed version of this form, it is the Bidder's responsibility to include all relevant information required to meet all RFP requirements and evaluation criteria.

**Bidder information:**

Legal name of bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Procurement Business Number (PBN) of bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Bidder’s representative:**

Name and title of person authorized to sign on behalf of the bidder:

Name of authorized bidder representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Telephone no. of authorized bidder representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address of authorized bidder representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The bidder:**

Is submitting a bid in response to this RFP:  **YES** \_\_\_\_ **NO** \_\_\_\_\_

**Proposed resource(s) pricing** [**REMARK TO CLIENTS: Add rows as required.** Insert information below that matches the table information provided in Part B, Section 3]

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Resource ref number / Name of resource** | **Category & level of expertise** | **Required personnel security screening** | **Bilingual (Y/N)** | **Firm hourly rate\*** | **Estimated total hours** | **Total estimated cost (GST/HST excluded)** |
|  | [insert information] | (e.g., Secret) |  (e.g., yes) | $ | [insert number] |  $ |
| **Sub-total:** |  $  |
| **Applicable taxes:** |  $ |
| **Total bid price:** |  $ |

\*The hourly rate for the proposed resource must remain the same in the event that the bidder submits more than 1 resume for a specific category.

**Certifications precedent to contract award**

The certifications set out below are to be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the contracting authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The contracting authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the contracting authority for additional information will also render the bid non-responsive.

* 1. **Integrity Provisions – required documentation**

By submitting a bid, the bidder certifies that the bidder and its Affiliates are in compliance with the provisions as stated in [Section 01 Integrity Provisions – Bid of Standard Instructions – Foods or Services – Competitive Requirements](https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat/1/2004/16%22%20%5Cl%20%22dispositions-relatives-a-l-integrite). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

Pursuant to section 01 of Standard Instructions 2003, bidders who are incorporated or a sole proprietorship, including those bidding as a joint venture, must submit a complete list of names of all individuals who are currently directors of the bidder, or the name of the owner, as applicable. Bidders bidding as societies, firms or partnerships do not need to provide a list of names. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete Consent to a Criminal Record Verification form and provide associated information. Consult sections [4.21](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/4/21). Integrity Provisions, [5.16](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/5/16). Integrity Compliant, and [8.70.2](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/8/70/2). Compliance with the Integrity Provisions of the Supply Manual.

* 1. **Federal Contractors Program for Employment Equity - bid certification**

By submitting a bid, the bidder certifies that the bidder, and any of the bidder's members if the bidder 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 (ESDC) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website.

Canada will have the right to declare a bid non-responsive if the bidder, or any member of the bidder if the bidder is a joint venture, appears on the “FCP Limited Eligibility to Bid list at the time of contract award.

* 1. **Price certification**

The bidder must provide, on Canada's request, one or more of the following price support, if applicable:

1. a current published price list indicating the percentage discount available to Canada; or
2. copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
3. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
4. price or rate certifications; or
5. any other supporting documentation as requested by Canada.
	1. **Consent and replacement of resource**

The bidder must provide a written/electronic consent signed by the proposed resource or resources before the closing date and time of this RFP. In cases where the proposed resource is a full time employee of the bidder, a proof of employment signed by an authorized representative of the bidder, such as Chief Financial Officer or Human Resource Director must be provided.

To be considered valid, the written/electronic consent or proof of employment must have been obtained/signed during the solicitation period and reference the solicitation number**.** It must also include a statement confirming the availability of the resource for the performance of the contract during the period mentioned in the RFP.Failure to provide the proper documentation will result in the bid being declared non-responsive.

By providing either a written/electronic consent or proof of employment, the bidder certifies that the information included on the consent or proof of employment for the proposed resource, for this requirement, is true and accurate.

1. **Former public servants (FPS) in receipt of a pension**

As per the definition provided under SACC Manual clause [A3025T](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A3025T/9) -Former Public Servant - Competitive (2020-05-04) 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. the name of former public servant

b. the 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 of the Treasury Board Secretariat of Canada](https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html) and the [Guidelines on the Proactive Disclosure of Contracts.](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676)

1. **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*](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13593)?

Yes ( ) No ( )

If so, the bidder must provide the following information:

a. the name of former public servant

b. the conditions of the lump sum payment incentive

c. the date of termination of employment

d. the amount of lump sum payment

e. the rate of pay on which lump sum payment is based

f. the period of lump sum payment including start date, end date and number of weeks

g. the number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program

[**REMARK TO CLIENTS:** include certification below for any solicitation occurring while the *COVID-19 Vaccination Policy for Supplier Personnel* remains in effect]

1. **COVID-19 vaccination requirement certification**

In accordance with the [COVID-19 Vaccination Policy for Supplier Personnel](https://buyandsell.gc.ca/covid-19-vaccination-requirement-for-supplier-personnel), all bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification below to be given further consideration in this procurement process. This certification will then be incorporated into and form a binding part of any resulting contract.

[**REMARK TO CLIENTS: Insert the most current version of** [A3081T (“COVID-19 vaccination requirement certification”)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A3081T/1)**, excluding the opening paragraph above.**]

**By submitting a bid, the bidder confirms they understand and acknowledge the above terms and conditions.**

**Person authorized to sign on behalf of the bidder or the Firm (print name):**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**