

**REQUEST FOR STANDING OFFERS**

**EXECUTIVE COUNSELLING SERVICES  
FOR  
THE PUBLIC SERVICE COMMISSION**

**SOLICITATION DATE : Wednesday October 15, 2014**

**CLOSING DATE AND TIME: Monday November 24, 2014, at 2 :00 p.m. Eastern Standard Time**

**Standing Offer Authority:**            **Angèle Fortier-Renaud**  
Tel: (819) 420-8381  
Fax: (819) 420-8368  
Email: [Angele.Fortier-Renaud@cfp-psc.gc.ca](mailto:Angele.Fortier-Renaud@cfp-psc.gc.ca)

**Back-up:**                                **Michelle Brault**  
Tel: (819) 420-6462  
Fax: (819) 420-8368  
Email: [Michelle.Brault@cfp-psc.gc.ca](mailto:Michelle.Brault@cfp-psc.gc.ca)

(The Standing Offer Authority is responsible for establishing and administering the contract.)

**Proposal Submission:**

**For delivery by courier:**

Bid Receiving  
SOLICITATION NUMBER: **D1120-14-8001**  
Public Service Commission c/o SCI  
Procurement Services, 12<sup>th</sup> Floor  
465 Industrial Ave.  
Ottawa, Ontario K1G 0Z1

Attention: Angèle Fortier-Renaud

**For in-person drop-off :**

Bid Receiving  
SOLICITATION NUMBER: **D1120-14-8001**  
Public Service Commission  
Procurement Services  
22 Eddy Street, 12<sup>th</sup> Floor, Room 12017  
Gatineau, Québec K1A 0M7

**IMPORTANT: (In-Person Drop-Off)**  
Please call the Standing Offer authority from the  
commissionaire's desk upon arrival.

**It is strongly recommended that the bidder contact the  
Standing Offer Authority or the backup and schedule an in-  
person drop-off. It is solely the bidder's responsibility to  
ensure that the proposal is received at the address above by  
the closing date and time.**

## Table of Contents

### **PART 1: GENERAL INFORMATION**

1. Summary
2. Security Requirement
3. Interpretation
4. Office of the Procurement Ombudsman (OPO)

### **PART 2: BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Aboriginal Suppliers-Self-Identification
3. Submission of Bids
  - 3.1 Bid Preparation Instructions
  - 3.2 Section I: Technical Bid
  - 3.3 Section II: Financial Bid
4. Enquiries-Request for Standing Offers
5. Applicable Laws

### **PART 3: EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Mandatory Proposal Criteria
3. Mandatory Technical Criteria
4. Rated Criteria
5. Financial Evaluation
6. Basis of Selection – Lowest Price Per Point

### **PART 4: CERTIFICATIONS**

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

1. Federal Contractors Program for Employment Equity
2. Former Public Servant Certification
3. Status and Availability of Resources
4. Conflict of Interest
5. Certificate of Independent Bid Determination
6. Language Certification

## **PART 5: STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

1. Bid
2. Standard Clauses and Conditions
3. Period of Standing Offer
4. Authorities
  - 4.1 Standing Offer Authority
  - 4.2 Project Authority
5. Call-up Procedures/Allocation of Work
6. Call-up Instrument
7. Limitations of Call-ups
8. Cancellation of Work Authorization
9. Priority of Documents
10. Status and Availability of Resources
11. Closure of Government Offices

### **B. RESULTING CONTRACT CLAUSES (FOR CALL-UP)**

- Appendix "A"- General Conditions of a Service Contract
- Appendix "B"- Supplementary Conditions of a Service Contract
- Appendix "C"- Terms of Payment of a Service Contract
- Appendix "D"- Statement of Work
- Appendix "E"- General Conditions-Standing Offers- Goods or Services
- Appendix "F"- Standard Instructions-Request for Standing Offers-Goods or Services-Competitive Requirements
- Appendix "G"- Basis of Payment
- Appendix "H"- Resource Information Sheet
- Appendix "I"- Security Requirements Check List (SRCL)
- Appendix "J - Confidentiality Agreement

**Proposal to the Public Service Commission  
Bidder Information and Authorization**

<b>Bidder Name and Address:</b>
<b>Legal Status (incorporated, registered, etc.)</b>
<b>GST or HST Registration Number and/or Business Identification Number (The Canada Revenue Agency):</b>

**Name and Title of Person authorized to sign on behalf of Bidder:**

Print Name	Title
Signature	Date

**Central Point of Contact:**

The Bidder has designated the following individual as a central point of contact for all matters pertaining to the proposed standing offer agreement, including the provision of all information that may be requested:

Name	Title
Telephone	Fax
E-Mail	

**Each proposal must include a copy of this page properly completed and signed. The Bidder's signature indicates acceptance of the terms and conditions set out herein.**

**NOTE: It is the Bidder's responsibility to contact the Standing Offer Authority as soon as possible if there are any changes to the Bidder's contact information. The PSC's main method of communicating with Bidders is via email; therefore, it is the Bidder's responsibility to ensure that they verify their email account for important information during both the solicitation period, and the resulting standing offer period. The PSC is under no obligation to contact the Bidder via any other means (such as phone, fax or mail), and should the Bidder miss important deadlines sent to their email address identified above, it will be at no fault of the PSC (unless the Bidder has previously advised the Standing Offer Authority of a change in their email address).**

## **PART 1 - GENERAL INFORMATION**

### **1. Summary**

This is a Request for Standing Offers (RFSO) for the establishment of multiple Standing Offers to satisfy the requirements of the Public Service Commission (PSC) for **Executive Counselling Services** on an “as and when requested” basis for a period commencing on the date of the Standing Offer Authorization and terminating **one** year later, with provisions to extend the period for three (3) additional one-year periods. Any extensions of the Standing Offer period will be done under the same terms and 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 PSC will consider entering into Standing Offers with Bidders offering the most acceptable proposals determined in regards to the evaluation factors set out in this RFSO.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT), the Canada –Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA).

### **2. Security Requirement**

There is a security requirement associated with the requirements of the Standing Offer.

Before issuance of a Standing Offer, the following conditions must be met:

- a) The Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Appendix “D” – Statement of Work, Section 8.0 – Security Requirements - Standing Offer;
- b) The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

The PSC will not delay the issuance of any Standing Offer to allow bidders to obtain the required clearance.

### **3. Interpretation**

In this RFSO and any resulting Standing Offer or Call-up, unless the context otherwise requires:

1. "Call-up" means an order issued by the Call-up Authority duly authorized to issue a Call-up against a particular Standing Offer. Issuance of a Call-up to the Bidder constitutes acceptance of its Bid and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Bidder for the goods, services or both described in the Call-up;
2. "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Public Service Commission.
3. "Bidder" means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Canada under the Standing Offer;
4. "Standing Offer" means the written offer from the Bidder, the clauses and conditions, these general conditions, Appendixes and any other document specified or referred to as forming part of the Standing Offer;
5. "Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Bidder, to act as the representative of Canada in the management of the Standing Offer.

#### 4. Office of the Procurement Ombudsman (OPO)

The OPO was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

## PART 2 – BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

The attached Appendix “A”, General Conditions, Appendix “B”, Supplementary Conditions, Appendix “C”, Terms of Payment, Appendix “D” Statement of Work, Appendix “E” General Conditions – Standing Offers-Goods or Services, Appendix “F” – Standard Instructions – Request for Standing Offers-Goods or Services-Competitive Requirements, Appendix “G” – Basis of Payment, Appendix “H” – Resource Information Sheet, Appendix “I” Security Requirements Check List, and Appendix “J” — Confidentiality Policy and Agreement are hereby incorporated into and form part of this solicitation. **Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by such instructions.**

All Bidders submitting proposals shall maintain the confidentiality of all information, documents, and material, whether in oral, written, or machine readable form furnished by the PSC and shall not communicate such information, documents or materials to any third party without the prior consent of the PSC.

### 2. Aboriginal Suppliers - Self-identification

The PSC has made a commitment to increase contracting actions between the federal government and Aboriginal businesses, in accordance with The Procurement Strategy for Aboriginal Business. In order to assist the PSC in reporting contracting activities with Aboriginal businesses, it is important that Aboriginal Bidders identify themselves as such by completing and providing appropriate Certification Requirements which have been developed by the Aboriginal Affairs and Northern Development Canada.

### 3. Submission of Bids

Bidders MUST submit **4 hard copies** of the **Technical Proposal** and **2 hard copies** of the **Financial Proposal** to the Public Service Commission (see page 1 for complete address) no later than **Monday, November 24, 2014 at 2:00 PM Eastern Standard Time**. It is the responsibility of the Bidder to ensure that proposals are received at the required address before the closing date and time, and are provided in accordance with Part 3.1 – Bid Preparation Instructions. **Proposals will not be accepted after 2:00 PM Eastern Standard Time and will be returned unopened to the sender.**

Proposals should be concise and should address, but not necessarily be limited to, the evaluation criteria and selection method. Bids will be evaluated solely on their content. Evaluation criteria not addressed will be given a score of zero. It is the responsibility of the Bidder to obtain clarification of the requirements contained, herein, if necessary prior to submitting a bid using the procedure described in Section 4.

