

**Title: Investigations Services**

**REQUEST FOR STANDING OFFER (RFSO) ISSUE DATE: MAY 8, 2015**

**CLOSING DATE: JUNE 17, 2015 CLOSING TIME AND TIME ZONE: 10 AM EDT**

**FOR ADDITIONAL INFORMATION PLEASE CONTACT: BENOIT SABOURIN**

**BENOIT.SABOURIN@CHRC-CCDP.GC.CA**

**DELIVERY INSTRUCTIONS FOR BID / PROPOSAL**

**BID SUBMISSION ENVELOPES ARE TO BE RETURNED TO THE FOLLOWING ADDRESS:**

Canadian Human Rights Commission  
Bid Receipt Office  
344 Slater Street, 8<sup>th</sup> floor  
Mailroom  
Ottawa, Ontario  
K1A 1E1

ATTENTION: BENOIT SABOURIN  
RFSO REFERENCE NUMBER: P1600074

**HOURS OF OPERATION: 08H30 TO 16H30 (EDT)**

**Any contact made during the RFSO process, with anyone other than the Contracting Officer identified in this RFSO will be deemed non-compliant.**

Please advise the Contracting Authority if any accommodation measures are necessary in order to enable you to participate in this request for standing offer process.

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

#### **REVISION OF DEPARTMENTAL NAME:**

Reference to the Minister of Supply and Services or to Public Works and Government Services contained in any term, condition or clause of this contract shall be replaced by the Canadian Human Rights Commission (CHRC).

### **1.2 Summary**

The Commission is establishing a Departmental Individual Standing Offer for investigative services related to complaints received by the Commission. All work performed by the selected Bidder must meet the Commission's high standards of objectivity and neutrality.

Investigative services may include meetings and interviews with the complainant, respondent and witnesses as identified throughout the process and the preparation of an investigative report setting out the evidence gathered, all in accordance with the Commission's investigation procedures. Work can be carried out in person, by telephone and/or correspondence, or through a combination of these as determined in consultation with the Commission Representative. Interested Bidders should be aware of the national scope of the Commission's mandate and of its efforts to effectively deliver its mandate in different geographic areas.

The Request for standing offer does not constitute any obligation on the part of the Commission to enter into a contract, and no compensation will be paid to any Bidder for the preparation of proposals.

Offerors will be evaluated for suitability for the Commission's anticipated needs under this Standing Offer Agreement solely according to the information provided by the offerer in the bid proposals and accompanying samples submitted in support of the proposals.

It is understood and agreed that:

- a) a contractual obligation will come into force when there is work authorized against the Standing Offer by the issuance of a contract and only to the extent designated in the authorization;
- b) this document does not oblige the Commission to authorize or order any work whatsoever; and
- c) the Commission's liability under this arrangement shall be limited to the actual amount of work authorized and performed within the terms and conditions specified.

### **1.3 Security Requirements**

Refer to section 10 of the statement of work

### **1.4 Debriefings**

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

## **PART 2 - OFFEROR INSTRUCTIONS**

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

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

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

The [2006 - 2014-09-25 Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements](#), are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days  
Insert: 180 days

### **2.2 Submission of Offers**

Offers must be submitted only to the Canadian Human rights Commission Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to CHRC 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

#### **Definitions**

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

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

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES ( ) NO ( )

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published

proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** ( ) **NO** ( )

If so, the Offeror must provide the following information:

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

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 - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

### **2.5. Applicable Laws**

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

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

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

### **3.1. Offer Preparation Instructions**

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

Section I: Technical Offer (4 hard copies) and 1 soft copy on *CD, DVD* or USB key

Section II: Financial Offer (1 hard copy)

Section III: Certifications (2 hard copies)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (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.

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, offerors 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 Offer**

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

Evidence of your company's ability to carry out such a project and a statement indicating your understanding of our requirements.

Bidders are required to provide curriculum vitae for each of the personnel to be utilized for the work to be undertaken under any resulting contract. These curriculum vitae must clearly indicate beyond any doubts that the qualifications of such personnel meet the requirement specified in the Statement of Work. **FAILURE TO DO SO WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

In addition to providing the core group, the firm must demonstrate that it has an adequate pool of back-up personnel who meet the mandatory requirements of this proposal should it be necessary for replacements. This clause does not apply to sole investigators submitting a proposal.

