



**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

Proposal to / Propositions aux:  
**macsbids@statcan.gc.ca**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred or attached hereto, the supplies and services listed herein or on any attached sheets at the price(s) set out therefore.

Nous offrons par la présente de vendre à sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les articles et les services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Solicitation No – N° de l'invitation :**  
1920-0015102

**Solicitation closes – L'invitation prend fin**

At – à : 14 :00 EST

On – le : February 6, 2015

**Update – Mise à jour :**

**Name and title of person authorized to sign on behalf of vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression).**

**Name – Nom :**

**Title – Titre :**

**Date of Solicitation – Date de l'invitation:**

February 2, 2015

**Address inquiries to – Adresser toute demande de renseignements à:**

macsbids@statcan.gc.ca

**Area code and Telephone No.  
Code régional et N° de téléphone**  
(613) 951-2749

**Facsimile No.  
N° de télécopieur**  
(613) 951-2073

**Destination**

Statistics Canada  
Materiel and Contracts Services  
Main Bldg, Room 1405  
150 Tunney's Pasture Driveway  
Ottawa, Ontario K1A 0T6

**Instructions :**

Municipal taxes are not applicable.

Unless otherwise specified herein by the Crown, all prices quotes are to be net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be F.O.B., including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax is to be shown as a separate item.

**Instructions:**

Les taxes municipales ne s'appliquent pas.

Sauf indication contraire, énoncée par la Couronne, dans les présentes, tous les prix indiqués sont des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être F.A.B., y compris tous frais de livraison à la (aux) destination(s) indiquée(s). La somme de la taxe sur les produits et services devra être un article particulier.

**Delivery required – Livraison exigée**

**Delivery offered – Livraison proposée**

**Vendor Name and Address – Raison sociale et adresse du fournisseur**

**Facsimile No – N° de télécopieur :**

**Telephone No – N° de téléphone :**

**Signature**

**Date**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work and the Basis of Payment.  
The Attachments include Attachment 4.1 to Part 4 – Bid Evaluation Criteria.

### **1.2 Summary**

Statistics Canada requires lead arbitrator services to the employer responsible for Statistical Survey Operations for the remainder of the 2011 round of collective bargaining between the employer and the two bargaining units of the Public Service Alliance of Canada. The contract will finalize the work required for the Arbitral Awards and the signing of the two collective agreements. The estimated period of the contract is from Contract award to December 31, 2015.

As per the Integrity Provisions under section 01 of *Standard Instructions 2003 and 2004*, Bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the *Supply Manual* for additional information on the Integrity Provisions.

For services requirements, Bidders must provide the required information as detailed in article 2.3 of Part 2 of the bid solicitation, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

The Office of the Procurement Ombudsman (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 email 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).

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## **PART 2 - BIDDER INSTRUCTIONS**

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

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

In the complete text content (except Section 1.0, Section 3.0, and Section 20):

Delete: Public Works and Government Services Canada  
Insert: Statistics Canada

Delete: PWGSC  
Insert: StatCan

### **2.2 Submission of Bids**

Bids must be submitted only to Statistics Canada by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to Statistics Canada will not be accepted.

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

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

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than two (2) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must

be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## **2.5 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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.

## **2.6 Basis for Canada's Ownership of Intellectual Property**

Statistics Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: (6.4.1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 electronic copy - PDF)

Section II: Financial Bid (1 electronic copy - PDF)

Section III: Certifications (1 electronic copy - PDF)

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

Canada 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 the bid solicitation.

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

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

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

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

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

- 3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

**3.1.2 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

See Attachment 4.1 to Part 4 – Bid Evaluation Criteria

##### **4.1.1.2 Point Rated Technical Criteria**

See Attachment 4.1 to Part 4 – Bid Evaluation Criteria

### **4.2 Basis of Selection**

#### **4.2.1 Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - a) comply with all the requirements of the bid solicitation; and
  - b) meet all mandatory criteria; and
  - c) obtain the required minimum of 140 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 190 points.
2. Bids not meeting a) or b) or c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).



**Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)**

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.19$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		84.18	73.15	77.19
<b>Overall Rating</b>		1st	3rd	2nd

**ATTACHMENT 4.1 TO PART 4  
BID EVALUATION CRITERIA**

**1) MANDATORY TECHNICAL CRITERIA**

At a minimum, the Bidder must provide the following information for each project or case submitted in response to the criterion:

1. Organization name for which the services were rendered
2. Detailed description of the negotiation (maximum 2 pages)
3. Start and end date of the negotiation
4. Contact name, phone number, and email address

Canada reserves the right to contact any or all references supplied by the Bidder to verify and validate any information submitted by the Bidder

		<b>Bidder's Response</b>
<b>MTC #</b>	<b>Mandatory Technical Criteria (MTC)</b>	<b>Proposal Page Number</b>
<b>MTC1</b>	<p><b><u>Proposed Resource/Individual</u></b></p> <p>The Bidder must demonstrate through projects completed (<u>referencing resume is not sufficient</u>) that the proposed resource has a minimum of ten (10) years experience in negotiating Collective Agreements within the Canadian Federal Public Service for a Separate Agency under <b>Schedule V</b> of the Financial Administration Act (FAA) within the last fifteen (15) years.</p> <p><b>EB Address for FAA:</b> <a href="http://laws.justice.gc.ca/eng/acts/F-11/index.html">http://laws.justice.gc.ca/eng/acts/F-11/index.html</a></p>	
<b>MTC2</b>	<p><b><u>Proposed Resource/Individual</u></b></p> <p>The Bidder must demonstrate (<u>referencing resume is not sufficient</u>) that the proposed resource has negotiated a minimum of three (3) cases in front of the Public Service Labour Relations Board within the Canadian Federal Public Service within the last 10 years.</p>	
<b>MTC3</b>	<p><b><u>Résumé - Proposed Resource/Individual</u></b></p> <p>The Bidder must provide the résumé of the proposed resource. The résumé must clearly describe the following information:</p> <ul style="list-style-type: none"> <li>• Name;</li> <li>• Education;</li> <li>• Specific skills and experience related to the mandatory criteria and point-rated criteria.</li> </ul>	

## 2) POINT-RATED TECHNICAL CRITERIA

At a minimum, the Bidder should provide the following information for each project or case submitted in response to the criterion:

1. Organization name for which the services were rendered
2. Detailed description of the negotiation (maximum 2 pages)
3. Start and end date of the negotiation
4. Contact name, phone number, and email address

Canada reserves the right to contact any or all references supplied by the Bidder to verify and validate any information submitted by the Bidder

PRTC #	Point-Rated Technical Criteria (PRTC)	Bidder's Response	
		Max. Points	Proposal Page Number
PRTC1	<p><b><u>Proposed Resource/Individual - Education</u></b></p> <p>The Bidder should demonstrate that the proposed resource has a University degree (PhD, Masters, or Baccalaureate degree) from a recognized University in Canada in Human Resources or Labour Relations OR at least ten (10) years of experience in negotiating Collective Agreements within the Canadian Federal Public Service.</p> <p><b>Points will be awarded as follows:</b>                      PhD = 10 points                      Masters = 9 points                      Baccalaureate = 8 points                      Post-Secondary School diploma or ten (10) years experience in negotiating Collective Agreements within the Canadian Federal Public Service = 7 points</p> <p><b>Note: A copy of the degree (or post-secondary school diploma) should be provided or the demonstration of the 10 years of experience</b></p>	10	
PRTC2	<p><b><u>Proposed resource/Individual</u></b></p> <p>The Bidder should demonstrate (<u>referencing resume is not sufficient</u>) that the proposed resource has additional experience in negotiating Collective Agreements within the Federal Public Service for Separate Agency (<b>Schedule V</b> of the FAA) over and above the minimum requirement of ten (10) years indicated in M1.</p> <p><b>Points shall be awarded as follows:</b></p> <p>More than 10 years and less than 12 years = 62 pts                      12 years and more and less than 14 years = 68 pts                      14 years and more and less than 16 years = 74 pts                      16 years and more = 80 points</p>	80	