Due to the high risk of technical difficulties and unsecured equipment, electronic transmission of proposals by such means as electronic mail, facsimile, or commercial telex is not considered to be practical and therefore **will not be accepted.**

### **3.1 Bid Preparation Instructions**

The PSC requests that Bidders provide their Bid in separately bound sections and in separate envelopes as follows:

- Section I: Technical Bid (**4 hard copies**)
- Section II: Financial Bid (**2 hard copies**)

Prices must appear in the Financial Bid only. No prices must be indicated in any other section of the bid. Non-compliance with this condition (for that reason alone) may result in bid disqualification.

The PSC requests that Bidders follow the format instructions described below in the preparation of their bid.

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to that of the Request for Standing Offers;
- c) Include the certifications as a separate section of the Technical Bid.

### **3.2 Section I: Technical Bid**

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

The Technical Proposal shall clearly address the following aspects:

- a) Mandatory Proposal Requirements
- b) Mandatory Technical Requirements

The Technical Proposal must demonstrate compliance with all mandatory proposal requirements and must demonstrate how each proposed resource meets the mandatory technical requirements set out in PART 3 – Evaluation Procedures and Basis of Selection. The Technical Proposal must respond to each of the Mandatory Requirements demonstrating how the qualifications including experience of the proposed resources satisfy the requirement. As outlined in PART 3 – Evaluation Procedures and Basis of Selection – bidders should use the tables provided in order to provide a structured response. Sufficient details including dates, titles, functions, activities, achievements and degrees, etc., must be provided to demonstrate that the requirement is met. Failure to provide sufficient details may result in a non-compliant proposal. Bidders **must** include a curriculum vitae (CV) or résumé of a proposed resource to provide a summary of the qualifications and experience of the individual.

**Proposals should be structured so that responses for each proposed resource are separate from any other proposed resource.**

### **3.3 Section II: Financial Bid**

Bidders must submit their Financial Bid in accordance with the Appendix “G” - Basis of Payment. The total amount of Goods and Services Tax, Quebec Sales Tax, Provincial Sales Tax or Harmonized Sales Tax is to be shown separately, if applicable.

Bidders **MUST** propose:

- a Firm All-inclusive Hourly Rate for Direct Client Services that does not exceed the **Maximum** All-inclusive Hourly Rate of \$110.00.

Attendance at the Orientation Session described in Appendix “D” – Statement of Work shall be at no expense to The Crown.

For ease of submission, Bidders may complete the table in Appendix “G” - Basis of Payment as part of its Financial Proposal.

During the bid evaluation period, Bidders may or may not be required to clarify the details included in bids. Information shall be made available to the PSC within three (3) working days of receipt of a request. Information or clarifications submitted after the three (3) working day deadline will not be accepted. The PSC is under no obligation to request clarification(s) from the Bidder, therefore it is in the Bidder's best interest to include complete, descriptive information in its proposal.

#### 4. Enquiries – Request for Standing Offers

All enquiries must be submitted in writing (either by regular mail or electronic mail) to the PSC Standing Offer Authority (identified on page one (1) of the solicitation document) on or before **four (4) calendar days** before the RFSO closing date. All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the **Standing Offer Authority (or his or her Backup)** named on page one (1) of the solicitation. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of bids.

Bidders should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable PSC 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 PSC determines that the enquiry is not of a proprietary nature. PSC may edit the questions or may request that Bidders do so, so that the proprietary nature of the question is eliminated, and the enquiry together with the response can be distributed to all Bidders either through a posting on the Government Electronic Tendering Services (GETS) or through electronic mail. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by the PSC.

#### 5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in Québec

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their Bid, 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 Bidders.



## PART 3 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- a) Bids 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 the PSC will evaluate the bids.

#### **1.1 Evaluation Process:**

The evaluation will be conducted in two steps:

Step 1: Proposals will be evaluated to ensure compliance with the Mandatory Proposal Requirements.

After a proposal has been determined to be compliant, each proposed resource will be evaluated individually, independent of any other proposed resource included in the proposal in Step 2.

Step 2: The information submitted for each proposed resource by the Bidder in its proposal will be evaluated for compliance with the **Mandatory Technical Requirements**. Where a response does not adequately respond to a Mandatory Technical Requirement, the individual proposed resource will not be considered further. Failure of one proposed resource offered in a proposal will not impact the evaluation of any of the other proposed resources.

Bidders are reminded that they must respond to each Mandatory Requirement sufficiently to demonstrate compliance. Requirements that are not addressed will be deemed as not meeting the Mandatory criteria. Dates, position titles, functions, organizations must be specified and described in sufficient detail to enable a full evaluation.

#### **1.2 Selection for Standing Offers:**

The Public Service Commission will award 60 Standing Offers for Executive Counselling services, in the manner described in section 6. – Basis of Selection.

#### **1.3 Definitions:**

The following definitions concern the technical requirements for this request for standing offer:

For the purposes of these definitions, “employed” also means “previously having been employed” and “an employee” or “an Executive” includes “a “previous employee” or “previous Executive”.

1. The term “managerial responsibilities” includes managing projects, operations or deliverables, as well as a budget and human resources.
2. The term “manager” applies to any individual employed by an organization with a workforce of at least 100 employees (permanent, full-time, part-time) who has occupied a management position to which at least **one level of staff** reported and who has been responsible for human and financial resources in the administered sector.
3. The term “executive” applies to any individual employed by an organization with a workforce of at least 300 employees (permanent full-time or part-time) who has occupied a management position to which at least one level of managers (may include a level of employees who have supervisory responsibilities over staff) reported directly or indirectly, and who regularly communicated directly with Senior Executives or the highest levels of management in the organization (e.g., Chief Executive Officer (CEO), Board of Directors) and who has been accountable for human and financial resources in the administered sector.
4. The term “senior executive” applies to any individual employed by an organization with a workforce of at least 300 employees (permanent full time or part-time) who has occupied a management position to which at least one level of executives reported directly, and who regularly communicated directly with the highest levels of management in the organization (e.g., Chief Executive Officer (CEO), Board of Directors) and

who has been accountable for human and financial resources in the administered sector OR who has occupied a position that is the highest level of management in the organization (e.g. Chief Executive Officer (CEO), Board of Directors, etc.).

5. The term “organization” includes companies, corporations, Government of Canada or provincial, municipal, or territorial departments, agencies, Crown Corporations, special operating agencies, government agencies and including but not limited to Business Centers, Sections, Units, Divisions, Directorates and Branches.
6. “Employed” does not count acting appointments toward the experience required for mandatory requirements.
7. A “year” means 12 consecutive or cumulative months, as specified, for the purposes of mandatory requirements.

**2. Mandatory Proposal Criteria:**

All bids will be evaluated against the following Mandatory Proposal Requirements. Proposals that do not meet ALL of the following Mandatory Proposal Requirements will be deemed non-compliant, will not be given further consideration, and the proposed resources will not be evaluated.

**Table 2.1 – Mandatory Proposal Requirements**

Item #	Mandatory Proposal Requirements	Cross-Reference to Proposal (Please indicate section and page # as appropriate)	Met/Not Met (Column for PSC use only)
MPR.1	<p>A completed and signed “Proposal to the Public Service Commission Bidder Information and Authorization” form as provided on Page 4 (page after Table of Contents) of this solicitation document <b>MUST</b> be included in the technical proposal portion of the proposal. The Bidder’s signature indicates acceptance of the terms and conditions set out herein.</p> <p><b>Bidders who do not submit the “Proposal to the Public Service Commission Bidder Information and Authorization” form with their proposals will have 72 hours (three business days) to provide it. If the copies are not provided within the 72 hours, the proposal will be deemed non-compliant.</b></p>		
MPR.2	<p>The Bidder <b>MUST</b> submit with its technical proposal, completed and signed copies of all certification clauses provided in <b>PART 4 - CERTIFICATIONS</b>.</p> <p><b>Bidders who do not submit the copies duly completed and signed with their proposals will have 72 hours (three business days) to provide them. If the copies are not provided within the 72 hours, the proposal will be deemed non-compliant.</b></p>		

<p><b>MPR.3</b></p>	<p>The Bidder <b>MUST</b> submit a completed <b>Appendix “H” – Resource Information Sheet</b> for <b><u>each proposed resource</u></b>.</p> <p><b>Bidders who do not submit the copies duly completed with their proposals will have 72 hours (three business days) to provide them. If the copies are not provided within the 72 hours, the proposal will be deemed non-compliant.</b></p>		
<p><b>MPR.4</b></p>	<p>The Bidder <b>MUST <u>have for each proposed resource a completed and signed</u></b> copy of <b>APPENDIX “J” – Confidentiality Agreement</b>.</p> <p><b>Bidders who do not submit duly completed and signed copy for each proposed resource with their proposals, will have 72 hours (three business days) to provide them. If the copies are not provided within the 72 hours, the proposal will be deemed non-compliant.</b></p>		
<p><b>MPR.5</b></p>	<p>A curriculum vitae (CV) or résumé of the proposed resource(s) <b>MUST</b> be included in the proposal. The CV should be detailed and chronological (ex.: June 1, 2009 to September 30, 2014).</p>		

**3. Mandatory Technical Criteria:**

For a proposed resource to be considered further, all of the following mandatory requirements **MUST** be met. Proposed resources who do not meet all the Mandatory Technical Criteria will be deemed non-compliant and will not be considered further.