#### **Section II: Financial Offer**

Offerors will be paid a fix prices for work done under this standing offer. Rates are predetermined by CHRC. See Annex B .Offerors will certify in their financial proposal that they agree to undertake the work at the rates specified in Annex B.



Offerors will include this statement in their financial bid.

"We hereby offer to sell and/or supply to Her Majesty the Queen in Right of Canada, for terms and conditions set out herein, the supplies and/or services listed herein and/or any attached sheets at the price(s) set out therefore".

### **3.1.1 Payment by Credit Card**

Government of Canada Acquisition Cards will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:  
Master Card

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

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

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Technical Evaluation**

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

Refer to attachment 1 to part 4

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

Refer to attachment 1 to part 4

#### **4.1.2 Financial Evaluation**

Offerors must certify to provide the services described in the SOW at the rate prescribed in the SOW if ever they receive a request for call-up.

### **4.2 Basis of Selection**

It is understood by the parties submitting proposals that, to be considered valid, a proposal must meet all mandatory requirements specified herein and obtain a minimum of 48.75 points out of 65 in the rated criteria. Proposals not meeting these requirements will be given no further consideration.

## **PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and associated information to be issued a standing offer. Offerors are asked to complete attachment 1 to part 5 and include it in their bid package.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

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

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

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

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. 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 - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list ([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 Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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

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

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer 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 Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

See section 7.8.1 of part 7 standing offer and resulting contract clauses for additional details

#### **5.1.3.2 Security**

Security Clearances/Reliability Checks: Bidder must indicate acceptance of Section 10 of Annex A "Security".

#### **5.1.3.3 Specific Contract Terms and Conditions**

Acceptance of specific contract terms and conditions. These might include delivery of reports in a certain number of copies, on certain dates, in certain media formats; as well the need for continuity of assigned personnel and notice requirements for their replacement; provision of regular oral reports as required by the Commission Representative and any other terms and conditions specified in this RFSO.

### **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

#### **6.1 Security Requirements**

See section 10 of the Statement of work

#### **6.2 Insurance Requirements**

Offerors are responsible for deciding if insurance coverage is necessary to fulfill the obligations under the Standing Offer to ensure compliance with any applicable law. Any insurance acquired or maintained by Offerors is at their own expense and for their own benefit and protection. It does not release the successful Offeror from or reduce its liability under the Standing Offer.

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

#### **A. STANDING OFFER**

##### **7.1 Offer**

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

##### **7.2 Security Requirements**

See section 10 of the Statement of work

##### **7.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *[Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-)* (<https://buyandsell.gc.ca/policy-and->

guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

**7.3.1 General Conditions**

2005 2014-09-25 General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

**7.3.2 Standing Offers Reporting**

N/A

**7.4 Term of Standing Offer**

**7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from October 1, 2015 to September 30, 2017.

**7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three (3) one (1) year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority five (5) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

**7.5. Authorities**

**7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

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

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

**7.5.2 Project Authority**

The Project Authority for the Standing Offer is:

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

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

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

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

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

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

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

### 7.5.3 Offeror's Representative

TBD

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

### 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: The Canadian Human Rights Commission.

### 7.8 Call-up Procedures

It is the Commissions intent to award multiple standing offers.

Call-ups are assigned depending on the Contractor's capacity to provide the service in the official language required, his/her availability and on the characteristics of each case including, but not limited to, the nature of the allegations and the location where the alleged events occurred.

#### 7.8.1 Work Authorization

Work under any Standing Offer Agreement established as a result of this invitation for proposals will be authorized upon submission of a Call-up Against a Standing Offer and as follows:

7.8.1.1 The CHRC Representative will provide the selected Bidder with the complete file on the complaint to be investigated;

7.8.1.2 The work plan and schedule can be subject to negotiation between the selected Bidder and the CHRC Representative;

7.8.1.3 The individual proposed by the selected Bidder and any subsequent replacements must be mutually acceptable:

- the proposed resource must be available at contract start and committed to the project;
- should the services of any individual prove unsatisfactory to the Commission, the selected Bidder will be informed in writing and the individual must be replaced;

