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 Room / Pièce S-143
 Level / Niveau S-1
 Ottawa, Ontario
 K1A 0H5
 Attention: Karine Fournel

**REQUEST FOR PROPOSAL
 DEMANDE DE PROPOSITION**
Proposal To: Industry Canada

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 to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

Proposition à: Industrie Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées **Instructions : See Herein** ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction **Instructions: Voir aux présentes** énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

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This document contains a Security Requirement

Vendor/Firm Name and address
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Title – Sujet Strategic Staffing Support for National Collective Staffing for the Office of the Superintendent of Bankruptcy (OSB)	
Solicitation No. – N° de l'invitation IC401547	Date -----
Client Reference No. – N° référence du client	
GETS Reference No. – N° de reference de SEAG -	
File No. – N° de dossier	CCC No. / N° CCC - FMS No. / N° VME
SOLICITATION CLOSES – L'INVITATION PREND FIN at – à 02 :00 PM on – le 2016-03-11	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B.	
Plant-Usine: " Destination: b Other-Autre: "	
Address Inquiries to : - Adresser toutes questions à: Karine Fournel	Buyer Id – Id de l'acheteur
Telephone No. – N° de téléphone : 343-291-2959	FAX No. – N° de FAX
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	

Delivery required - Livraison exigée See Herein	Delivered Offered – Livraison proposée
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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TITLE

Bid solicitation # **IC401547**, issued under the framework of the of the Task and Solutions Professional Services (TSPS) method of supply (E60ZN-15TSPS), for the provision of the following professional services: __ 1.1 Human Resources Consultant – Level 3; 1.8 Staffing Consultant – Level 3; 1.8 Staffing Consultant – level 2 and 1.10 HR Assistant Consultant – Level 2.

PART 1 – GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven 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 and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include:

List of Suppliers

- Pricing Schedule;
- Technical and Financial Criteria;
- Certifications Required with the Bid; and
- Competency Profile Summaries.

The Annexes include the:

- Annex “A” Statement of Work;
- Annex “B” Basis of Payment;
- Annex “C” Security Requirements Check List;
- Annex “D” Task Authorization Form;
- Annex “E” Insurance Requirements; and
- Annex “F” Non-Disclosure Agreement.

The list of suppliers being invited to bid on this bid solicitation is provided as Attachment 1 to Part 1. This list will not be updated if additional suppliers request copies of the bid solicitation.

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1.2 Summary

1.2.1 This bid solicitation is being issued to satisfy the requirement of Industry Canada [the “Client”] for the provision of Task and Solutions Professional Services. Strategic staffing support for the National Collective Staffing for the Office of the Superintendent of Bankruptcy (OSB) It is intended to resulting in the award of 1 contract each for 1 year, plus 1 one-year irrevocable option(s) allowing Canada to extend the term of the contract(s).

1.2.2 The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), and the Canada-Panama Free Trade Agreement (CPanFTA).

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.

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ATTACHMENT 1 TO PART 1, LIST OF SUPPLIERS

This list will not be updated if additional suppliers request to be and are invited to submit a proposal.

POTENTIAL BIDDERS UNDER THIS RFP

For RFPs identifying the required consultant category(ies), all SA Holders with ceiling per diem rates for the required consultant categories, or groups of consultant category(ies) may be invited to submit a bid. A group of consultant categories can consist of one, many or all consultant categories covered by the SA.

The requirement described herein is open only to Task and Solutions Professional Services (TSPS) Supply Arrangement (SA) Holders for the following TSPS SA Consultant Categories:

Class 1 Human Resources Services Class

- 1.1 Human Resources Consultant – Level 3
- 1.8 Staffing Consultant – Level 3
- 1.8 Staffing Consultant – Level 2
- 1.10 HR Assistant Consultant – Level 2

List of qualified Suppliers

- 1- Adirondack Information Management Inc., the AIM Group Inc.,in JOINT VENTURE
- 2- Altis Human Resources (Ottawa) Inc.,
- 3- ARTEMP PERSONNEL SERVICES INC
- 4- Calian Ltd.
- 5- Contract Community Inc.
- 6- Human Resources Systems Group Ltd.
- 7- IBM Canada Ltd.
- 8- Lannick Contract Solutions Inc.
- 9- MaxSys Staffing & Consulting Inc.
- 10- MGIS Inc.
- 11- Samson & Associés CPA/Consultation Inc
- 12- Sierra Systems Group Inc
- 13- Sterlingbackcheck Canada Corp.
- 14- Y2 Consulting Psychologist Inc/Psychologues consultants Y2 inc.
- 15- Évaluation Personnel Sélection International Inc.

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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 issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

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 (2015-07-03) Standard Instructions - Goods or Services, are incorporated by reference into and form part of the bid solicitation.

3. List of Names

- a. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are currently directors of the Bidder, or the name of the owner(s), at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).
- b. These bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) calendar days

2.2 Submission of Bids

Bids must be submitted only to the location and by the date, time and place indicated on page 1 of the bid solicitation. Bids transmitted by electronic mail will not be accepted.”

Due to the nature of the bid solicitation, bids transmitted by facsimile to Industry 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 FPS, bidders must provide in writing before contract award for each question below, the answer and, as applicable, the information required.

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. 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,

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"fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful bidder is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#).

"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 FPS in receipt of a pension, as applicable:

- (a) name of former public servant; and
- (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](#).

A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to the fee abatement formula, as required by Treasury Board Policy.

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;

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

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

2.4 Inquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority **no later than five (5) 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

The Office of the Superintendent of Bankruptcy (OSB)/Industry Canada has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds:

Where the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

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ATTACHMENT 1 TO PART 2, CONFIDENTIALITY AGREEMENT

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED
BY THE MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES

The description of the requirement of bid solicitation No. _____ contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

Insert the Supplier's legal name: _____ (the Supplier) agrees that:

- (a) it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
- (b) it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above; and
- (c) at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.

The Supplier must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.

The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.

Nothing in this Confidentiality Agreement should be construed as limiting the Supplier's right to disclose any information to the extent that such information:

- (a) is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor;
- (b) is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information;
- (c) is independently developed by the Supplier; or
- (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

Insert the Supplier's legal name: _____
Supplier's legal name

Signed by its authorized representative

Date

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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 (4 hard copies and 1 soft copy on CD or USB storage device)

Section II: Financial Bid (2 hard copies)

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.

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; and
- (b) use a numbering system that corresponds to the bid solicitation.
- c) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- d) include a table of contents.

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](#).

To assist Canada in reaching its objectives, bidders should:

1. use paper containing fiber 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 color printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs 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 and describe their approach 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, and 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.

Attachment 1 to Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

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Section II: Financial Bid

- A. Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, as applicable.
- B. Bidders must submit their rates FOB destination, as applicable, Canadian customs duties and excise taxes included, as applicable, and GST or HST excluded.
- C. When preparing their financial bid, Bidders should review clause 4.1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 7.6, Payment, of Part 7 of the bid solicitation.
- D. Price Breakdown**

In their financial bids, bidders must provide a price breakdown for each firm lot price quoted in response to the pricing schedule detailed in Attachment 1 to Part 3.