To facilitate the evaluation and to ensure that sufficient information is provided to permit a complete evaluation, it is **strongly** suggested that the résumé of each proposed individual be presented using the following format:

- A. Name of bidder and name of proposed individual.
- B. Position, title or affiliation with bidder.
- C. Security clearance level of the individual.
- D. Relevant academic and/or professional qualifications.
- E. Career summary:
  - a. Individual’s detailed employment history;
  - b. Past experience relevant to the evaluation criteria;
  - c. Organization(s) where the individual was employed, including:
    - i. Organization name and total workforce (permanent full-time or part-time);
    - ii. Positions occupied, including start and end dates (mm-yy);
    - iii. Individual’s hierarchical level in the organization;
    - iv. Reporting structure both below and above the individual’s position. Bidders should include an organizational chart to demonstrate or support the information provided.

Table 3.1 – Mandatory Technical Requirements

Item #	Mandatory Technical Requirements	Cross-Reference to Proposal (Please indicate section and page # as appropriate)	Met/Not Met (Column for PSC use only)
<b>MANAGEMENT EXPERIENCE</b>			
<b>MT.1</b>	<p>The proposed resource <b>MUST</b> have a minimum of ten (10) consecutive years employed as an executive (or higher), which <b>MUST</b> include a minimum of (3) consecutive years of experience as a Senior Executive.</p> <p>If the proposed resource’s most recent employment as a Senior Executive has concluded within a period that is equal or less than six (6) years from the date of bid closing (OR, if the proposed resource is still employed as a Senior Executive), then the proposed resource <b>MUST</b> have a minimum of seven (7) consecutive years employed as an executive (or higher), which <b>MUST</b> include a minimum of 2 consecutive years of experience as a Senior Executive.</p>		
<b>EXPERIENCE GAINED IN COACHING, ON COMPETENCIES, MANAGEMENT &amp; LEADERSHIP, ON EMPLOYMENT EQUITY ISSUES OR ON THE PUBLIC SERVICE</b>			
<b>MT.2</b>	<p><b>The proposed resource MUST have acquired, as a minimum, a combination of the following experience that is equal to at least 150 points.</b></p> <p>If a proposed resource does not demonstrate experience equal to at least 150 points, this mandatory requirement will be evaluated as NOT MET.</p> <p><b>1) Formal Coaching (75 points per year cumulative of involvement)</b> Mentoring or providing career advice to clients, including aspiring executives and current executives on career or work related issues, through a systematic or formal process or structure (e.g., career development programs or services).</p>		

<p><b>MT.2</b> <b>(cont'd)</b></p>	<p><b>2) Experience with Federal Public Service matters (50 points per cumulative year of involvement)</b></p> <p>Public Service related matters, studies or consultation for the federal Public Service, contributing to the Public Service through either or a combination of the criteria below.</p> <p>a. Having completed a university degree, course, diploma, certificate, etc. involving an in-depth study of the federal public service, issues related to Employment Equity, Management or Leadership. To count as one year, the course undertaken must be of a duration of at least one year OR a combination of relevant courses completed over a period of at least one year;</p> <p>And/or</p> <p>b. having worked closely with the federal public service during an assignment such as with a Member of Parliament (MP) or a Minister, having been a member of a central or a cross-organizational consultative committee at the highest management levels;</p> <p>And/or</p> <p>c. having done contract work related to the resource's professional/leadership/management credentials, for a significant federal public sector initiative or project (e.g. nationwide enquiry while employed in the private sector).</p> <p><b>3) Informal experience providing career guidance (50 points per cumulative year of involvement)</b></p> <p>This includes mentoring managers/executives, leading talent management initiatives, teaching on leadership or management matters, champion or lead functional community initiatives, lead or champion initiatives involving leadership competencies or Employment Equity issues, etc.</p> <p>Bidder MUST specify under which organization, initiative etc. the experience was gained for the experience to be considered.</p>		
--	---	--	--

<b>EDUCATION</b>			
<b>MT.3</b>	<p>The proposed resource <b>MUST</b> possess as a minimum, a post-secondary diploma from a recognized Canadian university or college or a post-secondary diploma recognized by a Canadian credentials assessment service or Canadian legally mandated professional regulatory body if obtained outside Canada.</p> <p>The proposed resource <b>MUST</b> provide documentation (such as a copy of diploma) to confirm education.</p> <p><b>Bidders who do not submit the requested documentation with their proposal will have 72 hours (three business days) to provide them. If the documents are not provided within the 72 hours, the resource will be deemed non-compliant.</b></p>		

**5. Financial Evaluation**

The Bidder must include a completed Appendix “G” – Basis of Payment in its proposal.

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded.

Should the Bidder submit different prices/rates for each of its compliant proposed resources, the average of the Bidder’s proposed All-inclusive Hourly Rate for Executive Counselling will be used. A Bid Evaluation Value (BEV), will be used for evaluation purposes only, if necessary as defined in Section 6 – Basis of Selection, and will be calculated as follows (using the Bidder’s offered prices in Appendix “G” – Basis of Payment):

Bid Evaluation Value (BEV) = Bidder’s proposed Firm All-inclusive Hourly Rate for Executive Counselling Services.

**6. Basis of Selection**

To be declared responsive, a bid must:

- a) comply with all the requirements of the RFSO;
- b) meet all mandatory technical evaluation criteria;

Bids not meeting (a) or (b) will be declared non-responsive. All responsive bids will be recommended for issuance of Standing Offers, in accordance with the requirements below:

The PSC will award 60 Standing Offers, with a maximum of 5 Standing Offers per region other than NCR.

Should the quantity of responsive bids exceed the Standing Offer requirements as stated above, the following criteria will be applied to select to award the bids. Note that these criteria will be used only to identify responsive bids that will be awarded a Standing Offer. Following the issuance of the Standing Offers, these criteria will not be applicable for call-ups. All call-ups will be awarded in accordance to Call-up Procedures / Allocation of Work of (Part 5 of this RFSO). The information included in the Resource Information Sheet (Appendix H) will be used for this purpose.

6.1 Regional selection:

Up to 5 Standing Offers will be awarded per region, excluding the NCR. Should more than 5 compliant proposals be received for one region of work, the proposals will be assessed using the following criteria. The 5 top-ranked proposals will be awarded Standing Offers.

Priority will be given to the following criteria, in this order:

- When available, 1 Standing Offer will be awarded for to the least represented Official Language (identified as first official language) within the specified Region;
- Proposed resource with the highest level attained as an executive;
- Proposed resource(s) identifying themselves as being a member of one of the following employment equity groups: visible minorities, persons with disability and/or aboriginals;
- Proposed resource with specialization in Information Technology (IT);
- Proposed resource(s) identifying themselves as being a member of the following employment equity group: women;
- Highest number of sector of specializations identified by the proposed resource;
- Lowest Bid Evaluation Value (BEV).

## 6.2 NCR Selection :

- 6.2.1 Should any Standing Offers not be filled in the regions, the unfilled Standing Offers may be used to meet the needs of the National Capital Region following the criteria described below.
- 6.2.2 The remaining Standing Offers (i.e., 60 Standing Offers in all regions and NCR combined) will be awarded in the NCR. Should more than the required compliant proposals be received for the NCR, the proposals will be ranked using the following criteria. The top-ranked proposals (up to a sum of 60 total Standing Offers in all regions and NCR combined) will be awarded Standing Offers.
- 6.2.3 Priority will be given to the following criteria, in this order:
- If available, a total of 25% of Standing Offers will be awarded in the least represented Official Language (identified as first official language) within the NCR;
  - Proposed resource with the highest level attained as an executive;
  - Proposed resource(s) identifying themselves as being a member of one of the following employment equity groups: visible minorities, persons with disability and/or aboriginals;
  - Proposed resource with specialization in Information Technology (IT);
  - Proposed resource(s) identifying themselves as being a member of the following employment equity group: women;
  - Highest number of sector of specializations identified by the proposed resource;
  - Lowest Bid Evaluation Value (BEV).

## **PART 4 – CERTIFICATIONS**

Bidders must provide the required certifications to be issued a Standing Offer. The PSC will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications Bidders provide to the PSC is subject to verification by the PSC during the bid evaluation period (before issuance of a Standing Offer) and after issuance of a Standing Offer. The PSC Standing Offer Authority will have the right to ask for additional information to verify the Bidders' compliance with the certifications before issuance of a Standing Offer. 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 PSC Standing Offer Authority for additional information will also render the bid non-responsive.