- to ensure required service levels, a minimum of one (1) week overlap at no charge to the Commission is required when an individual is being replaced;
- the selected Bidder must receive prior consent from the CHRC Representative before the selected Bidder can implement any changes affecting the contracted resources' ability to perform his/her duties or move the resource into or out of this contract. In such cases, the CHRC Representative requires:
  - a) at least two (2) weeks prior notice;
  - b) the right to conduct an interview with the proposed replacement;
  - c) the right to administer a written/oral examination to evaluate the replacement's skill level;
  - d) the right to reject any unsuitable proposed replacement resource, in which case the selected Bidder must find another suitable resource within the conditions outlined in 7.8.1.5 below.
- the entire process listed above will be at the selected Bidder's expense. If, as a result of the interviews the proposed replacement individual is considered to be suitable by the CHRC Representative and subsequently proves to be unsuitable, the measures stated in 7.8.1.4 below may be instituted.

7.8.1.4 All services rendered during the awarded contract are subject to evaluation within a reasonable time from commencement of the proposed contract on the basis of quality and adherence to the Commission's schedule and standards. Personnel assigned must be capable of performing at a level of competence deemed acceptable by the CHRC Representative. Should personnel be unsuitable, the CHRC Representative may verbally notify the selected Bidder and follow up with a written notice to the selected Bidder within 24 hours. The selected Bidder will have five (5) working days from receipt of verbal notification to provide the requested adjustment, or requested replacement. If the selected Bidder is unable or unwilling to satisfy the CHRC Representative's request, the contract may be terminated at no further cost to the Commission.

7.8.1.5 The selected Bidder will be authorized by the Commission to proceed with the work by issuance of a Call-up Against a Departmental Standing Offer.

## 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form. *PWGSC-TPSGC 942, Call-up Against a Standing Offer*

## 7.10 Limitation of Call-ups

See Annex B Statement of work

## 7.11 Financial Limitation

N/A

## 7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;

- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-09-25), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2035 (2014-09-25), General Conditions - Higher Complexity - Services ;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer. "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## **7.13 Certifications**

### **7.13.1 Compliance**

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

### **7.13.2 Federal Contractors Program for Employment Equity - Setting aside**

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

### **7.13.3 SACC Manual Clauses**

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

## **7.14 Applicable Laws**

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

## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer. Annex A to the RFSO.

## 7.2 Standard Clauses and Conditions

### 7.2.1 General Conditions

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

Section 17 Interest on Overdue Accounts, of 2035 General Conditions - Higher Complexity - Services will not apply to payments made by credit cards.

## 7.3 Term of Contract

### 7.3.1 Delivery Date

#### 7.3.1 Period of the Contract

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

## 7.4 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.5 Payment

### 7.5.1 Basis of Payment

#### **Professional Fees**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ (*insert amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" or "are subject to exemption"*) and Applicable Taxes are extra.

#### **Travel and Living Expenses**

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".

All travel must have the prior authorization of the \_\_\_\_\_ (*insert "Technical" or "Project" or "Contracting"*) Authority.

All payments are subject to government audit.

Estimated Cost: \$ \_\_\_\_\_ .

#### **Other Direct Expenses**

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.



Estimated Cost: \$\_\_\_\_\_

**Option to Extend the Contract**

If the Canadian Human Rights Commission decides to exercise the option periods it will be paid the fees stipulated in Annex B of this contract

**7.5.2 Limitation of Expenditure**

The sum of all call ups under the standing offers shall not exceed \$1,200,000.

**7.5.3 Multiple Payments**

Canada will pay the Contractor upon completion and delivery of work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

**7.5.4 SACC Manual Clauses**

N/A

**7.5.5 Payment by Credit Card**

The following credit card is accepted: Mastercard.

**7.6 Invoicing Instructions**

See section 12 of general conditions [2035 \(2014-09-25\)](#) - Higher Complexity – Services.

**7.7 Insurance**

Offerors are responsible for deciding if insurance coverage is necessary to fulfill the obligations under the Standing Offer to ensure compliance with any applicable law. Any insurance acquired or maintained by Offerors is at their own expense and for their own benefit and protection. It does not release the successful Offeror from or reduce its liability under the Standing Offer.