1. Estimated Cost of Professional Fees

- 1.1 For each individual, bidders must provide: a) the estimated cost of professional fees; and b) the cost basis (comprised of the quoted all inclusive fixed per diem rate; and the estimated corresponding number of working days. Bidders must specify the number of hours included in a working day exclusive of meal breaks.
- 1.2 The quoted all inclusive fixed time rate must include the total estimated cost of any travel and living expenses that may need to be incurred:

by the individual for the Work described in Part 7 of the bid solicitation.

“Under any resulting contract, Canada will not accept the travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.”

1.3 Applicable Taxes

In the price breakdown, the Applicable Taxes are to be shown separately.

Section III: Certifications

In Section III of their bid, bidders must provide the certifications required under Part 5 and, as applicable, any associated additional information.

Section IV: Additional Information

In Section IV of their bid, bidders should provide:

- 1. their legal name;
- 2. their Procurement Business Number (PBN);
- 3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
- 4. for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;

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5. for Part 6, article 6.1, Security Requirement, of the bid solicitation:
- a) for each individual who will require access to classified or protected information, assets or sensitive work sites:
 - 1) the name of the individual;
 - 2) the date of birth of the individual; and
 - 3) if available, information confirming the individual meets the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - and
 - b) for each proposed location of work performance or document safeguarding, the address containing the information below.

Address:
Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

[Find a PWGSC SACC Manual Item](#)**ATTACHMENT 1 TO PART 3, PRICING SCHEDULE**

The Bidder must complete this pricing schedule and include it in its financial bid one completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted firm all inclusive per diem rate (in Cdn \$) for each of the resource categories identified.

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

The rates specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

- a) all travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws.justice.gc.ca/en/N-4/>;
- b) any travel expenses for travel between the Contractor's place of business and the NCR; and
- c) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

For Initial Contract Period (date of April 1, 2016 to March 31, 2017), the all-inclusive per diem rates must not exceed the 2015-16 all-inclusive per diem rates of the Supplier's Supply Arrangement (SA).

For Option Period 1 (April 1, 2017 to March 31, 2018), the all-inclusive per diem rates must not exceed the 2015-16 all-inclusive per diem rates of the Supplier's SA by more than 2%.

PERIOD Human Resources Services Class	FIRM ALL- INCLUSIVE PER DIEM RATE (in Cdn \$)	LEVEL OF SERVICES (estimated)	TOTAL (in Cdn \$)
	A	B	C = A x B

1	Initial Contract Period – April 1, 2016 to March 31, 2017		
1a	Human Resources Consultant – Level 3		120 days
1b	Staffing Consultant – Level 3		75 days
1c	Staffing Consultant – Level 2		75 days
1d	HR Assistant Consultant – Level 2		50 days
Total Initial Contract Period:			

2	Option Period 1 - April 1, 2017 to March 31, 2018		
2a	Human Resources Consultant – Level 3		120 days
2b	Staffing Consultant – Level 3		75 days
2c	Staffing Consultant – Level 2		75 days
2d	HR Assistant Consultant – Level 2		50 days
Total Option Period 1:			

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Note: For evaluation purposes only, should more than one resource be proposed in a category, the per diem rate for each resource will be divided by the number of proposed resources in each specific category to arrive at an average per diem rate for the proposed category.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

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 and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Joint Venture Experience

- a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.
Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.
- b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.
- c) Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.
- d) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.
- e) Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:
 - o Contracts all signed by A;
 - o Contracts all signed by B; or
 - o Contracts all signed by A and B in joint venture, or
 - o Contracts signed by A and contracts signed by A and B in joint venture, or
 - o Contracts signed by B and contracts signed by A and B in joint venture.that show in total 100 billable days.
- f) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

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4.1.1.2 Flexible Grid

Refer to Attachment 1 to Part 4.

4.1.1.3 Mandatory Technical Criteria

Refer to Attachment 2 to Part 4.

4.1.1.4 Point Rated Technical Criteria

Refer to Attachment 2 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

4.1.2 Financial Evaluation

4.1.2.1 For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

4.1.2.2 Mandatory Financial Criteria.

Refer to Attachment 2 to Part 4.

4.2 Basis of Selection

4.2.1 Basis of Selection - Lowest Evaluated Price Per Point

4.2.1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.

4.2.1.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

4.2.1.3 The evaluated price per point of a responsive bid will be determined by dividing its evaluated price by the overall score it obtained for all the point rated technical criteria detailed in Attachment 1 to Part 4.

4.2.1.4 The responsive bid with the lowest bid evaluated price per point will be recommended for award of a contract. In the event two or more responsive bids have the same lowest bid evaluated price per point, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract.

4.2.2 Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria

SACC Manual Clause [A0035T](#) (2007-05-25), Basis of Selection – Lowest Price Per Point

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The following table shows the levels of expertise and the minimum score required to achieve each level. It also includes the score allocated for education relevant to the class for professional certification and relevant experience in the category:

Human Resources Services Class Flexible Grid			
Levels of Expertise			
		Level 3	Minimum 95 pts
		Level 2	Minimum 70 pts
		Level 1	Minimum 50 pts
Relevant Education to the Consultant Category			
		University (PhD, Graduate, Undergraduate, degree)	35 pts
		College or CEGEP Diploma / Certificate	25 pts
		High School Diploma	20 pts
Professional Certification			
		Relevant Professional Certification	15 pts
Relevant Experience in Consultant Category			
	≥1 yrs and <2 yrs	12 – 23 months	10 pts
	≥2 yrs and <4 yrs	24 – 47 months	20 pts
	≥4 yrs and <6 yrs	48 – 71 months	30 pts
	≥6 yrs and <8 yrs	72 – 95 months	40 pts
	≥8 yrs and <10 yrs	96 – 119 months	50 pts
	≥10 yrs	120 + months	60 pts

1.1 Human Resources Consultant

The required services may include, but are not limited to the following:

HR Programs and Services can include: human resource planning, recruitment, collective bargaining, training and development, organizational design and classification, pay and benefit administration, staffing and resourcing, performance management, official languages, employment equity and employee assistance programs.