### **Certifications Precedent to Issuance of a Standing Offer**

The certifications listed below should 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 PSC Standing Offer Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the PSC Standing Offer Authority and meet the requirements within that time period will render the bid non-responsive.

### **1. Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an 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 ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, 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 issuing of a Standing Offer or during the period of the Standing Offer.

---

Signature of authorized representative

---

Date

### **2. Former Public Servant Certification**

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Bidders must provide the information required below.

#### **Definitions**

For the purposes of this clause,

1. "Former public servant" means a 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 and includes:
  - a) an individual;
  - b) an individual who has incorporated;
  - c) a partnership made up of former public servants; or
  - d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
2. "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 Public Service.
3. "pension" means a pension payable pursuant to the *Public Service Superannuation Act*, R.S., 1985, c. P-36 as indexed pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24.



### 2.1 Former Public Servant in Receipt of a Pension

Bidders who are former public servants in receipt of a pension must identify themselves as such by completing the following:

- ( ) The bidder is a former public servant in receipt of a pension;
- ( ) The bidder is a former public servant in receipt of a pension who has incorporated;
- ( ) The bidder is a partnership made up of former public servant in receipt of a pension;
- ( ) The bidder is a former public servant in receipt of a pension who has the sole proprietorship or has a major interested in the entity;
- ( ) The bidder is a former public servant not in receipt of a pension.
- ( ) The bidder is NOT a former public servant.

If the Bidder is a FPS in receipt of a pension, the Bidder must provide the following information:

- a) name of the former public servant \_\_\_\_\_
- b) date of termination of employment or retirement from the Public Service \_\_\_\_\_
- c) former maximum salary \_\_\_\_\_
- d) total annual (gross) pension \_\_\_\_\_

### 2.2 Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

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 reduction program \_\_\_\_\_

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### 2.3 Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Date

### 3. Status and Availability of Resources

The Bidder certifies that, should it be issued a Standing Offer as a result of the Request for Standing Offers, every individual proposed in its bid will be available to perform the Work resulting from a Call-up against the Standing Offer as required by Canada's representatives and at the time specified in a Call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with the same or better qualifications and experience. The Bidder must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Date

#### **4. Conflict of Interest**

The Bidder acknowledges and agrees that it is a term of this RFSO that no person who is not in compliance with the provisions of Chapter 2 - Conflict and Interest Measures and Chapter 3 - Post-Employment Measures of the *Values and Ethics Code for the Public Service* (current version) shall derive any direct benefit from this RFSO, any resulting Standing Offer and/or Call-up. The Bidder further acknowledges and agrees that failure to comply with the provisions of chapters 2 and 3 referenced herein will render the Bidder ineligible to provide services under any Standing Offer or Call-up resulting from this RFSO.

The Bidder certifies that he has not accepted or received, directly or indirectly, advantage, benefit, preferential treatment or assistance of any kind through a member of his family or a friend in relation to this RFSO and any resulting Standing Offer or Call-up.

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Date

## 5. Certificate of Independent Bid Determination

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to the Public Service Commission for this Request for Standing Offers do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

---

(Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
  - (a) has been requested to submit a bid in response to this call for bids;
  - (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. The Bidder discloses that (check one of the following, as applicable):
  - ( ) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - ( ) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. In particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) methods, factors or formulas used to calculate prices;
  - (c) the intention or decision to submit, or not to submit, a bid; or
  - (d) the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph (6)(b) above;
8. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;

9. The terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

---

(Printed Name and Signature of Authorized Agent of Bidder)

---

Position Title

---

Date

## **6. Resource Information**

### **6.1 Language Certification:**

The Bidder certifies that each proposed resource, has an advanced reading, oral interaction and writing proficiency in both English AND/OR French, as identified by the resource in Appendix “H” – Resource Information Sheet.

For the purpose of this RFSO and resulting Standing Offers, an individual who is “advanced” in English and French can **as a minimum** perform the following tasks in **both English AND/OR French**:

#### **Advanced Reading Proficiency:**

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

#### **Advanced Oral Interaction Proficiency:**

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

#### **Advanced Writing Proficiency:**

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

### **6.2 Main Region of Work:**

The Bidder certifies that he or she is in a position to deliver services in person, face-to-face to clients within the selected “Main Region(s) of Work”, 90% of the time.

### **6.3 Resource Information Sheet:**

The Bidder certifies that all the information provided in Appendix “H” – Resource Information Sheet, including the details specified in sections 6.1 and 6.2 above are true and accurate for each proposed resource.

---

Signature of authorized representative

---

Date

## **PART 5 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Bid**

The Bidder offers to perform the Work in accordance with the Statement of Work at Appendix D.

#### **2. Standard Clauses and Conditions**

Appendices A, B, C, D, E, F, G, H, I and J are incorporated by reference into and form part of the Standing Offer or any resulting Call-up.

#### **3. Period of Standing Offer**

The period for making Call-ups against the Standing Offer is for a one (1) year period beginning on the date of Standing Offer Authorization.

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

The Bidder will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **4. Authorities**

##### **4.1 Standing Offer Authority**

The Standing Offer Authority (*to be confirmed in the resulting Standing Offer*) for the Standing Offer is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a Call-up, the Standing Offer Authority is responsible for any contractual issues relating to individual Call-ups made against the Standing Offer.

##### **4.2 Project Authority**

The Project Authority (*to be confirmed in there resulting Standing Offer*) for the Standing Offer is:

- identified in the Call-up against the Standing Offer.
- the representative of the Division for whom the Work will be carried out pursuant to a Call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Call-up.

#### **5. Call-up Procedures / Allocation of Work**

The Work will be allocated in accordance to the steps outlined below:

Work will be allocated based on both the volume and particular nature of the demand received by the Project Authority. As neither the volume nor nature of the demand is controlled by the Project Authority, there can be no minimum guarantee of work and the Project Authority cannot guarantee equal allocation of work across successful resources. For each work request, the Project Authority will, with the client's input, define specific service requirements. Work will be assigned based on specific criteria to the successful resources whose profile best responds to these requirements. The assessment of requirements and corresponding criteria will be made using the "Resource Information Sheet" (APPENDIX "H" of the present document). The criteria that will be used are the following:

- a) Region
- b) Official Language Capability
- c) Specialization
- d) Sensitivity and diversity
- e) Availability

For the purpose of this Standing Offer, the above criteria are defined as follows:

Region The Project Authority may select the Standing Offer holder according to the location of service delivery by giving priority to on-site/face-to-face service. A given Client may require that the services be provided in 1-the NCR, 2-British Columbia and Yukon; 3-Alberta and Northwest Territories; 4-Prairie and Nunavut; 5-Southern Ontario; 6-Quebec and 7-Atlantic. Priority of work allocation will not necessarily be given to resources in the client's region and remote service (teleconferencing, webex, videoconferencing, phone) may be delivered, with the pre-authorization of the Project Authority and in agreement with the client.

Official language capability: A given Client or coaching request may be provided in the official language of the Client's choosing (French or English).

Specialization: A given Client or coaching request may require that the services be provided by an Executive Consultant who possesses experience at a given level of Executive leadership or type of organization or in a given range of organizations; or in certain functions or roles (e.g. policy development, operations, work with political level); or expertise in a specific domain (e.g. financial management, human resources management, management of scientific or professional groups); or has demonstrated competence and ability in a particular area of coaching or counselling (e.g. selection methodology, strategic career planning, job search strategy), or a combination of some of the above.

Diversity & Sensitivity: A given Client or coaching request may require that the Executive Consultant be able to address specific employment equity issues or be a member of these groups (women, Aboriginals, persons with a disability, visible minority). The responsible professional may also judge that a certain coaching style or cognitive style would be most effective given Client characteristics (highly structured, less structured, formal or informal, concrete or abstract,).

Availability: A given Client or coaching request may require service during a specific period of time, or within a short time frame, during which the Executive Consultant's availability may influence work allocation.

Subject to the above, the PSC will make a best effort to evenly allocate Call-ups among the Standing Offer holders. Availability and other factors may limit the PSC's ability to allocate Call-ups evenly.

## **6. Call-up Instrument**

The Project Authority will authorize work by phone or by email amongst Standing Offer Holders, based on the on the Call-up procedures listed above. Once the work has been carried out, the Standing Offer Holder will invoice the PSC for the services. Once approved by the Project Authority, a Call-up using form PWGSC-TPSGC 942, "Call-up against a Standing Offer", will be issued in accordance to the pre-authorize work and accepted invoice.

## **7. Limitation of Call-ups**

Individual Call-ups against the Standing Offer must not exceed \$25,000.00 (Goods and Services Tax, Quebec Sales Tax, Provincial Sales Tax or Harmonized Sales Tax included).

### **7.1 Needs Exceeding the Allowable Limit of \$25,000 for Call-ups:**

The Project Authority must submit proposals from the Bidder exceeding the \$25,000 limit to the Standing Offer Authorities. Individual Call-ups exceeding \$25,000 can only be authorized using a PWGSC-TPSGC 942 form, "Call-up Against a Standing Offer", signed by the Standing Offer Authority, awarded BEFORE the work is authorized.