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **1.0 BACKGROUND**

The Canadian Human Rights Commission ("the Commission") is a small independent agency (approx. 190 employees) reporting directly to Parliament on an annual basis. It was established in 1978 to administer the Canadian Human Rights Act. The purpose of the Act is to promote equality of opportunity and to protect individuals from discrimination. The Commission also has a mandate under the Employment Equity Act, which seeks to correct disadvantageous conditions of employment experienced by women, Aboriginal people, persons with disabilities and members of visible minorities. Both the Canadian Human Rights Act and the Employment Equity Act apply to federal departments and agencies, Crown Corporations and federally regulated private sector companies. Information on the Commission is available on the Internet at <http://www.chrc-ccdp.gc.ca>.

Part III of the Canadian Human Rights Act sets out the Commission's responsibilities in relation to complaints of discrimination. As part of the Human Rights Protection Branch, the Investigations Division is responsible for, amongst other matters, the investigation of complaints. The term "investigation" under the Canadian Human Rights Act refers to the stage of the complaint process in which evidence is gathered and analysed for the purpose of making a recommendation to the members of the Canadian Human Rights Commission on the disposition of the complaint.

The investigator, who is designated under the Canadian Human Rights Act, is responsible for conducting the investigation and preparing a report to the members of the Commission in which he or she makes a recommendation on the disposition of the complaint.

#### **2.0 PROJECT OBJECTIVE AND REQUIREMENTS**

The Commission is establishing a Departmental Individual Standing Offer for investigative services related to complaints received by the Commission. All work performed by the selected Bidder must meet the Commission's high standards of objectivity and neutrality.

#### **3.0 SCOPE OF WORK**

Investigative services may include meetings and interviews with the complainant, respondent and witnesses as identified throughout the process and the preparation of an investigative report setting out the evidence gathered, all in accordance with the Commission's investigation procedures. Work can be carried out in person, by telephone and/or correspondence, or through a combination of these as determined in consultation with the Commission Representative. Interested Bidders should be aware of the national scope of the Commission's mandate and of its efforts to effectively deliver its mandate in different geographic areas.

#### **4.0 PROJECT DETAILS**

The Contractor shall complete the investigation of complaints listed on the Call-up against a Standing Offer document (hereinafter referred to as "Call-up"), and identified by the complaint numbers, in accordance with the requirements listed below.

**Phase 1 - The Introductory Stage**

This includes, but is not limited to, the preparation and mailing by the contractor, within ten (10) days of receipt of an investigation file, of a letter as prescribed by the Commission and informing the parties that the Contractor is responsible for the completion of the investigation.

**Phase 2 - The Initial Draft Report Stage**

Shall include but is not limited to, the completion of an initial draft investigation report, no later than forty-five days (45) after receipt of the investigation file by the contractor, deemed satisfactory by the Commission Representative. Alternatively, the contractor and the Commission representative can agree on a reasonable date. The draft report shall, at a minimum, present the subject matter of the complaint, background information, a summary of the relevant information contained in the respondent's defence and the complainant's rebuttal as well as all relevant evidence received from the parties to date, the investigation criteria which will be used to assess the evidence, a list of the documents the investigator proposes to request, and a list of witnesses to be interviewed.

**Phase 3 - The Investigation Stage**

Shall include but is not limited to, interacting with the parties on a regular basis, interviewing witnesses deemed to have relevant information, consulting with the Commission Representative as required, as well as the gathering and reviewing of all relevant documentary evidence required to fully analyze the allegations.

**Phases 4 & 5 – Draft Report and Final Report Stage**

Shall include but is not limited to, the satisfactory completion of an investigation report deemed by the Commission Representative as suitable for disclosure to the parties and presentation to the Members of the Commission, and a list of most current addresses for the parties. The Contractor shall provide a final draft of the investigation report no later than fifteen (15) days prior to the expiration date of the contract. This work is final if no other work is requested by the Commission.

**The Review Stage**

Shall include but is not limited to, the timely provision of written comments in response to submissions from the parties regarding the investigation report.

**Further Investigation**

Should the Commission decide at one of its meetings that further investigation is required in a file completed by the Contractor, the Contractor may be asked to complete the requested further work and prepare a supplementary report.

**Special Circumstances**

The Contractor will be asked to provide a brief report when the complainant decides to withdraw the complaint early in the investigation process, or where the complainant is not responding to the investigator's attempts to contact him.