- Providing operational HR services;
- Developing resourcing strategies linked to HR Plans, job marketing strategy and tools;
- Assisting in redress process, appeals, grievances etc;
- Providing advice on and/or performing analysis of the HR strategic direction and assisting in the development of HR options, aligning and integrating the HR plans with the strategic direction of the organization's business plan;
- Participating in the development of potential HR models and assisting in the implementation of HR requirements and a transition plan to meet HR needs;
- Developing, implementing and providing advice on policies, programs and procedures regarding human resource services and programs;
- Planning Human Resources in areas such as organizational development, organizational planning and design, human resources utilization, job analysis, performance planning, auditing and evaluating and forecasting;
- Providing advice on and/or participating in the establishment of processes and HR systems support for human resources programs, services and activities;

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- Providing advice on and/or participating in the development of new programs for employees to retain career mobility;
- Identifying policy needs/concerns and performing comparative analysis of policies as well as developing policies, procedures, guidelines and Strategies;
- Providing advice on and/or assisting in the development/provisioning of new government programs;
- Planning, developing, implementing and evaluating personnel and employee relations strategies including policies, programs and procedures to address an organization's human resource requirements;
- Advising managers and employees on the interpretation of compensation and benefit programs and collective agreements;
- Researching, preparing and conducting grievance committees and prepare reports;
- Conducting research and analysis and preparing recommendations, reports and/or conducting desk audits;
- Leading, participating in the conduct of organizational and central agencies monitoring and audit initiatives;
- Negotiating collective agreements on behalf of employers or employees, mediate labour disputes and grievances and provide advice on employee and labour relations;
- Planning and administering HR programs;
- Hiring and overseeing training of staff;
- Coordinating employee performance and appraisal programs;
- Conducting reviews, developing implementation strategies;
- Develop training and information sessions;
- Providing mentoring, tutoring and coaching assistance;
- Assisting in the development of HR strategies to meet business needs;
- Assisting in the development of Integrated Business and Human Resources Plan to meet the needs of the organization;
- Developing and monitoring framework, conducting monitoring activities and preparing monitoring reports;
- Developing, implementing HR related programs, framework and initiatives;
- Evaluating programs and activities and reporting on lessons learned or making recommendations for the future;
- Researching or fact finding exercises;
- Researching, developing, implementing and tracking service standards, agreements; and
- Reviewing and proposing various organizational models.

The following table shows the levels of expertise and the minimum score required to achieve each level. It also includes the score allocated for education relevant to the class for professional certification and relevant experience in the category:

Human Resources Services Class Flexible Grid		
Levels of Expertise		
	Level 3	Minimum 95 pts
	Level 2	Minimum 70 pts
	Level 1	Minimum 50 pts
Relevant Education to the Consultant Category		
	University (PhD, Graduate, Undergraduate, degree)	35 pts
	College or CEGEP Diploma / Certificate	25 pts
	High School Diploma	20 pts
Professional Certification		
	Relevant Professional Certification	15 pts
Relevant Experience in Consultant Category		
	≥1 yrs and <2 yrs	12 – 23 months
		10 pts

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≥2 yrs and <4 yrs	24 – 47 months	20 pts
≥4 yrs and <6 yrs	48 – 71 months	30 pts
≥6 yrs and <8 yrs	72 – 95 months	40 pts
≥8 yrs and <10 yrs	96 – 119 months	50 pts
≥10 yrs	120 + months	60 pts

1.8 Staffing Consultant

The required services may include, but are not limited to the following:

(Please note that a Staffing Consultant who will be providing staffing advise to managers as part of their responsibilities, must have successfully completed the PSC Appointment Framework Knowledge Test for all Departments who have a signed Appointment Delegation and Accountability Instrument with the PSC.)

- Developing staffing and resourcing strategies;
- Developing monitoring framework and implement and conduct monitoring;
- Providing manager with demographic information and assisting in developing strategies to meet HR needs;
- Providing advice and guidance on different types of merit criteria/qualifications;
- Providing advice on workforce and process pros and cons;
- Identifying links with departmental Human Resources/Employment Equity/Business plans;
- Providing advice on effectiveness of assessment instruments and assisting in development or choice of proper instruments;
- Advising manager of organizational policy;
- Assisting manager in appropriate sequencing and application of merit criteria;
- Providing advice, guidance, and assistance on review of decision and impact of change, if any;
- Providing monitoring and reporting activities with respect to staffing activities both within the organization and to central agencies;
- Creating departmental staffing report(s) including preparation, data gathering, interviews, and monitoring staffing report and various activities;
- Performing activities including recourse, appeals, early intervention process, and alternative dispute resolutions for staffing purposes;
- Extending job offers and establishing starting salaries;
- Developing or assisting in developing strategies and plans (i.e. staffing or resourcing);
- Developing monitoring framework and implementing and conducting monitoring;
- Developing and reviewing appointment sub-delegation instruments, the sub-delegation process and the supporting tools (i.e. tables, sub-delegation certificates);
- Conducting environmental and statistical reviews;
- Reviewing organizational needs and business needs to assist in the identification of the appropriate staffing strategy or plans (including links to other plans such as the Employment Equity and Diversity Plan and the Official Languages Plan);
- Providing advice and recommendations in regards to addressing staffing and recruitment challenges considering organizational strategies and plans;
- Developing and implementing recruitment and employment strategies;
- Providing advice and recommendations in selecting the choice of appointment process;
- Preparing and conducting recruitment and staffing processes on behalf of management. This may include any or any grouping of the following activities:
 - making recommendations on the staffing process type to be undertaken;
 - drafting and finalizing the statement of merit criteria;
 - developing and preparing the assessment guide, tools and process;
 - drafting and finalizing the advertisements;
 - coordinating and participating in the assessment of priorities, and the screening and assessments of candidates;
 - coordinating and administrating tests, interviews; coordinating and completing the

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- reference check, etc; and
- compiling and preparing the final board reports and finalizing the results of the processes (such as establishing pools of candidates).
- Planning, developing, coordinating and administrating various staffing and staffing related initiatives such as job fairs, collective staffing and targeted Recruitment initiatives;
- Providing operational staffing services to a group of client managers;
- Providing advice and guidance to managers on staffing investigations, audits and Public Service Staffing Tribunal Complaints;
- Developing staffing policies, guidelines, procedures, and tool;
- Drafting staffing report(s) including the preparation, data and information gathering, interviews, drafting of documentation;
- Developing information and learning sessions or events for managers, employees or staffing experts;
- Reviewing employees' or candidates' qualifications to address redeployment or placement of personnel;
- Developing a framework or process for pool management and coordinate the management of a pool;
- Advising managers and employees on staffing policies and procedures; and
- Providing mentoring, tutoring or coaching assistance.

The following table shows the levels of expertise and the minimum score required to achieve each level. It also includes the score allocated for education relevant to the class for professional certification and relevant experience in the category:

Human Resources Services Class Flexible Grid			
Levels of Expertise			
		Level 3	Minimum 95 pts
		Level 2	Minimum 70 pts
		Level 1	Minimum 50 pts
Relevant Education to the Consultant Category			
		University (PhD, Graduate, Undergraduate, degree)	35 pts
		College or CEGEP Diploma / Certificate	25 pts
		High School Diploma	20 pts
Professional Certification			
		Relevant Professional Certification	15 pts
Relevant Experience in Consultant Category			
	≥1 yrs and <2 yrs	12 – 23 months	10 pts
	≥2 yrs and <4 yrs	24 – 47 months	20 pts
	≥4 yrs and <6 yrs	48 – 71 months	30 pts
	≥6 yrs and <8 yrs	72 – 95 months	40 pts
	≥8 yrs and <10 yrs	96 – 119 months	50 pts
	≥10 yrs	120 + months	60 pts

1.10 HR Assistant Consultant

The required services may include, but are not limited to the following:

HR activities can include: human resource planning, recruitment, collective bargaining, training and development, organizational design and classification, pay and benefit administration, staffing and resourcing, performance management, official languages, employment equity and employee assistance programs.