**8. Cancellation of Work Authorization**

Without restricting any other terms and conditions, any Work Authorization may be cancelled in whole or in part by the Project Authority by giving a verbal or written notice to the Bidder, at least twenty four (24) hours prior to the Work Requirement scheduled date and time. There shall be no charges to The Crown for such cancellation.

Should the Project Authority cancel a Work Authorization without a notice to the Bidder of at least twenty four (24) hours prior to the Work Requirement schedules date and time, the Bidder may be paid a Cancellation Fee. The applicable instances where a payment will be made to the Bidder and the associated cancellation fees are specified under Appendix “G” - Basis of Payment of this Standing Offer.

**9. Priority of Documents**

If there is a discrepancy between the wordings 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.

- 9.1 The Call-up against the Standing Offer, including any Appendixes;
- 9.2 Appendix “A” – General Conditions of a Service Contract;
- 9.3 Appendix “B” – Supplementary Conditions of a Service Contract;
- 9.4 Appendix “C” - Terms of Payment of a Service Contract;
- 9.5 Appendix “D” – Statement of Work;
- 9.6 The articles of the Standing Offer;
- 9.7 Appendix “E” – General Conditions – Standing Offers – Goods or Services;
- 9.8 Appendix “F” – Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements;
- 9.9 Appendix “G” – Basis of Payment;
- 9.10 Appendix “H” – Resource Information Sheet;
- 9.11 Appendix “J” – Confidential Agreement; and
- 9.12 The Bidder's bid \_\_\_\_\_ “, as clarified on \_\_\_\_\_” *or* “, as amended \_\_\_\_\_.

**10. Status and Availability of Resources**

If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. The Standing Offer Authority will provide its approval for the substitution prior to a call-up issuance.

If the Bidder is unable to provide a substitute with the equal or superior qualifications and experience, Canada may set aside the Standing Offer.

**11. Closure of Government Offices**

Where the Bidder’s employees are providing services on government premises pursuant to any Call-up resulting from this Standing Offer and the premises become non-accessible due to evacuation or closure of government offices, and consequently no work is being performed as a result of the closure, the PSC will not be liable for payment to the Bidder for the period of closure.

**B. RESULTING CONTRACT CLAUSES (FOR CALL-UP)**

**APPENDIX “A”- General Conditions of a Service Contract**

**APPENDIX “B” - Supplementary Conditions of a Service Contract**

**APPENDIX “C” - Terms of Payment of a Service Contract**

The above documents are available at the following Web site:

<http://www.psc-cfp.gc.ca/abt-aps/bus-aff/index-eng.htm>



## APPENDIX “D” – STATEMENT OF WORK

National Executive Counselling Services for the Public Service Commission of Canada (PSC)

### 1.0 Objective

The Executive Counselling Services (ECS) group at the Personnel Psychology Centre (PPC) of the PSC provides competency assessment and related career guidance, counselling and coaching services to the EX and equivalent groups and to employees planning to reach the EX level, such as senior professionals and middle managers. These services are required at PSC locations across Canada, which includes the following regions: National Capital Region; British Columbia and Yukon Region; Alberta and Northwest Territories Region; Central Prairies and Nunavut Region; Southern Ontario Region; Québec Region; and the Atlantic Region. The Public Service Commission of Canada recognizes that the diversity of its employees' population contributes to its strength and integrity. It is committed to achieving employment equity and developing a highly capable workforce that is representative of Canadian Society. It therefore encourages women, Aboriginal persons, persons with disabilities, and members of visible minority groups to apply and declare themselves as part of one or more of the above mentioned Employment Equity Designated Groups.

The Public Service Commission of Canada provides executive counselling services in both official languages (English and French) to a highly capable and diverse executive cadre and professionals, approximately half of whom are women. Also, approximately one third of its clientele requires services in the French language. In order to better counsel female clients on the challenges of being a female executive in the federal public service, the PSC aims at providing services by executive consultants who are women.

In order to better serve its clients who are French speaking, the PSC aims to have available executive consultants able to offer coaching and advisory services in the French language.

In order to better counsel clients who are Aboriginal, persons with disabilities or members of a Visible Minority, on the challenges of being an Aboriginal, a person with disabilities or a member of a Visible Minority and an executive in the federal public service, the Public Service Commission of Canada also aims at offering services by a diverse pool of executive consultant, including consultants who are Aboriginal, persons with a disability, or members of Visible Minorities.

### 2.0 Background

The ECS provides career assessment and counselling, and coaching services to members of the EX and equivalent groups, and to senior professionals and managers who may soon attain entry to the EX group.

Services are individually tailored and provided in one-on-one meetings with clients. Services provided in the context of the IPEX (Identification of Pathways for EX Development) assessment package include career assessment and counselling, leadership assessment and interpretation of competency-based assessment tools, planning for leadership learning and management skill development, report-writing, and collaboration with ECS staff who will provide project management and quality control.

### 3.0 The PSC-ECS Mandate and Approach

The PSC and specifically the ECS of the PPC assist Departments and Federal government organizations in offering counselling and coaching services to public servants with regards to their ability to perform at work. Furthermore, ECS offers competency-focused services, aiming at preparing clients for management challenges, career transition, assessment boards, etc.

#### **4.0 Tasks/Scope**

Work to be performed by the Executive Consultants, on an “as and when requested” basis, as authorized by the Project Authority, includes actual time spent performing any of the following:

Direct and Indirect Executive Counselling Services (See Appendix G - Basis of Payment for distinction between “Direct Services” and “Indirect Services”.)

- 4.1 Conducting confidential guidance, coaching and/or consulting sessions to help individual Clients who want to develop their management and leadership competencies, who are planning employment transition, or who are looking for support in handling a difficult situation. Executive Counselling Services include meeting Clients on an individual basis in person or by telephone, teleconferencing, videoconferencing or webex, as agreed upon with the Project Authority;
- 4.2 Providing interview preparation services to designated Clients of ECS. Interview preparation services include meeting Clients on an individual basis in person or by telephone, teleconferencing, videoconferencing or webex (as agreed upon with the Project Authority and in agreement with clients), providing information related to selection methods and recommendations regarding approaches to preparation, discussing expectations commonly held by boards as well as expectations for performance at the target level, and providing opportunities for the individual to practice responding to typical interview questions and receive verbal feedback on their performance;
- 4.3 Writing and providing up-to-date and accurate consultation notes for each Client meeting, and submitting these in the intended file to the responsible ECS representative immediately after the services have been provided; For any remote work, pre-authorized by the Project Authority and in agreement with clients, providing the ECS representative with appropriate financial and professional content in a format and process approved by the Project Authority;
- 4.4 Preparing, in consultation with the ECS board preparation facilitator, or the psychologist, interview questions for use during simulations, based on the documentation provided by the Client or by the psychologist, as required to assist the client;
- 4.5 Participating in simulated board interviews, working collaboratively with the board preparation facilitator or the Client’s ECS psychologist and with other Executive Consultant(s). The board preparation facilitator or someone in their name should be notified that a mock board is taking place and determine its composition in collaboration with the executive consultant.
- 4.6 Delivering workshops designed by ECS and using material supplied by ECS to groups of participants, in a team with an ECS psychologist;
- 4.7 When relevant, participating in client progress reviews with the board preparation facilitator or the identified supervising ECS psychologist for a duration of up to one half hour for approximately every ten hours of work assigned; Providing clarifications or explanations about the work performed or the notes written;
- 4.8 Developing and (or) upgrading services provided by the ECS such as:
  - 4.8.1 Drafting and (or) reviewing documents,
  - 4.8.2 Tailoring workshop materials,
  - 4.8.3 Providing strategic consulting services,
  - 4.8.4 Participating in a working group, and
  - 4.8.5 Helping to promote services through external contacts.
- 4.9 Participating in special assessment, coaching and other related projects involving the provision of services to groups, as requested by the Project Authority; and
- 4.10 Participating in mandatory training or meetings, as requested by the Project Authority.

## 5.0 Constraints

Before a first call-up is placed, Executive Consultants must attend an “Orientation Session for Executive Consultants”. The orientation will consist of an overview of the services required by ECS, the roles of the supervising psychologists and the expectations associated with the Executive Consultant’s role. The duration of the session will be a minimum of six (6) hours for new consultants but could be shortened for Executive Consultants who have previously worked with ECS. **Attendance at an “Orientation Session” shall be at the contractor’s sole expense and at no cost to The Crown.**

The consultant’s work will be monitored through feedback completed by ECS psychologists, ECS, assigned professionals, as well as clients. On an as needed basis, the ECS manager or Project Authority will meet with executive consultants in order to follow-up on the feedback received.

During the Standing Offer Period, the Project Authority will conduct, on an ongoing basis, quality assurance verification to monitor the work performed by each Executive Consultant. The Project Authority or the supervising professional will meet with each Executive Consultant, as required, for Quality Assurance review and feedback. The frequency of the monitoring will be no less than once per year, and may or may not be announced in advance.