**Investigation Completion Time Frame**

The cases that will be listed on the Call-up document must be completed by the dates identified.

## **Investigation File Maintenance**

Investigation files are subject to the provisions of the Privacy Act and the Access to Information Act.

Each investigation file must be kept in good order, with notes to file and correspondence dated and secured in the file in chronological order. Investigation reports, interview notes, notes to file and correspondence produced by the Contractor must be typed and saved in Microsoft Word format. Any handwritten version of notes regarding conversations with the parties or witness interviews must be attached to the typed version.

When the Contractor returns the completed investigation file to the Commission, the Contractor must ensure that all documents, such as electronic mail messages and correspondence to and from the Contractor, hand written notes, reports, are transferred to the Commission. The Contractor must certify in writing that he has not retained documents relating to that investigation, whether they be printed or in electronic format such as found in desk top computers, portable computers and /or hand held electronic communication devices.

## **5.0 WORK DISTRIBUTION**

The Commission Representative is responsible for the distribution of work among the Contractors. Investigation files are assigned depending on the Contractor's capacity to provide the service in the official language required, his/her availability and on the characteristics of each case including, but not limited to, the nature of the allegations and the location where the alleged events occurred.

## **6.0 MANAGEMENT OF THE PROJECT**

The Commission is responsible for matters concerning the financial content of the work, including receipt and acceptance of the deliverables under this requirement. Any proposed changes to the Scope of Work and/or financial commitments are to be received and approved by the Commission Representative.

## **7.0 CONFLICT OF INTEREST**

The Contractor must declare that he has no interest in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately in writing to the Commission Representative. It is a term of the contract that any Contractor engaged shall conduct themselves in a manner such that there is not and will not be any conflict arising from interest of other clients of the Contractor. This includes potential appearance of conflict of interest when no actual conflict of interest exists.

## **8.0 CONFIDENTIAL INFORMATION**

Any information of a character confidential to the affairs of Her Majesty to which the successful Contractor, or any officer, servant or agency of the Contractor becomes privy as a result of the work to be performed under the Call-up, shall be treated as confidential, during as well as after, the performance of the said services.

## **9.0 TIMING**

The contract period is expected to be for a two (2) year period from October 1, 2015 to September 30, 2017, and renewable annually thereafter for a maximum of three (3) additional years as outlined in section 13.0 FINANCIAL INFORMATION.

## **10.0 SECURITY REQUIREMENTS**

The successful bidders proposed resources must hold a valid security clearance at the level of "Reliability Status" and meet the security requirements specified in the security guide below. CHRC will initiate a security screening if the successful bidder proposed resource(s) is not security cleared at this level. This clearance can only be used when providing services under the standing offer agreement.

## **Security Guide**

The successful bidder must apply the following policy when collating and/or gathering information and writing reports on behalf of the Canadian Human Rights Commission (CHRC):

Policy on Government Security; and Directive on Management of Departmental Security;  
Appendix C: Security Controls

The successful bidder must apply the following standards:

Management of Information Technology Security (MITS);  
Physical Security.

## **Security Controls**

The successful bidder must:

Safeguard electronic information and work on electronic documents solely on a removable media (McAfee Password Encrypted USB Key) provided by the Commission, and as per CHRC internal procedures; and Store the removable media and/or hard copy information (Protected B) in a container appropriate for the information (a locked cabinet or desk drawer). Internet access should be disabled while working on CHRC Protected information, and the work must be done directly on the secure removable media provided by the CHRC.

The successful bidder shall provide a signed checklist for each contract awarded confirming that the mandatory security measures were taken to safeguard CHRC protected information.

The successful bidder will be provided with a USB Key when a file or files are assigned to him or her. The Key must be returned with the file when the investigation has been completed.

## **Audit**

The successful bidder will agree to submit, upon request, to a security audit by officials and/or representatives of the Canadian Human Rights Commission (CHRC).

The consequences of being found in violation of the policy, directive, security controls and standards will be based on section 7.1 of the Directive on the Departmental Security Management, which reads:

7.1 The deputy head is responsible for investigating and responding to issues of non-compliance with this directive. The deputy head is also responsible for ensuring appropriate remedial actions are taken to address these issues.

No contract will be awarded unless these requirements are met.