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- Ensuring the appropriate preparation, completion, distribution and filing of HR documentation;
- Ensuring the appropriate data entry, and/or the compilation of data and information and the preparation of reports;
- Responding to human resources inquiries and relaying the inquiry to the appropriate person;
- Assisting in the development of administrative procedures and tools;
- Assisting in the coordination of appointments, interviews, testing, scheduling of events and learning sessions, etc;
- Providing administrative support to HR Manager, Advisors or an HR Specialist; and
- Providing administrative, clerical or coordinating support in the development and/or implementation of HR activities, programs and tools;
- Executing human resources support activities;
- Providing assistance in the areas of human resources, or employee communications;
- Delivering a variety of written tests to candidates and requesting testing as required;
- Training administrative assistants in client organizations on procedures and automated systems used for completing HR Activities;
- Providing direct advice, guidance and services to clients for HR services;
- Maintaining and updating HR systems, keeping hard copies of files, records and correspondence on related current HR activities and helping develop new systems or improving the existing system;
- Adjusting, modifying and updating HR management methods, practices and procedures; and
- Providing administrative services to include project and research activities in a given HR sector and the implementation of a wide range of administrative procedures and processes to support the HR programs.

[Find a PWGSC SACC Manual Item](#)**ATTACHMENT 2 TO PART 4, TECHNICAL AND FINANCIAL CRITERIA****Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Technical Criteria (MT)		
The Bidder		
Number	Mandatory Technical Criterion	Bid Preparation Instructions
MT1	The Bidder must propose a project work plan that clearly demonstrates that it can meet the requirement, as outlined in the statement of work.	
The Bidder's Proposed Resources		
Number	Mandatory Technical Criterion	Bid Preparation Instructions
MT2	The Bidder must submit detailed CVs for each of their proposed resources demonstrating that they meet the minimum mandatory requirements (educational, professional designations and work experience), as per the flexible grids below, for the following resource categories: Human Resources Consultant (Level 3), Staffing Consultant (Level 3), Staffing Consultant (Level 2), and HR Assistant Consultant (Level 2).	
MT3	The Bidder must propose a project team consisting of at least one resource against each resource category, as stated in MT2 above. The Bidder is free to configure their project team in any fashion they deemed fit to carry out the required work.	
MT4	Each proposed resource for the HR Consultant (level 3), Staffing Consultant (level 3) and Staffing Consultant (level 2) categories, must demonstrate that they have a minimum of five (5) years of experience with competency based staffing as it relates to the Statement of Work.	
MT5	Each proposed resource for the HR Consultant (level 3), Staffing Consultant (level 3) and Staffing Consultant (level 2) categories, must demonstrate that they have a minimum of three (3) years of experience with the Federal Public Service providing HR Services.	
MT6	The Bidder must identify a team member with a minimum of five (5) years of experience with mentoring and coaching public service hiring managers on aspects of the competency-based staffing process, developing related training material, and delivering training sessions.	
MT7	The Bidder's proposed resources for the Staffing Consultant category (both level 2 and level 3 resources) must provide evidence in their CV that they have successfully completed the Public Service Commission (PSC) Appointment	

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Framework Knowledge Test.

Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Point Rated Technical Criteria (RT) and Scores		Required Minimum Number of Points	Maximum Number of Points
RT1	Bidder	42	70
RT2	Bidder's Proposed Resources	15	25
Overall Score		57	95

Point Rated Technical Criteria (RT)			
The Bidder			
Number	Point Rated Technical Criterion	Scoring Criteria	Maximum Points
RT1.1	The Bidder should demonstrate in their proposal their understanding of the requirements/objectives as identified in the Statement of Work.	Points will be allocated as follows: Bidder's understanding of the following: - The Office of the Superintendent of Bankruptcy (2 points) - Competency based Staffing in the Federal Public Service (2 points) - Mentoring and coaching public service hiring managers on aspects of the competency based staffing process (2 points) - Developing and delivering training modules on topics related to competency based staffing in the public service (2 points) - Requirements outlined in the Statement of Work (2 points)	10

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<p>RT1.2</p>	<p>The Bidder should provide two (2) projects that demonstrate the Bidder's experience and knowledge of conducting competency based staffing projects in which the Bidder provided services in planning and delivering an engagement similar in scope and magnitude to the requirement outlined in the Statement of Work.</p> <ul style="list-style-type: none"> • One (1) project must have been completed within the past five (5) years from date of bid closing. • One (1) project must have been completed within the past ten (10) years from date of bid closing. <p>The Bidder should also provide either one letter of reference or reference contact information for each project.</p> <p>The following details should be provided for each of the two (2) projects submitted:</p> <ul style="list-style-type: none"> - Detailed description of project; - Target Audience; - Tasks performed by the proposed personnel; - Responsibilities of the proposed personnel; - Tools, techniques and approaches taken; - Start and end dates of the project; - Client name and contact for whom the work was performed or a letter of reference; and -Dollar value of the project. <p>If more than two (2) projects are included in the proposal, then only the first two (2) projects listed will be evaluated. IC reserves the right to contact the references to confirm the information presented by the Bidder.</p> <p>The Bidder can use the same projects for RT1.2 and RT1.3 if they can demonstrate both requirements.</p>	<p>Up to a maximum of 12.5 points will be allocated for each project.</p> <p>Points for each project will be allocated as follows:</p> <ul style="list-style-type: none"> - Relevance of the project reference to the statement of work (2 points) - Tasks performed and responsibilities of the personnel (2 points) - Alignment of proposed resources with the project reference (2 points) - Complexity of project as it relates to the services described in the statement of work (2 points) - Project was carried out in both official languages (4.5 points) <p>Note: Alignment refers to proposed resources in the bidder's proposal who also were involved in delivering the project that is being presented in the referenced project.</p>	<p>25</p>
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<p>RT1.3</p>	<p>The Bidder should provide two (2) projects that demonstrate the Bidder's experience and knowledge in mentoring and coaching public service hiring managers on aspects of the competency-based staffing process, developing related training material, and delivering training sessions, similar in scope and magnitude to the requirement outlined in the Statement of Work.</p> <ul style="list-style-type: none"> • One (1) project must have been completed within the past five (5) years from date of bid closing. • One (1) project must have been completed within the past ten (10) years from date of bid closing. <p>The Bidder should also provide either one letter of reference or reference contact information for each project.</p> <p>The following details should be provided for each of the two (2) projects submitted:</p> <ul style="list-style-type: none"> - Detailed description of project; - Target Audience; - Tasks performed by the proposed personnel; - Responsibilities of the proposed personnel; - Tools, techniques and approaches taken; - Start and end dates of the project; - Client name and contact for whom the work was performed or a letter of reference; and - Dollar value of the project. <p>If more than two (2) projects are included in the proposal, then only the first two (2) projects listed will be evaluated. IC reserves the right to contact the references to confirm the information presented by the Bidder.</p> <p>The Bidder can use the same projects for RT1.2 and RT1.3 if they can demonstrate both requirements.</p>	<p>Up to a maximum of 12.5 points will be allocated for each project. Points for each project will be allocated as follows:</p> <ul style="list-style-type: none"> ▪ Relevance of the project reference to the statement of work (2 points) ▪ Tasks performed and responsibilities of the personnel (2 points) ▪ Alignment of proposed resources with the project reference (2 points) ▪ Complexity of project as it relates to the services described in the statement of work (2 points) ▪ Project was carried out in both official languages (4.5 points) <p>Note: Alignment refers to proposed resources in the bidder's proposal who also were involved in delivering the project that is being presented in the referenced project.</p>	<p>25</p>
<p>RT1.4</p>	<p>The Bidder should provide a Project Work Plan they would use in successfully carrying out the work as described in the Statement of Work.</p> <p>The Bidder's project work plan should:</p> <ul style="list-style-type: none"> • Clearly define the role and responsibility assigned to each proposed resource (provide details specific to each team member); 	<p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> • Outline a clear project schedule (2 points) • Properly defines the scope of the project (2 points) • Clearly outline standard 	<p>10</p>