**Attendance at a “quality assurance review and feedback session” shall be at the contractor’s sole expense and at no cost to The Crown.**

In order for future work to be called-up, an Executive Consultant MUST satisfactorily meet the applicable Quality Assurance criteria each time work is monitored. These applicable Quality Assurance Criteria will be provided to successful contractors at the orientation session.

## 6.0 Deliverables:

Executive Consultants shall prepare and deliver to the ECS psychologist or facilitator, consultation notes in a format approved by the Project Authority and to be agreed with the psychologist or facilitator for each client meeting, immediately after the meeting. When requested, Executive Consultants shall also deliver to ECS, any other notes, plans or other work products prepared in the performance of the services described in Section 4 – Tasks / Scope.

## 7.0 Work Location & Travel:

### 7.1 Work Location:

- Executive Counselling Services shall be provided on PSC premises, unless otherwise specified or approved by the Project Authority and in agreement with the client. In the NCR, the Public Service Commission will provide office space, facilities and equipment on an “as required basis” to perform the in-person services. The executive consultant shall be provided office space equipped with furniture and equipment. Assistance shall be provided for some administrative tasks; as approved by the Project Authority. Services could also be provided at the client’s work location, given the Project Authority’s approval and with the client’s agreement. Services provided in any other location will require a request made to the Project Authority.

For services provided in the other PSC Regions, Executive Counselling Services provided in person shall normally take place on government premises provided by the client, unless otherwise agreed upon with the client and approved by the Project Authority. The executive consultant shall be responsible for providing office space equipped with such furniture and equipment, together with such staff and other services as may be necessary for carrying out of the Indirect Services required under this Contract. The PSC will not pay for travel and living expenses for services provided, unless if pre-authorized by the Project Authority.

7.2 Availability: Executive Consultants MUST be available to provide services in person, by teleconferencing, videoconferencing, phone or webex, as approved by the Project Authority to a particular client within 48 hours of receiving a service request, unless otherwise approved by the Project Authority. If a Consultant is not available within 48 hours, the Project Authority will proceed with the next qualified Standing Offer holder.

### 7.3 Travel:

- 7.3.1 The PSC will not pay for travel within the National Capital Region.

- 7.3.2 The PSC will not pay for travel and living expenses for services within 100 KM of the proposed resource's place of business (as identified in Appendix H – Resource Information Sheet) specified in the Standing Offer, as it is anticipated that the contractor will be assigned on-site work only within their respective regions. Any work allocated in excess of this 100 KM, or in any another region than the resource's identified region(s) of work will be delivered remotely (teleconferencing, webex, phone, videoconferencing), unless travel has been pre-authorized by the project-Authority.
- 7.3.3 Should specific circumstances dictate that travel to a location outside of the regions specified in the Standing Offer be necessary, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- 7.3.4 All travel must be authorized and pre-approved by the Project Authority.

## **8.0 Security Requirements:**

The Contractor's personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, approved by the CISD/PWGSC.

### Confidentiality and Material:

8.1 The Contractor shall keep confidential all information provided to the Contractor by or on behalf of The Crown in connection with the Work, including any information that is confidential or proprietary to third parties. The Contractor shall not disclose any such information to any person without the written permission of the PSC, except that the Contractor may disclose to a sub-contractor authorized by the PSC, information necessary for the performance of the Subcontract, on the condition that the sub-contractor agrees that it will be used solely for the purposes of such Subcontract. Information provided to the Contractor by or on behalf of The Crown shall be used solely for the purpose of the Standing Offer and shall remain the property of The Crown or the third party, as the case may be. Unless the Standing Offer otherwise expressly provides, the Contractor shall deliver to The Crown all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Standing Offer or at such earlier time .

8.2 When the Standing Offer, the Work, or any information referred to in subsection 8.1 is identified as PROTECTED by The Crown, the Contractor shall at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by the PSC.

8.3 Without limiting the generality of subsections 8.1 and 8.2, when the Standing Offer, the Work, or any information referred to in subsection 8.1 is identified as PROTECTED by The Crown, the PSC shall be entitled to inspect the Contractor's premises and the premises of a sub-contractor for security purposes at any time during the term of the Standing Offer, and the Contractor shall comply with, and ensure that any such sub-contractor complies with, all written instructions issued by the PSC dealing with the material so identified, including any requirement that employees of the Contractor or of any such sub-contractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

## **9.0 Restrictions on the use of materials provided by the Crown**

The contractor acknowledges and agrees that any and all materials and information provided by the Crown to the contractor in the context of this Standing Offer and its resulting work, are the exclusive property of the Crown and cannot be shared with any third party (private or public) or used outside the context of this Standing Offer and its resulting work without the express written permission of the Public Service Commission (PSC).

These materials and information include but are not limited to assessment tools, materials provided to assist in the administration of the assessment tools, test simulation binders, documentation (e.g. handouts, sample questions, competency profiles) used as aids to coaching clients, as well as information and materials provided to the contractor by the PSC as part of training sessions given in support of this Standing Offer and its resulting work.

**10.0 Intellectual Property**

Other than what is specifically provided for in this Standing Offer, any intellectual property arising from the performance of the services described herein shall vest with the Contractor.

**11.0 Confidentiality Agreements:**

Confidentiality is a cornerstone of the commitment that the Executive Counselling Services group makes to its client. The Confidentiality at the Executive Counselling Services agreement (Appendix “J”), must be sign by each proposed resource(s).

**12.0 Official Languages:**

The services specified in Section 4 - Tasks / Scope are required in either the English or French language, or both, as individual client requirements warrant. Language capability will be a consideration in the allocation of call-ups. See Part 5 – Standing Offer and Resulting Contract Clauses, Section 5 – Call-up procedures/Allocation of Work.

**13.0 Green Procurement and Services:**

The Contractor should make every effort to ensure that all documents prepared or delivered are printed double-sided on Ecology certified recycled paper or on paper with equivalent post-consumer recycled content to the full extent to which it is procurable.

## APPENDIX “E” - General Conditions – Standing Offers – Goods or Services

- 01 Interpretation
- 02 General
- 03 Standard Clauses and Conditions
- 04 Bid
- 05 Call-ups
- 06 Withdrawal
- 07 Revision
- 08 Disclosure of Information

### 01 Interpretation

In the Standing Offer, unless the context otherwise requires,

"Call-up" means an order issued by the Call-up Authority duly authorized to issue a Call-up against a particular Standing Offer. Issuance of a Call-up to the Bidder constitutes acceptance of its Bid and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Bidder for the goods, services or both described in the Call-up;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Public Service Commission.

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

"Standing Offer" means the written bid from the Bidder, the clauses and conditions, these general conditions, Appendixes and any other document specified or referred to as forming part of the Standing Offer;

"Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Bidder, to act as the representative of Canada in the management of the Standing Offer.

### 02 General

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

### 03 Standard Conditions and Clauses

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

### 04 Bid

1. The Bidder offers to provide and deliver to Canada the goods, services or both described in the Standing Offer, in accordance with the pricing set out in the Standing Offer as and when the PSC may request such goods, services or both, in accordance with the conditions listed at sub-section 2 below.
2. The Bidder understands and agrees that:
  - (a) a Call-up against the Standing Offer will form a contract only for those goods, services, or both, which have been called-up, provided that such Call-up is made in accordance with the provisions of the Standing Offer;
  - (b) Canada's liability is limited to that which arises from Call-ups against the Standing Offer made within the period specified in the Standing Offer;
  - (c) the Standing Offer cannot be assigned or transferred in whole or in part;
  - (d) the Standing Offer may be set aside by Canada at any time.

**05 Call-ups**

The PSC will use the form specified in the Standing Offer to order services. They may also be ordered by other methods such as telephone, facsimile or electronic means. Typically, the bidder will be given a written statement of the work that is requested, along with a maximum time or funding allotted for this work. Call-ups will be provided to the contractors on a monthly basis, following the completion of this previously authorised work. Call-ups made by telephone must be confirmed in writing on the document specified in the Standing Offer.

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

**06 Withdrawal**

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

**07 Revision**

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

**08 Disclosure of Information**

The Bidder agrees to the disclosure of its Standing Offer unit prices or rates by Canada, and further agrees that it will have no right to claim against Canada, the PSC, their employees, agents or servants, or any of them, in relation to such disclosure



## APPENDIX “F” - Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements

### Code of Conduct for Procurement

- 01 Standard Instructions, Clauses and Conditions
- 02 Definition of Bidder
- 03 Submission of Bids
- 04 Late Bids
- 05 Legal Capacity
- 06 Rights of Canada
- 07 Vendor Performance
- 08 Price Justification
- 09 Bid Costs
- 10 Conduct of Evaluation
- 11 Joint Venture
- 12 Conflict of Interest - Unfair Advantage
- 13 Entire Requirement
- 14 Further Information

To comply with the [Code of Conduct for Procurement](#), Bidders must respond to Requests for Standing Offers (RFSOs) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the RFSO and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the contract.