<b>PRTC3</b>	<p><b><u>Proposed Resource/Individual</u></b></p> <p>The Bidder should demonstrate (<u>referencing resume is not sufficient</u>) that the proposed resource has additional experience negotiating in front of the Public Service Labour Relations Board in the last 10 years, over and above the minimum requirement of three (3) cases indicated in M2.</p> <p><b>Points shall be awarded as follows:</b>  4 cases = 16 points  5 cases = 18 points  6 cases or more = 20 points</p>	20	
<b>PRTC4</b>	<p><b><u>Proposed resource/Individual</u></b></p> <p>The Bidder should demonstrate (<u>referencing resume is not sufficient</u>) that the proposed resource has experience as a Chief or Head Negotiator during a Collective Bargaining Process in the Federal Public Service for a Separate Agency.</p> <p><b>Points shall be awarded as follows:</b>  3 projects = 14 points  4 projects = 16 points  5 projects = 18 points  6 projects or more = 20 points</p>	20	
<b>PRTC5</b>	<p><b><u>Proposed resource/Individual</u></b></p> <p>The Bidder should demonstrate (<u>referencing resume is not sufficient</u>) that the proposed resource has experience in the preparation and presentation of a submission in order to obtain Treasury Board approval.</p> <p><b>Points shall be awarded as follows:</b>  3 projects = 14 points  4 projects = 16 points  5 projects = 18 points  6 projects or more = 20 points</p>	20	
<b>PRTC6</b>	<p><b><u>Proposed resource/Individual</u></b></p> <p>The Bidder should demonstrate (<u>referencing resume is not sufficient</u>) that the proposed resource has experience as being an active participant at the negotiation table during the negotiation of a collective agreement</p> <p><b>Points shall be awarded as follows:</b>  1 project = 28 points  2 or 3 projects = 34 points  4 projects or more = 40 points</p>	40	
<b>Minimum points required</b>		<b>140</b>	
<b>Total maximum rated points</b>		<b>190</b>	

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## **PART 5 – CERTIFICATIONS**

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Precedent to Contract Award**

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 Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame specified will render the bid non-responsive.

#### **5.1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **5.1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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 \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

#### **5.1.3 Additional Certifications Precedent to Contract Award**

##### **5.1.3.1 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation 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 similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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 Contracting Authority,

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provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

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Signature

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Date

### **5.1.3.2 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

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Signature

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Date

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## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### **6.2 Standard Clauses and Conditions**

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

#### **6.2.1 General Conditions**

[2035](#) (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### **6.2.2 Supplemental General Conditions**

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

### **6.3 Security Requirements**

There is no security requirement applicable to this Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to December 31, 2015 inclusive.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Nausheena Wright

Title: Coordinator

Statistics Canada

Corporate Support Services Division

Address: 150 Tunney's Pasture Driveway, Ottawa, Ontario, K1A 0T6

Telephone: 613-951-2749

Facsimile: 613-951-2073

E-mail address: macsbids@statcan.gc.ca

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

#### **6.5.2 Project Authority**

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The Project Authority for the Contract is: **(To be completed at Contract Award)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

E-mail address: \_\_\_\_\_

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

### **6.5.3 Contractor's Representative**

**(To be completed at Contract Award)**

### **6.6 Proactive Disclosure of Contracts with Former Public Servants**

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

### **6.7 Payment**

#### **6.7.1 Basis of Payment**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B" to a ceiling price of \$ **(To be completed at Contract Award)**. Customs duties are *included* and Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

Canada will not pay any travel or living expenses associated with performing the Work.

#### **6.7.2 Limitation of Price**

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

#### **6.7.3 Monthly Payment**

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



## 6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - o One (1) copy (paper or electronic) must be forwarded to the following address for certification and payment.