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	<ul style="list-style-type: none"> • Include the chronological steps to complete the engagement and provide timelines in days; • Makes use of all required resource categories outlined in the statement of work; and • Appropriate and relevant to the requirements outlined in the statement of work. 	<ul style="list-style-type: none"> • and typical assumptions made in the project (2 points) • Demonstrate that it can meet the requirement and is relevant to the statement of work (2 points) • Identify the roles and responsibilities of the proposed team (2 points) 	
The Bidder's Proposed Resources			
RT2.1	<p>The Bidder should identify the member(s) of the project team that have experience and knowledge providing competency based staffing as it relates to the Statement of Work. The above information should be stated in the Bidder's proposal and the CV(s) should confirm their demonstrated years of experience.</p>	<p>Points will be allocated as follows:</p> <p>Team's collective experience providing competency based staffing services:</p> <p>Less than 20 years of experience – 0 points</p> <p>20+ years of experience – 5 points</p>	5
RT2.2	<p>In addition to the resource with experience in coaching and mentoring public service managers on aspects of competency based staffing as identified in MT6, the Bidder should identify another member of the project team that has knowledge and coaching and mentoring public service managers on aspects of competency based staffing as it relates to the Statement of Work.</p> <p>The above information should be stated in the Bidder's proposal and the CV(s) should confirm their demonstrated years of experience.</p>	<p>Points will be allocated as follows:</p> <p>1+ to 3 years – 5 points 3+ to 4 years – 7 points 4+ to 5 years – 10 points</p>	10
RT2.3	<p>The resource identified as having experience in coaching and mentoring public service managers on aspects of competency based staffing should demonstrate their experience beyond the minimum of five (5) years required as part of MT6.</p> <p>The above information should be stated in the Bidder's proposal and the CV(s) should confirm their demonstrated years of experience.</p>	<p>Points will be allocated as follows:</p> <p>5+ to 6 years – 5 points 6+ to 7 years – 7 points 7+ years – 10 points</p>	10

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Mandatory Financial Criteria

Bids must meet the mandatory financial criteria specified in the table inserted below.

Bids which fail to meet the mandatory financial criteria will be declared non-responsive. Each criterion should be addressed separately.

Mandatory Financial Criteria (MF)		
Number	Mandatory Financial Criterion	Bid Preparation Instructions
MF1	The total cost of the project must not exceed \$195,600.00, including applicable taxes, travel and other expenses. Proposals costing more will be rejected, and will not be evaluated	
MF2	For Option Period 1, the all-inclusive per diem rates must not vary from the all-inclusive quoted per diem rates of the Initial Contract Period by more than 2%.	

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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions - List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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ATTACHMENT 1 TO PART 5, ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

1. Federal Contractors Program For Employment Equity - Certification

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____ Instructions to the Bidder:(YYYY/MM/DD) If left blank, the date will be deemed to be the bid solicitation closing date.

Instructions to the Bidder: Complete both A and B.

A. Instructions to the Bidder: Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity \(AIEE\)](#) in place with ESDC-Labour.

or

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Instructions to the Bidder: Check only one of the following:

- B1. The Bidder is not a Joint Venture.

or

- B2. The Bidder is a Joint venture. Instructions to the Bidder: Refer to the Joint Venture section of the Standard Instructions. If the Bidder is a Joint Venture, it must provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture.

[Find a PWGSC SACC Manual Item](#)

2. Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16), 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, 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, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

3. Education and Experience

SACC Manual clause A3010T (2010-08-16), 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.

4. Certifications

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

[Find a PWGSC SACC Manual Item](#)

PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

PWGSC FILE #: COMMON-PS-SRCL#9

6.1 Security Requirement

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

- a. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

6.2 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex **E**.

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

[Find a PWGSC SACC Manual Item](#)

PART 7 – RESULTING CONTRACT CLAUSES

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

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.”

7.1 Statement of Work

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

7.1.1 Task Authorization

- A.** Work described at Annex “A”, Statement of Work, will be provided under the Contract on an “as and when requested basis”;
- B.** With respect to the Work mentioned under paragraph A of this clause,
1. an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
 2. the TA Authority and limit will be determined in accordance with paragraph C of this clause;
 3. the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor’s own risk and expense;
 4. the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex “A”; and
 5. The approved TA , inclusive of any amendment, for any Work will be issued under the Contract through the use of Annex D, Task Authorization Form, duly completed and signed.

C. TA Authority and Limit

The Project Authority may authorize individual TAs inclusive of any revisions up to a limit of \$25,000.00, applicable taxes included, inclusive of any amendment. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor.

D. The authority specified under paragraph C of this clause is granted subject to the sum specified in the Contract under clause 7.6.2 (Canada's Total Liability, Cumulative Total of all authorized TAs, not being exceeded.

E. TA Process

For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex D - Task Authorization Form, containing as a minimum:

- the task or revised task description of the Work required, including:
 - the details of the activities or revised activities to be performed;

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- a description of the deliverables or revised deliverables to be submitted; and
- a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
- the Contract security requirements applicable to the task or revised task;
- the Contract basis (bases) of payment applicable to the task or revised task; and
- the Contract method(s) of payment applicable to the task or revised task and, as applicable.