## **11.0 SAMPLING OF INVESTIGATIONS CRITERIA**

The following is a sampling of criteria used in Commission investigations. This list is not an exhaustive list of all potential complaints. The criteria set out a specific formula for processing the investigations, depending on the nature of the complaint.

## 11.1 Alleged termination of employment

### Steps in the Investigation

#### Step 1:

The investigation will examine whether there is support for the complainant's allegation of termination of employment by considering:

- i. whether the complainant was employed by the respondent;
- ii. whether the respondent terminated the complainant's employment; and,
- iii. whether the termination was linked to a distinguishing characteristic of the complainant that relates to one or more prohibited grounds of discrimination.

#### Step 2:

Depending on the investigator's findings, the investigation may also consider:

- i. whether the respondent can provide a reasonable explanation for its actions that is not a pretext for discrimination on a prohibited ground.

## **11.2 Failure to Receive a Job, Promotion or Acting Assignment (or other “employment opportunity”)**

### **Steps in the Investigation**

#### **Step 1:**

The investigation will examine whether there is support for the complainant’s allegation of a failure to receive a job, promotion, acting assignment, training or other employment opportunity by considering:

- i. whether the complainant applied for or sought the employment opportunity;
  - ii. whether the complainant was qualified or otherwise eligible for the employment opportunity;
  - iii. whether the complainant received the employment opportunity; AND  
either:
  - iv. where the complainant did not receive the employment opportunity, whether someone no better qualified or more eligible but lacking the complainant’s characteristic based upon a prohibited ground obtained the employment opportunity;
- OR
- v. whether the respondent continued to seek applicants or candidates for the employment opportunity, based on the same qualifications or eligibility criteria.

#### **Step 2:**

Depending on the investigator’s findings, the investigation may also consider:

- i. whether the respondent can provide a reasonable explanation for its actions that is not a pretext for discrimination on a prohibited ground.

### 11.3 Investigation of Alleged Harassment

#### Steps in the Investigation

##### Step 1:

The investigation will examine whether there is support for the complainant's allegation of harassment by considering:

- i. whether the conduct alleged to be harassing occurred;
- ii. whether the conduct was persistent or repetitious or, in the case of a single incident, the incident was very serious;
- iii. whether the conduct was unwelcome;
- iv. whether the conduct was linked to one or more prohibited ground(s); and,
- v. whether the conduct detrimentally affected the work environment or led to adverse job-related consequences for the complainant.

##### Step 2:

Depending upon the investigator's findings in Step 1, the investigation may also consider:

- i. whether the complainant notified the respondent of the harassment;
- ii. If not, whether the respondent was aware, or should have been aware of the harassment; and,
- iii. whether the respondent took appropriate action to deal with the harassment and to prevent the conduct from continuing.



## 11.4 Alleged differential treatment in employment

### Steps in the Investigation

#### Step 1:

The investigation will examine whether there is support for the complainant's allegation of differential treatment by considering:

- i. in relation to the conduct complained of, whether the complainant was treated in a different manner as compared to other employees;
- ii. whether this treatment involved negative consequences for the complainant;

#### Related questions:

- were there burdens, obligations, or disadvantages imposed on the complainant that were not imposed on other employees?
  - was the complainant deprived of full access to opportunities, benefits, and advantages available to other employees?
- iii. whether the complainant was treated differently based on characteristics that relate to one or more prohibited grounds of discrimination.

#### Step 2:

Depending on the investigator's findings, the investigation may also consider:

- i. Whether the respondent can provide a reasonable explanation for its actions that is not a pretext for discrimination on a prohibited ground.

## ANNEX "B"

### BASIS OF PAYMENT

Payment will be made in Canadian funds.

Customs duties are included and applicable taxes are extra.

#### 1.1 Completed Investigations

Acceptance of the initial rate of \$3,150.00 per completed investigation + up to \$100.00 in expenses (i.e. long distance telephone calls, courier, and photocopying) + pre-approved travel expenses + an hourly rate of \$55.00 to a maximum of ten (10) hours for further investigation work including the preparation of a supplementary report if and when required by the Commission.

Upon invoicing by the Contractor, the Commission will make an initial payment of \$1000.00 at the satisfactory completion of Phase 2, Draft Report Stage.

At the request of the Contractor, the Commission will make a final payment of \$2,150.00 after the return of the completed investigation file and at the satisfactory completion of Phase 5, Final Report Stage.