To ensure fairness, openness and transparency in the bidding process, payment of a contingency fee by any party to a contract to a person to whom the *Lobbyists Registration Act*, R.S. 1985, c. 44 (4th Supplement) applies is prohibited.

By submitting a bid, the Bidder certifies that it meets the above requirements.

Bidders further understand that the commission of certain offences may render them ineligible to be awarded a contract. By submitting a bid, the Bidder declares that it has never been convicted of an offence under Section 121 (*Frauds on the government and Contractor subscribing to election fund*), Section 124 (*Selling or Purchasing Office*), Section 380 (*Fraud committed against Her Majesty*) or Section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or under paragraph 80(1)(d) (*False entry, certificate or return*) subsection 80(2) (*Fraud against Her Majesty*) or Section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.

### 01 Standard Instructions, Clauses and Conditions

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

### 02 Definition of Bidder

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a Standing Offer to bid goods, services or both under a Call-up resulting from a Standing Offer. It also includes the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.



**03 Submission of Bids**

1. Canada requires that each bid, at closing date and time or upon request from the Standing Offer Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section 15.
2. It is the Bidder's responsibility to:
  - (a) obtain clarification of the requirements contained in the RFSO, if necessary, before submitting a bid;
  - (b) prepare its bid in accordance with the instructions contained in the RFSO;
  - (c) submit by closing date and time a complete bid;
  - (d) send its bid only to the PSC as specified on page 1 of the RFSO or to the address specified in the RFSO;
  - (e) ensure that the Bidder's name, return address, and RFSO number are clearly visible on the envelope or the parcel(s) containing the bid; and,
  - (f) provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFSO.
3. If Canada has provided Bidders with multiple formats of a document (for example, a document may be downloaded through the Government Electronic Tendering Service (GETS) but may also be made available on CD-ROM through GETS), the format downloaded through GETS will take precedence. If Canada posts an amendment to the RFSO revising any documents provided to Bidders in multiple formats, Canada will not necessarily update all formats to reflect these revisions. It is the Bidder's responsibility to ensure that revisions made through any RFSO amendment issued through GETS are taken into account in the alternate formats it uses of RFSO documents.
4. Bids will remain open for acceptance for a period of not less than ninety (90) days from the closing date of the RFSO, unless specified otherwise in the RFSO. Canada reserves the right to seek an extension of the bid validity period from all responsive Bidders in writing. If the extension is accepted by all responsive Bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive Bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the RFSO.
5. Bids and supporting information may be submitted in either English or French.
6. Bids received on or before the stipulated RFSO closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the *Access to Information Act*, R.S. 1985, c. A-1 and the *Privacy Act*, R.S. 1985, c. P-21.
7. Unless specified otherwise in the RFSO, Canada will evaluate only the documentation provided with a Bidder's bid. Canada will not evaluate information such as references to Website addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

**04 Late Bids**

The PSC will return bids delivered after the stipulated RFSO closing date and time.

## **05 Legal Capacity**

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Standing Offer Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Bidders submitting a bid as a joint venture.

## **06 Rights of Canada**

Canada reserves the right to:

- (a) reject any or all bids received in response to the RFSO;
- (b) enter into negotiations with Bidders on any or all aspects of their bids;
- (c) authorize for utilization any bid in whole or in part without negotiations;
- (d) cancel the RFSO at any time;
- (e) reissue the RFSO;
- (f) if no responsive bids are received and the requirement is not substantially modified, reissue the RFSO by inviting only the Bidders who submitted a bid to resubmit bids within a period designated by Canada; and,
- (g) negotiate with the sole responsive Bidder to ensure best value to Canada.

## **07 Vendor Performance**

1. Other than has already been specified herein, Canada may reject a bid where any of the following circumstances is present:
  - (a) the Bidder, or any employee or subcontractor included as part of the bid, has been convicted under Section 121 (*Frauds on the government & Contractor subscribing to election fund*), Section 124 (*Selling or purchasing office*), Section 380 (*Fraud committed against Her Majesty*) or Section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code or under paragraph 80(1)(d) (*False entry, certificate or return*) subsection 80(2) (*Fraud against Her Majesty*) or Section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.
  - (b) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which renders the Bidder ineligible to submit a bid for the requirement;
  - (c) an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which would render that employee or subcontractor ineligible to submit an bid for the requirement, or the portion of the requirement the employee or subcontractor is to perform;
  - (d) with respect to current or prior transactions with the Government of Canada:
    - (i) the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
    - (ii) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;

- (iii) Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
  - (iv) Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a bid pursuant to a provision of subsection 1, other than 1.(b), the Standing Offer Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.

## **08 Price Justification**

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justifications:

- (a) a current published price list indicating the percentage discount available to Canada; or
- (b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- (c) 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
- (d) price or rate certifications; or
- (e) any other supporting documentation as requested by Canada.

## **09 Bid Costs**

No payment will be made for costs incurred in the preparation and submission of a bid in response to the RFSO. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

## **10 Conduct of Evaluation**

1. In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
- (a) seek clarification or verification from Bidders regarding any or all information provided by them with respect to the RFSO;
  - (b) contact any or all references supplied by Bidders to verify and validate any information submitted by them;
  - (c) request, before issuance of any Standing Offer, specific information with respect to Bidders' legal status;
  - (d) conduct a survey of Bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFSO;
  - (e) correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the RFSO; in the case of error in the extension of prices, the unit price will govern.
  - (f) verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties;

- (g) interview, at the sole costs of Bidders, any Bidder and/or any or all of the resources proposed by Bidders to fulfill the requirement of the RFSO.

## **11 Joint Venture**

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit a bid together on a requirement. Bidders who submit a bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - (a) the name of each member of the joint venture;
  - (b) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - (c) the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Standing Offer Authority.
3. The bid and any resulting Standing Offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting Standing Offer. If a Standing Offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarity liable for the performance of any contract resulting from a Call-up against the Standing Offer.

## **12 Conflict of Interest - Unfair Advantage**

1. In order to protect the integrity of the procurement process, Bidders are advised that Canada may reject a bid in the following circumstances:
  - (a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the RFSO;
  - (b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the RFSO that was not available to other Bidders and that would, in Canada's opinion, give the Bidder an unfair advantage.
2. The experience acquired by an Bidder who is providing or has provided the goods and services described in the RFSO (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Standing Offer Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Standing Offer Authority before the RFSO closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest or unfair advantage exists.

**13 Entire Requirement**

The RFSO contains all the requirements relating to the solicitation. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the RFSO. Bidders should also not assume that their existing capabilities meet the requirements of the RFSO simply because they have met previous requirements.

**14 Further Information**

For further information, Bidders may contact the Standing Offer Authority identified in the RFSO.

**APPENDIX “G” - Basis of Payment**

**EXECUTIVE COUNSELLING SERVICES**

FOR EASE OF SUBMISSION, THE BIDDER IS INVITED TO COMPLETE AND SUBMIT THIS APPENDIX AS PART OF ITS FINANCIAL PROPOSAL.

A separate Appendix “G” “Basis of Payment” is required for each proposed resource.

<p><b>Executive Counselling Services</b></p> <p><b><u>Name of Proposed Resource:</u></b></p> <p><b><u>Region(s):</u></b></p>	<p><b>MAXIMUM</b></p> <p>All-inclusive</p> <p>Hourly Rate (<i>Exclusive of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST).</i>)</p>	<p><b>BIDDER’S PROPOSED</b></p> <p>Firm All-inclusive Hourly Rate (<i>Exclusive of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST).</i>)</p> <p><b>MUST NOT EXCEED MAXIMUM</b></p> <p><i>(Applicable to the initial period, to the first, second and third option periods)</i></p>
<p><b>EXECUTIVE COUNSELLING SERVICES</b></p> <p>Includes all activities performed for ECS, as requested and authorised by the Project Authority.</p>	<p><b>Maximum \$110.00</b></p>	<p>\$ _____</p>

The Bidder should indicate which tax it will be charging the PSC:

Tax: \_\_\_\_\_ ( \_\_\_\_\_ %)

**Where not otherwise specified, maximum acceptable times for each billable activity are subject to prior approval by ECS management. What constitutes appropriate maximum acceptable times for each billable activity will be further discussed at the mandatory Orientation Session.**

<p>For a Proposal to be financially responsive, a Bidder must propose Firm All-inclusive Hourly Rates for Executive Counselling Services that does not exceed the Maximum Rate shown above.</p>	
<p>Other Associated Services specified in Appendix “D” - Statement of Work of the RFSO, shall be provided at no additional cost to The Crown.</p>	
<p>Attendance at the Orientation Session specified in Appendix “D” – Statement of Work of the RFSO, shall be at the Bidder’s sole expense and at no cost to The Crown.</p>	
<p>Attendance at the “quality assurance review and feedback sessions” specified in Appendix “D” – Statement of Work of the RFSO, shall be at the Bidder’s sole expense and at no cost to The Crown.</p>	
<p>Executive Counselling Services</p>	<p>Cancellation Fees charged to Project Authority</p>
<p>For appointments cancelled by the client less than 48 hours prior to the Executive Consultant’s arrival on-site for the appointment</p>	<p>One hour of Executive Counselling Service</p>
<p>If a client does not show up for an interview simulation</p>	<p>One hour of Executive Counselling Service</p>

The rates stated within this RFSO are subject to increase at anytime following Standing Offer award. Only the PSC can determine if the rates should be increased. In the event of a rate increase the changes shall be effected by a standing offer amendment and the rates proposed by the Bidder will be prorated accordingly.