Financial & Administrative Service Division  
Statistics Canada  
RH Coats Bldg., (RHC6L)  
100 Tunney's Pasture Driveway  
Ottawa, ON, K1A 0T6  
Canada  
Email: [financecounter@statcan.gc.ca](mailto:financecounter@statcan.gc.ca)

- o One (1) copy (paper or electronic) must be forwarded to the Contracting Authority and the Project Authority identified under the section entitled "Authorities" of the Contract.

## 6.9 Certifications

### 6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 6.11 Priority of Documents

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

- a) the Articles of Agreement;
- b) the supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information
- c) the general conditions 2035 (2014-09-25), Higher Complexity - Services;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*"), as clarified on \_\_\_\_\_ " **or** ", as amended on \_\_\_\_\_ " *and insert date(s) of clarification(s) or amendment(s)*).

## 6.12 Insurance

SACC Manual clause [G1005C](#) (2008-05-12) Insurance

### **6.13 Dispute Resolution Services**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

### **6.14 Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

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## ANNEX "A"

### STATEMENT OF WORK

#### SW.1.0 TITLE

Nomination for Employer Representative on the Arbitration Board

#### SW.2.0 BACKGROUND

The Collection and Regional Services Branch (CRSB) is responsible for Statistical Survey Operations (SSO) which employs approximately 2,000 interviewers and senior interviewers to carry out data collection operations throughout Canada.

Statistical Survey Operations is identified as a Separate Employer in Part XI, Schedule V of the *Financial Administration Act*, pursuant to which the Minister responsible for Statistics Canada has the authority to exercise and perform the powers and functions of the Treasury Board in relation to the personnel management of Statistical Survey Operations.

SSO is an organization comprised of interviewers and senior interviewers who work either in the field or in one of the five data collection sites located in regional offices across the country. Its mandate is to collect information from Statistics Canada survey respondents regarding their business or household. The office and field senior interviewers are managed by the regional office management structure.

The number of SSO employees depends on the survey workload of the Collection and Regional Services Branch in order to meet the Branch's mandatory, but highly variable commitments. SSO employees are temporary workers as per the *Statistics Act*. SSO interviewers are remunerated on an hourly rate, work on a part-time basis and their assignments are workload driven. There is only one classification group (interviewers) with two levels – interviewers and senior interviewers. Interviewers conduct the actual interviews either by telephone or by personal interviewing. Senior interviewers recruit, train and supervise the work of the interviewer.

Both Field and Office Interviewers are required to work evenings and weekends. Office Interviewers are scheduled based on the volume and nature of available survey work. Field interviewers manage their own caseload based on respondent availability and survey deadlines. Consequently, traditional benefits cannot be applied and must be adapted to suit these unique working conditions.

SSO employees belong to two separate bargaining units – Field and Office - both of which are represented by the Union of National Employees, the Public Service Alliance of Canada. Both collective agreements expired on November 30, 2011.

At the beginning of the 2011 collective bargaining process, the Union chose arbitration if a settlement could not be reached. An impasse was declared at the end of October 2013 at both negotiation tables. On January 29, 2013, the Public Servant Labour Relations Board notified Statistical Survey Operations that, as per Section 140(1) of the *Public Service Labour Relations Act*, an Employer representative for the Arbitration Board would be required.

Following a decision reached by the president of the Arbitration Board in February 2014, the Public Service Alliance of Canada launched an appeal of the decision to the Federal Court of Appeal. On January 16, 2015, the Federal Court of Appeal rendered its decision and upheld the previous decision of the Arbitration Board.

High-level constraints include the following:

- all arbitration sessions will be held in Ottawa;

### SW.3.0 OBJECTIVES

The purpose of this contract is to supply lead arbitrator services to the employer responsible for Statistical Survey Operations - Statistics Canada – for the remainder of the 2011 round of collective bargaining between the employer and the two bargaining units of the Public Service Alliance of Canada. This contract will finalize the work required for the Arbitral Awards and the signing of the two collective agreements.