While the rate for the satisfactory completion of Phase 2, Draft Report Stage will remain unchanged at \$1000.00 for the duration of the contract, the rate per satisfactory completion of Phase 5, Final Report Stage will be increased annually as described in the following table:

October 1, 2016	\$2200.00
October 1, 2017	\$2250.00
October 1, 2018	\$2300.00
October 1, 2019	\$2350.00

Completed investigation rates do not vary according to the number of parties involved or the number of allegations. The amount of work required to complete a case will vary depending on the complexity of the case.

#### 1.2 Special circumstances

Acceptance of the rate of \$1000.00 per completed file in circumstances where only a brief final report is required. These include circumstances such as when the complainant decides to withdraw the complaint early in the investigation process, or where the complainant is not responding to the investigator's attempts to contact him.

#### 1.3 Penalty

Acceptance of the fact that the Commission retains the right to charge a penalty for late delivery of the project when that late delivery is the sole result of the Contractor's request to extend the contract completion date. Such penalty shall be at the rate of \$100.00 for each week of such extension and shall be recovered from the final payment owing upon conclusion of the project. Final payment shall be contingent upon the Commission Representative's satisfaction of the deliverables.

#### 1.4 Travel

All Travel Expenses are to be pre-approved in writing by the Director of Investigations.

## Attachment 1 to PART 4 - REQUEST FOR STANDING OFFERS

### 1.0 MANDATORY REQUIREMENTS

In order to receive consideration by the Commission, a proposal **MUST** respond to the following mandatory requirements **IN THE ORDER SHOWN** and **MUST** include the referenced Section/Page in the Bidder's proposal. Any proposal which fails to indicate clearly that all mandatory requirements have been met will receive no further consideration.

No points are awarded for the Mandatory Requirements, but each such requirement must be met in order for the Bidder's proposal to be evaluated against the Rated Requirements.

RFSO Reference	Mandatory Requirements	Referenced Section/Page in Bidder's Proposal
1.1	<b>M1</b> - The Bidder must demonstrate evidence of previous experience in the field/discipline of investigations of complaints dealing with human rights, labour relations, or workplace discrimination or harassment, etc...by providing two (2) samples of relevant reports submitted within the preceding sixty (60) months. Identification of the parties can be removed.	
1.2	<b>M2</b> - The Bidder must demonstrate evidence of knowledge of current theory and practice in the field/discipline of investigation of complaints related to human rights, labour relations, or workplace discrimination or harassment, etc...by providing the curricula vitae of its agent(s).	
1.3	<b>M3</b> - The Bidder must provide references from two (2) different clients from within the preceding five (5) years which will speak to the Bidder's ability to fulfil contracts on time, within budget and in accordance with expectations.	
1.4	<b>M4</b> - The Bidder must demonstrate capability in one or both official languages, and confirm that the final report will be delivered in the official language of the complaint.	
1.5	<b>M5</b> - The bidder must demonstrate that it has an adequate pool of back-up personnel who meet the mandatory requirements of this proposal should it be necessary for replacements. This mandatory requirement does not apply to sole investigators submitting a proposal.	

1.6	<b>M6 - Certification</b> - Bidders must complete, sign and return the certification form. Attachment 1 to PART 5	
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## 2.0 RATED REQUIREMENTS

In order to qualify for the rating process, proposals **MUST** respond to the following Rated Requirements **IN THE ORDER SHOWN** and include the referenced Section/Page in the Bidder's proposal. The rated portion of the Bidder's proposal is considered only if it meets all the mandatory requirements. Any proposal which fails to obtain a **MINIMUM OF 48.75 points out of 65 points** on the rated requirements will be given no further consideration.