F. Within 3 calendar days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:

1. the total estimated cost proposed for performing the task or, as applicable, revised task;
2. and; for each resource proposed by the Contractor for the performance of the Work required:

the name of the proposed resource;
the resume of the proposed resource; and
a demonstration that the proposed resource meets :
the Contract security requirements.

G. TA Authorization

1. The TA Authority will authorize the TA based on:
 - the request submitted to the Contractor pursuant to paragraph F of this clause;
 - the Contractor's response received, submitted pursuant to paragraph G of this clause; and
 - the agreed total estimated cost for performing the task or, as applicable, revised task.
2. The TA Authority will authorize the TA provided each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified under paragraph G.3 of this clause.
3. The authorized TA will be issued to the Contractor by email.

I. Minimum Work Guarantee - All the Work - Authorized TAs

1. "Maximum Contract Value" means the sum specified in Contract clause 7.6.2 (Canada's Total Liability, Cumulative Total of all authorized TAs; and "Minimum Contract Value" means 1% of the Maximum Contract Value.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph I.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

[Find a PWGSC SACC Manual Item](#)**J. Periodic Usage Reports - Contracts with TAs**

1. The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.
2. No later than 15 calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (such as MSOffice Excel), the data elements specified in paragraphs J.3 and J.4 of this clause in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.

The reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
 2nd quarter: July 1 to September 30;
 3rd quarter: October 1 to December 31; and
 4th quarter: January 1 to March 31.

A sample MSOffice spreadsheet containing the data elements contained in paragraphs J.3 and J.4 of this clause is provided below. If no services are provided during a given period, the Contractor must provide a "NIL" report.

Contract Number: _____						
Reporting Period: _____ to _____						
TA Number	TA Amendment Number	Date of TA / Date of TA Amendment	Value of TA/ Value of TA Amendment (excluding GST/HST)	GST / HST	Total Value of TA/ Total Value of TA Amendment	Cumulative Amount

3. For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- the TA number appearing on the TA form;
- the date the task was authorized appearing on the TA form;
- the total estimated cost of the task (Applicable Taxes extra) before any revisions appearing on the TA form;
- the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc:
 - the TA revision number;
 - the date the revision to the task was authorized;
 - the authorized increase or decrease (Applicable Taxes extra);
 - the total estimated cost of the task (Applicable Taxes extra) after authorization of the revision;
 - the total cost incurred for the task (as last revised, as applicable), Applicable Taxes extra;
 - the total cost incurred and invoiced for the task (as last revised, as applicable), Applicable Taxes extra;
 - the total amount of Applicable Taxes invoiced;
 - the total amount paid, Applicable Taxes included;
 - the start and completion date of the task (as last revised, as applicable); and

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- the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).
4. For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:
- the sum (Applicable Taxes extra) specified in clause 7.6.2, Canada's Total Liability, Cumulative Total of all Authorized TAs, as last amended;
 - the total cost incurred for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
 - the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
 - the total amount of Applicable Taxes invoiced for all authorized tasks inclusive of any revisions; and
 - the total amount paid for all authorized tasks inclusive of any revisions, Applicable Taxes extra.

7.2 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.

7.2.1 General Conditions

2035 (2015-07-03), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

4008 (2008-12-12) – Personal Information, apply to and form part of the Contract.

7.2.3 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:
_____ **[insert name(s) of person(s) at contract award stage].**

7.2.4 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex F, and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

7.3 Security Requirement

PWGSC FILE #: COMMON-PS-SRCL#9

<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/csplvers-cpsrcl/pdf/csplvers-cpsrcl-9.pdf>

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

[Find a PWGSC SACC Manual Item](#)

3. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) Industrial Security Manual (Latest Edition)

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of April 1, 2016 to March 31, 2017 inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 1 additional 1 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.4.3 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Karine Fournel
Title: Contracts & Procurement Officer
Organization: Industry Canada
Address: 235 Queen Street, Ottawa, ON, K1A 0H5
Telephone: 343-291-2959
Facsimile: 613-941-0319
E-mail address: karine.fournel@canada.ca

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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.

7.5.2 Project Authority

The Project Authority for the Contract is:

[To be identified at Contract award stage]

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.

7.5.3 Contractor's Representative

(Fill in at time of contract award.)

7.6 Payment

7.6.1 Basis of Payment

7.6.1.1 Firm Lot Price TA

In consideration of the Contractor satisfactorily completing all of its obligations under the approved TA, the Contractor will be paid the firm price stipulated in the approved TA, as determined in accordance with the basis of payment, in Annex B. Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the TA Approval Authority before their incorporation into the Work.

7.6.2 Canada's Total Liability

Limitation of Expenditure

7.6.2.1 Limitation of Expenditure - Cumulative Total of all Approved Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all approved Task Authorizations, inclusive of any amendments, must not exceed \$ _____. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a) when it is 75 percent committed, or

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b) four (4) months before the Contract expiry date, or

c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

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

7.6.3 Method of Payment

7.6.1.2 TA subject to a Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the approved TA, as determined in accordance with the basis of payment, in Annex B, to the limitation of expenditure specified in the approved TA.

Canada's total liability to the Contractor under the approved TA must not exceed the limitation of expenditure specified in the approved TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the approved TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the TA Approval Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the TA Approval Authority. The Contractor must notify the TA Approval Authority in writing as to the adequacy of this sum:

(a) when it is 75 percent committed, or

(b) four (4) months before the final delivery date specified in the approved TA, or

(c) as soon as the Contractor considers that the approved TA funds are inadequate for the completion of the Work specified in the approved TA,

whichever comes first.

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

7.6.4 SACC Manual Clauses

A9068C (2010-01-11) – Government Site Regulations Discretionary Audit

7.6.5 Time Verification

C0711C (2008-05-12) – Time Verification

7.7 Invoicing Instructions

[Find a PWGSC SACC Manual Item](#)

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.

7.8 Certifications

7.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

7.9 Applicable Laws

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

7.10 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: 4008 (2008-12-12) – Personal Information, apply to and form part of the Contract;
- (c) the general conditions 2035 (2015-07-03) - General Conditions - Higher Complexity - Services
- (d) Annex "A", Statement of Work;
- (e) Annex "B", Basis of Payment;
- (f) Annex "C", Security Requirements Check List;
- (g) Annex "E", Insurance Requirements
- (h) the signed Task Authorizations (including all of its annexes, if any);
- (i) Supply Arrangement Number E60ZN-15TSPS/xxx/ZN (the "Supply Arrangement"); and
- (j) the Contractor's bid dated _____.