### SW.4.0 PROJECT REQUIREMENTS

The following list of activities has been developed based on the usual activities related to the mediation/arbitration process. It is possible that activities not listed below could be required in order to bring the arbitration process to a conclusion or in order to meet statutory requirements. Moreover, many of these activities will be repetitive at various points in the process and may not necessarily be required in the order in which they're presented here.

#### SW.4.1 Tasks, Deliverables, and Constraints

Tasks/Activities	Deliverables / Milestones	Constraints
Assume responsibility as the Employer's - Statistical Survey Operations (SSO) – representative on the Arbitration Board.		Note that the timing/schedule of the entire process as well as the effort required for each of the tasks will depend on a number of factors, including, but not limited to the following: Treasury Board of Canada Secretariat requirements; availability of Arbitration Board members;
Finalize all necessary documentation for both bargaining tables – Interviewers & Senior Interviewers engaged in the carrying out of survey activities primarily inside Statistics Canada Regional Offices (CATI), & Interviewers & Senior Interviewers engaged in the carrying out of survey activities primarily outside Statistics Canada Regional Offices (CAPI).		
Manage all communication with the Unions' Arbitration Board nominees.		
Present and lead a discussion of the impacts of the arbitral awards to the two Employer negotiation teams including the identification of favorable and unfavorable elements for the employer		

Analyse and cost the arbitration tribunal decisions and evaluate their financial impacts on the Employer. This task will also be done in collaboration with the Manager, SSO Secretariat.	Presentation of the costing document to the relevant bargaining teams.	
Prepare articles for revision following arbitration tribunal awards		
Compile, validate and communicate information and documentation to, and for, the Labour Relations directorate of the Treasury Board of Canada Secretariat.	Submission of documents, files, etc. for each bargaining session and meeting to the Manager, SSO Secretariat.	

## **SW.5.0 OTHER SOW TERMS AND CONDITIONS**

### **SW.5.1 Contractor obligations**

In addition to the obligations outlined in Section 2 of this Statement of Work, the Contractor must:

- submit all written reports in hard copy and electronic format (Microsoft Word);
- attend meetings with stakeholders, if necessary;
- participate in teleconferences, as required;
- return all materials and documentation (hard and electronic copies) belonging to StatCan upon completion of the Contract;

### **SW.5.2 StatCan obligations**

Access to the following facilities will be provided by the Crown to the Contractor:

- Access to departmental policies and procedures, publications, reports and studies;
- Access to the Manager of the SSO Secretariat who will be responsible for coordinating activities;
- Any additional assistance or support required by the Employer to the conclusion of the 2011 round of collective bargaining.

### **SW.5.3 Location of work, work site and delivery point**

The work will be carried out in at various locations within the metropolitan area of Ottawa-Gatineau, and will be dependent upon the progress of the arbitration process.

### **SW.5.4 Language of work**

The work will be carried out in both official languages .

### **SW.5.5 Environmental considerations**

All projects should be delivered in an environmentally responsible manner, to the fullest extent possible. Clients and suppliers will be encouraged to transmit work requests electronically.

All non-electronic correspondence and deliverables should be certified as originating from a sustainable managed forest and/or with a minimum of 30% recycled content and processed chlorine free, whenever possible. Double-sided photocopying will be the default unless otherwise specified by the Project or Contracting Authority. Photocopied documents are to be in black and white format unless otherwise specified.

The supplier will be encouraged to provide proofs for client review and approval either on-screen or by e-mail, CD, DVD or zip file, wherever possible. Should printed material be required, double-sided format will be the default unless otherwise specified by the client.

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**ANNEX "B"**

**BASIS OF PAYMENT**

**Contract Period:** Contract Award to December 31, 2015

<b>Name of Resource</b>	<b>Estimated Level of Effort (days)</b>	<b>Firm All-Inclusive Per Diem Rate</b>	<b>Total</b>
	14	\$	\$