RFSO Reference	Rated Requirements	Max Points	Referenced Section/Page in Bidder's Proposal
<p><b>2.1</b></p> <p><b>Note:</b> A repetition of the contents of the RFSO, without providing <b>evidence</b> substantiating the Bidder's experience in providing these services, will result in a score of '0' on this requirement.</p>	<p><b>R1 – Report Samples</b></p> <p>The two (2) Report Samples provided in response to Mandatory Requirement <b>M1</b> will be point-rated on the basis of the extent of their relevance and similarity to the CHRC's requirements (as described within the RFSO) in accordance with the evaluation factors below.</p> <p>Up to twenty (20) points per cited Report Sample (to a maximum of forty (40) points), based on the extent to which each cited Report Sample is relevant and similar to the CHRC's requirements (as described within the RFSO), on the basis of the following factors:</p> <ul style="list-style-type: none"> <li>a) The similarity and relevance of the project client's organizational, legislative, policy, working and business environment relative to the CHRC's requirement;</li> <li>b) The similarity and relevance of the project client's requirements, objectives, issues, scope, intent and complexity of the project relative to the CHRC's requirement; and</li> <li>c) The overall quality of the report in terms of: structure, length, functionality and clarity of language; thoroughness of the analysis, and appropriateness of the report finding or recommendation.</li> </ul> <p><i>Points for the above evaluation factors will be awarded based on the following scale:</i></p> <ul style="list-style-type: none"> <li>• Excellent – Fully addressed and consistent with the CHRC's requirements: 20 points.</li> <li>• Moderate – Partially addressed and moderately consistent with the CHRC's requirements: 10 points.</li> <li>• Not Addressed – Not at all addressed or consistent with the CHRC's requirements: 0 points.</li> </ul>	<p><b>/40</b></p>	

RFSO Reference	Rated Requirements	Max Points	Referenced Section/Page in Bidder's Proposal
2.2	<p><b>R2 - Curricula Vitae</b></p> <p>The C.V.'s of the Bidder's Proposed Agent(s) provided in response to Mandatory Requirement <b>M2</b>, will be evaluated independently on the basis of each agent's demonstrated education, experience, knowledge, skills, and abilities, in the provision of services relevant to the CHRC's requirements (as described within the RFSO) in accordance with the evaluation factors below.</p> <p>Up to twenty (20) points, based on the extent and relevance of the Proposed Agent's knowledge, experience, education, skills and abilities with respect to the following as they apply to the requirements of this RFSO:</p> <p>a) The breadth, depth, extent and relevance of the Proposed Agent's experience in providing the services relative to the requirements of this RFSO; and</p> <p>b) The extent and relevance of specific knowledge, education, skills and expertise of the Proposed Agent relative to the requirements of this RFSO.</p> <p><i>Points for the above evaluation factors will be awarded based on the following scale:</i></p> <ul style="list-style-type: none"> <li>• Excellent – Fully addressed and consistent with the CHRC's requirements: 20 points.</li> <li>• Moderate – Partially addressed and moderately consistent with the CHRC's requirements: 10 points.</li> <li>• Not Addressed – Not at all addressed or consistent with the CHRC's requirements: 0 points.</li> </ul> <p>For Bidders with multiple agents, an average score will be applied for R2.</p>	/20	

RFSO Reference	Rated Requirements	Max Points	Referenced Section/Page in Bidder's Proposal
2.3	<p><b>R3 Proposal Quality</b> The overall quality and clarity of the Bidder's proposal will be evaluated.</p> <p>Up to a maximum of five (5) points for presenting proposals in a clear and logical fashion, and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFSO, as evidenced by the following:</p> <ul style="list-style-type: none"> <li>• Two (2) points for ordering/structuring the proposal to match the order and sequence of the mandatory and point-rated factors in the RFSO.</li> <li>• One (1) point for including tabs between sections of the proposal.</li> <li>• Two (2) points for the overall clarity and ease-of-use as it relates to the structure, presentation, layout and design of the proposal.</li> </ul>	/5	
	<b>TOTAL</b>	<b>/65</b>	

## Attachment 1 to PART 5 - REQUEST FOR STANDING OFFERS

### INTEGRITY PROVISIONS

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions [2006](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list ([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.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

### STATUS AND AVAILABILITY OF RESOURCES

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer 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 Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

### SECURITY

Security Clearances/Reliability Checks: Bidder must indicate acceptance of Section 10 "Security".



\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

**SPECIFIC CONTRACT TERMS AND CONDITIONS**

Acceptance of specific contract terms and conditions. These might include delivery of reports in a certain number of copies, on certain dates, in certain media formats; as well the need for continuity of assigned personnel and notice requirements for their replacement; provision of regular oral reports as required by the Commission Representative and any other terms and conditions specified in this RFSO.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date