7.11 Foreign Nationals

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

7.12 Insurance Requirements.

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.13 Additional Clauses

Conflict of Interest - Other Work

The Contractor, during and after the period of performance of the Contract agrees that:

- a) it must not bid on any other work stream of this project for the Work performed under its Contract, to be let as a result of a solicitation where any work performed by the Contractor under this Contract creates a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), and must not participate as a subcontractor or consultant in the preparation of any other Bidder's bid for such a resulting contract;
- b) if its work under the subject Contract involved access to information that would for any reason create a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), on any other work stream for the Work performed under its Contract, the Contractor must not bid for any of that resulting contract(s) or participate as a subcontractor or consultant in the preparation of any other Bidder's Bid for any resulting contract; and
- c) it must not act as an advisor or provide any third party with privileged information obtained in the performance of its work, for any real estate transaction related to the Work performed under its Contract.

Canada will disqualify any bid from the Contractor (or any entity that either controls or is controlled by the Contractor or, together with the Contractor, is under the common control of a third party, as well as such third party) for contracts, on any other work stream of this project for the Work performed under its Contract, as described in this clause, in respect to which Canada determines, at its sole discretion, that the Bidder's involvement in this Contract, whether direct or indirect, has resulted in a real or apparent conflict of interest or unfair advantage over other suppliers for the work subject to the solicitation.

Canada will disqualify any bid from the Contractor (or any entity that either controls or is controlled by the Contractor or, together with the Contractor, is under the common control of a third party, as well as such third party) for contracts as described in this clause, in respect to which Canada determines, at its sole discretion, that the bidder's involvement in this Contract, whether direct or indirect, has resulted in a real or apparent conflict of interest or unfair advantage over other suppliers for the work subject to the solicitation.

ANNEX A, STATEMENT OF WORK

1.0 TITLE

Strategic Staffing Support for National Collective Staffing for the Office of the Superintendent of Bankruptcy (OSB)

2.0 PURPOSE

Industry Canada's Office of the Superintendent of Bankruptcy (OSB) requires the services of a Contractor to provide Human Resources Services on an "as and when requested" basis. The services will be required for a period commencing from April 12016 to March 31, 2017, plus one (1) irrevocable options allowing Canada to extend the term of the contract for an additional one (1) year period each.

3.0 BACKGROUND

Office of the Superintendent of Bankruptcy (OSB)

The OSB was created in 1932 under the Bankruptcy Act to provide an independent, impartial and official supervision of trustees administering estates. The *Bankruptcy and Insolvency Act (BIA)* states that the Superintendent shall supervise the administration of all estates and matters to which this Act applies. The duties of the Superintendent under the present BIA include:

- **Receiving applications** for and issuing licences to persons to act as trustees.
- **Requiring the deposit**, as appropriate, of guaranty bonds and/or suretyships to ensure faithful performance by trustees.
- **Making inspections and investigations** of estates or other matters to which the Act applies, as the Superintendent may deem expedient.
- **Keeping records** of complaints with respect to estates, and investigate as the Superintendent may determine appropriate.
- **Examining trustees' accounts** of receipts and disbursements and final statements.

The Superintendent's powers are also provided in the Act and include:

- **Intervening in any matter or proceeding** in court where the Superintendent considers it expedient to do so.
- **Issuing directives** with respect to:
 - keeping records;
 - providing the Superintendent with such information as the Superintendent may require;
 - giving effect to any decision of the Superintendent and/or to facilitate the carrying out of the purposes and provisions of this Act and the General Rules;
 - governing the criteria to be applied in determining whether a trustee licence is to be issued to a person, and governing the qualifications and activities of trustees;
 - prescribing the form of any document.
- **Engaging such persons** as the Superintendent may deem advisable to conduct any inspection or investigation or to take any other necessary action outside of the office of the Superintendent.

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- **Where the Superintendent suspects**, on reasonable grounds, that a person has committed an offence under this Act or any other Act of Parliament, the Superintendent may, if the alleged offence might not otherwise be investigated, make or cause to be made such inquiries or investigations as the Superintendent

Vision

Provide leadership in protecting the integrity of the Canadian bankruptcy and insolvency system, a pillar of the marketplace.

Mission

Contribute to a fair and efficient marketplace by protecting the integrity of the bankruptcy and insolvency system for the benefit of investors, lenders, consumers and the public interest.

Strategic Objectives

- maintain an efficient and effective regulatory framework;
- promote awareness of the rights and responsibilities of the stakeholders in the insolvency system;
- ensure Licensed Insolvency Trustee (LIT) and debtor compliance with the legislative and regulatory framework; and
- be an integral source of information on Canadian insolvency matters.

Our areas of activity

The OSB

- provides professional, accurate and impartial information on the bankruptcy and insolvency process and on the rights of the stakeholders within the system;
- ensures creditors have ready access to information from the trustee on the specific bankruptcy or proposal in which they are involved;
- ensures debtors comply with the *Bankruptcy and Insolvency Act*, are informed of alternatives to bankruptcy and have access to financial counseling to help them avoid future insolvency;
- ensures the efficiency and thoroughness of the bankruptcy and insolvency system by supervising the administration of estates in bankruptcy, commercial proposals and consumer proposals, and receiverships
- maintains a publicly accessible record of bankruptcy and insolvency proceedings;
- licenses private-sector trustees in bankruptcy and ensures they are competent and comply with the *Bankruptcy and Insolvency Act* and its Rules and Directives;
- sets and enforces professional standards for the administration of estates;
- records and investigates complaints regarding possible wrongdoing by someone involved in the insolvency process.

Current Situation

The Office of the Superintendent of Bankruptcy (OSB) has 14 offices and approximately 365 employees located across Canada.

Over the past three years, a streamlined national process was developed in order to ensure the fair, equitable and transparent staffing of officer level positions within tight timeframes, enabling OSB to hire within a six month period. In early 2015-2016, a staffing strategy was developed to help managers effectively use all available staffing tools, including student staffing strategies and pools of pre-qualified candidates available through the Public Service Commission. Despite strong efforts on both the operational and strategic sides, volume continues to be an issue.

During the 2014-2015 fiscal year, 33 employees left the OSB. 16 of the departures were due to retirement, and 17 employees accepted positions in other departments in the public service, in the private sector, or left for undisclosed reasons.

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Retirements will continue to be a factor. 42% of OSB employees are over 50. As of the end of the 2014–15 fiscal year, 40 employees were eligible to retire without penalty.

Attrition rates have been consistent over the past 5 years, averaging 10%.

To deliver on the mandate and fulfill the strategic objectives of the organization, the OSB requires a staff complement of 373 employees. Historically, the OSB has not been able to reach and maintain this level. To account for attrition including possible retirements, overstaffing is required.

This project is integral to continue the move towards fair, equitable and transparent staffing processes, managing volume, and ensuring that all requirements for solid staffing documentation are met.

The HR Branch in Industry Canada will continue to fulfill their role as staffing advisor. Collective staffing for OSB will be national. At the current time OSB receives national staffing services from two Human Resources Advisors located in National Headquarters (NHQ).

4.0 PROJECT REQUIREMENTS / OBJECTIVES

The OSB requires the services of a Human Resources Consultant (level 3), two Staffing Consultants (level 2 and level 3) and a HR Assistant Consultant (level 2) to assist with their National Collective Staffing.