### Travel and Living

- The PSC will not pay for travel within the National Capital Region.
- The PSC will not pay for travel and living expenses for services or assignments located within 100KM of the Contractor's business address indicated in their Resource Information Sheet (Appendix H). Any work allocated beyond 100KM or in any another region than the resource's region(s) of work will be delivered remotely (e.g., teleconference, videoconference, telephone), unless if travel has been pre-authorized by the project-Authority.
- Should specific circumstances dictate that travel to a location in excess of 100KM from the Contractor's place of business, , the Contractor may be reimbursed its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- Requests for Executive Counselling Services including travel will be requested only by the project Authority.
- All travel must have the prior written authorization of the Project Authority.

### Reimbursable Cost

When required, premises suitable for counselling may need to be rented by the Consultant. The Project Authority shall approve in writing, the location and costs prior to their use.

The Contractor will be reimbursed at cost, with no allowance for profit, should specific circumstances dictate that the rental of a location is required for counselling. The contractor **MUST** submit a proof of payment for the rental of the location with their service invoice.

### Definition of a Day/Proration:

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{Days worked} = \text{Hours Worked divided by 7.5 hours per day}$$

**APPENDIX “H” - Resource Information Sheet**

**FOR CALL-UP / WORK ALLOCATION PURPOSES**

Bidders **MUST** fill this appendix as this information will be used to allocate work to successful bidders

**Sections with asterisks (\*\*\*) are mandatory**

The Bidder **MUST** include a completed Resource Information Sheet for every proposed resource in its' Technical Proposal.

This information will be used for work allocation, (refer to PART 5.5 on Work Allocation). In certain instances, missing or un-filled information on a resource might prevent the Project Authority or an ECS representative to allocate work to this resource.

**\*\*\*1- Name of proposed resource**

Name (capital letters): \_\_\_\_\_

**\*\*\*2-Main Region(s) of Work**

To be able to identify a region as a “Main Region of Work”, the bidder’s proposed resource must be in a position to deliver services within that region, in person (face-to-face with clients), 90% of the time, and comply to availability requirements as well. Work could be allocated in other regions, in which case services could be delivered remotely (e.g., telephone, teleconferencing, videoconferencing); with the authorization of the Project Authority. Any travel must be pre-approved by the Project Authority. Resources may be proposed in more than one region of work.

For regions other than NCR, bidders are to specify the location of the proposed resource’s business address. Travel will not be paid for travel within 100KM of this address.

<p><b>(Please identify your Main Region(s) of Work)</b></p> <p><input type="checkbox"/> 1-NCR National Capital Region (Ottawa-Gatineau)</p> <p><input type="checkbox"/> 2-British Columbia and Yukon Please specify the location (address) of the resource’s place of business: _____</p> <p><input type="checkbox"/> 3-Alberta and Northwest Territories Please specify the location (address) of the resource’s place of business: _____</p> <p><input type="checkbox"/> 4-Central Prairies and Nunavut Region Please specify the location (address) of the resource’s place of business: _____</p> <p><input type="checkbox"/> 5-Southern Ontario Please specify the location (address) of the resource’s place of business: _____</p>
---



<input type="checkbox"/> 6-Quebec Please specify the location (address) of the resource's place of business: _____
<input type="checkbox"/> 7-Atlantic Region Please specify the location (address) of the resource's place of business: _____

**\*\*\*3-Official Languages**

**For each proposed resource, the Bidder must identify ONE first Official Language, as well as if they have the capability to offer services in the other Official Language.**

<b>OFFICIAL LANGUAGES</b>	
<p><b>English/Anglais</b></p> <input type="checkbox"/> English is my <u>First</u> Official Language	<p><b>French/Français</b></p> <input type="checkbox"/> French is my <u>First</u> Official Language
<input type="checkbox"/> I have capability to fully offer services in English, as my <u>second</u> Official Language, as defined in PART 4 – Certification, section 6.1 - Language Certification	<input type="checkbox"/> I have capability to fully offer services in French, as my <u>second</u> Official Language, as defined in PART 4 – Certification, section 6.1 - Language Certification

**\*\*\*4-Highest Level Attained**

<b>HIGHEST LEVEL ATTAINED</b>
Highest executive level attained (please provide title and level, and reporting structure when relevant)  _____  _____  _____

**\*\*\*5-Specialization**

**Identify in which of the following Area(s) of Specializations the proposed resource has at least one (1) year of experience as an executive.**

<b>SPECIALIZATION</b>
<b>a-ORGANIZATIONS</b>
<input type="checkbox"/> Specific organization(s) (provide the name of each organization and a brief description):  _____  _____  _____

---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---

**b-SECTORS**

PLEASE DESCRIBE YOUR EXPERIENCE	
<input type="checkbox"/> Finance / Accounting / Economics / Commerce	
<input type="checkbox"/> Policy development /Central Agency	
<input type="checkbox"/> Human Resources / Training / Work Relations	
<input type="checkbox"/> Information Technology / Computers or programming	
<input type="checkbox"/> Political / Parliamentary or Communications	
<input type="checkbox"/> Line Environment / Operational Setting / Service Delivery	
<input type="checkbox"/> Scientific/Professional (e.g. related to managing registered professionals, managing research)	
<input type="checkbox"/> Legal (within a legal institution, dealing with the court or litigation)	
<input type="checkbox"/> Contracting/Purchasing	
<input type="checkbox"/> International	
<input type="checkbox"/> Defence / Security	

<b>c-SPECIFIC EXPERIENCE / APPROACH</b>	
	PLEASE DESCRIBE YOUR EXPERIENCE
Expertise in a specific management context, challenge, or assignments (e.g. start ups, change management, negotiations with Unions). Please <b>describe</b> :	
<input type="checkbox"/> Specific approach, style, competencies and/or strengths (e.g. partnering, mediation, creativity). Please <b>describe</b> :	
<input type="checkbox"/> Other relevant information, please <b>describe</b> :	

**6-Diversity & Sensitivity**

<b>DIVERSITY &amp; SENSITIVITY</b>		
<input type="checkbox"/> Male	<input type="checkbox"/> Female	<input type="checkbox"/> Persons with Disability
<input type="checkbox"/> Visible Minority	<input type="checkbox"/> Aboriginal	
<input type="checkbox"/> Coaching approach, style ( <b>describe</b> ) :		
<input type="checkbox"/> Employment Equity/diversity experience ( <b>describe</b> )		
<input type="checkbox"/> Other relevant characteristic ( <b>describe</b> ):		

APPENDIX "T" - Security Requirements Check List (SRCL)



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

D1120-14-8001

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 Service Commission of Canada		2. Branch or Directorate / Direction générale ou Direction SASB
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 Provide coaching to executives and aspiring executives who are employed by the federal public service		
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 / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" 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 checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED



## APPENDIX "I" - Security Requirements Check List (SRCL)



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat D1120-14-8001
Security Classification / Classification de sécurité UNCLASSIFIED

**PART C - (continued) / PARTIE C - (suite)**

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

**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?  No / Non  Yes / Oui  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

**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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

APPENDIX "I" - Security Requirements Check List (SRCL)



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat D1120-14-8001
Security Classification / Classification de sécurité UNCLASSIFIED

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / 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	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production		✓														
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  No / Non  Yes / Oui  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?
- 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?  No / Non  Yes / Oui  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?
- 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

## APPENDIX "J" - Confidentiality Agreement

### Confidentiality Agreement

WHEREAS the undersigned has been hired by the Public Service Commission of Canada (PSC) to perform work duties for the PSC;

AND WHEREAS the undersigned, in carrying out the duties, may have access to sensitive and/or proprietary information ("Information");

THEREFORE, the undersigned undertakes and agrees as follows:

1. The undersigned agrees to treat as confidential the Information communicated to him/her and agrees not to disclose the Information to any other person.
2. The confidentiality obligation imposed by section 1 shall not apply where:
  - (a) the Information was known to the undersigned prior to disclosure by PSC;
  - (b) the Information is, at time of disclosure, part of the public domain;
  - (c) the Information, after the time of disclosure, becomes part of the public domain other than by disclosure by the undersigned;
  - (d) the Information is the same as information that has come to the undersigned by a third party who is not under a similar agreement or obligation of confidentiality to PSC;
  - (e) the undersigned is required to disclose the Information by law, including pursuant to an order of a court of competent jurisdiction; or
  - (f) PSC has approved the disclosure of the Information.

IN WITNESS WHEREOF the undersigned has executed this undertaking this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

*THE UNDERSIGNED*

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name (print) / Nom (en lettres moulées)**

\_\_\_\_\_  
**Date**