The objective of this contract is to identify a contractor with a project team with the skills and experience to provide a range of human resources and consistent strategic staffing support services that will assist the OSB in taking a proactive, consistent, streamlined approach to staffing and to align and streamline national staffing for officer level positions.

4.1 Description of Resource Categories

4.1.1 Human Resources Consultant (Level 3)

The required services may include, but are not limited to, the following:

HR Programs and Services can include: human resource planning, recruitment, collective bargaining, training and development, organizational design and classification, pay and benefit administration, staffing and resourcing, performance management, official languages, employment equity and employee assistance programs

- Providing operational HR services;
- Developing resourcing strategies linked to HR Plans, job marketing strategy and tools;
- Assisting in redress process, appeals, grievances etc;
- Providing advice on and/or performing analysis of the HR strategic direction and assisting in the development of HR options, aligning and integrating the HR plans with the strategic direction of the organization's business plan;
- Participating in the development of potential HR models and assisting in the implementation of HR requirements and a transition plan to meet HR needs;
- Developing, implementing and providing advice on policies, programs and procedures regarding human resource services and programs;
- Planning Human Resources in areas such as organizational development, organizational planning and design, human resources utilization, job analysis, performance planning, auditing and evaluating and forecasting;
- Providing advice on and/or participating in the establishment of processes and HR systems support for human resources programs, services and activities;

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- Providing advice on and/or participating in the development of new programs for employees to retain career mobility;
- Identifying policy needs/concerns and performing comparative analysis of policies as well as developing policies, procedures, guidelines and Strategies;
- Providing advice on and/or assisting in the development/provisioning of new government programs;
- Planning, developing, implementing and evaluating personnel and employee relations strategies including policies, programs and procedures to address an organization's human resource requirements;
- Advising managers and employees on the interpretation of compensation and benefit programs and collective agreements;
- Researching, preparing and conducting grievance committees and prepare reports;
- Conducting research and analysis and preparing recommendations, reports and/or conducting desk audits;
- Leading, participating in the conduct of organizational and central agencies monitoring and audit initiatives;
- Negotiating collective agreements on behalf of employers or employees, mediate labour disputes and grievances and provide advice on employee and labour relations;
- Planning and administering HR programs;
- Hiring and overseeing training of staff;
- Coordinating employee performance and appraisal programs;
- Conducting reviews, developing implementation strategies;
- Develop training and information sessions;
- Providing mentoring, tutoring and coaching assistance;
- Assisting in the development of HR strategies to meet business needs;
- Assisting in the development of Integrated Business and Human Resources Plan to meet the needs of the organization;
- Developing and monitoring framework, conducting monitoring activities and preparing monitoring reports;
- Developing, implementing HR related programs, framework and initiatives;
- Evaluating programs and activities and reporting on lessons learned or making recommendations for the future;
- Researching or fact finding exercises;
- Researching, developing, implementing and tracking service standards, agreements; and
- Reviewing and proposing various organizational models.

4.1.2 Staffing Consultant (Level 2 and Level 3)

The required services may include, but are not limited to, the following:

- Developing staffing and resourcing strategies;
- Developing monitoring framework and implement and conduct monitoring;
- Providing manager with demographic information and assisting in developing strategies to meet HR needs;
- Providing advice and guidance on different types of merit criteria/qualifications;
- Providing advice on workforce and process pros and cons;
- Identifying links with departmental Human Resources/Employment Equity/Business plans;
- Providing advice on effectiveness of assessment instruments and assisting in development or choice of proper instruments;
- Advising manager of organizational policy;
- Assisting manager in appropriate sequencing and application of merit criteria;
- Providing advice, guidance, and assistance on review of decision and impact of change, if any;
- Providing monitoring and reporting activities with respect to staffing activities both within the organization and to central agencies;
- Creating departmental staffing report(s) including preparation, data gathering, interviews, and monitoring staffing report and various activities;

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- Performing activities including recourse, appeals, early intervention process, and alternative dispute resolutions for staffing purposes;
- Extending job offers and establishing starting salaries;
- Developing or assisting in developing strategies and plans (i.e. staffing or resourcing);
- Developing monitoring framework and implementing and conducting monitoring;
- Developing and reviewing appointment sub-delegation instruments, the sub-delegation process and the supporting tools (i.e. tables, sub-delegation certificates);
- Conducting environmental and statistical reviews;
- Reviewing organizational needs and business needs to assist in the identification of the appropriate staffing strategy or plans (including links to other plans such as the Employment Equity and Diversity Plan and the Official Languages Plan);
- Providing advice and recommendations in regards to addressing staffing and recruitment challenges considering organizational strategies and plans;
- Developing and implementing recruitment and employment strategies;
- Providing advice and recommendations in selecting the choice of appointment process;
- Preparing and conducting recruitment and staffing processes on behalf of management. This may include any or any grouping of the following activities:
 - making recommendations on the staffing process type to be undertaken;
 - drafting and finalizing the statement of merit criteria;
 - developing and preparing the assessment guide, tools and process;
 - drafting and finalizing the advertisements;
 - coordinating and participating in the assessment of priorities, and the screening and assessments of candidates;
 - coordinating and administrating tests, interviews; coordinating and completing the reference check etc; and
 - compiling and preparing the final board reports and finalizing the results of the processes (such as establishing pools of candidates).
- Planning, developing, coordinating and administrating various staffing and staffing related initiatives such as job fairs, collective staffing and targeted Recruitment initiatives;
- Providing operational staffing services to a group of client managers;
- Providing advice and guidance to managers on staffing investigations, audits and Public Service Staffing Tribunal Complaints;
- Developing staffing policies, guidelines, procedures, and tool;
- Drafting staffing report(s) including the preparation, data and information gathering, interviews, drafting of documentation;
- Developing information and learning sessions or events for managers, employees or staffing experts;
- Reviewing employees' or candidates' qualifications to address redeployment or placement of personnel;
- Developing a framework or process for pool management and coordinate the management of a pool;
- Advising managers and employees on staffing policies and procedures; and
- Providing mentoring, tutoring or coaching assistance.

4.1.3 HR Assistant Consultant (Level 2)

The required services may include, but are not limited to, the following:

HR activities can include: human resource planning, recruitment, collective bargaining, training and development, organizational design and classification, pay and benefit administration, staffing and resourcing, performance management, official languages, employment equity and employee assistance programs.

- Ensuring the appropriate preparation, completion, distribution and filing of HR documentation;
- Ensuring the appropriate data entry, and/or the compilation of data and information and the preparation of reports;

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- Responding to human resources inquiries and relaying the inquiry to the appropriate person;
- Assisting in the development of administrative procedures and tools;
- Assisting in the coordination of appointments, interviews, testing, scheduling of events and learning sessions etc;
- Providing administrative support to HR Manager, Advisors or an HR Specialist; and
- Providing administrative, clerical or coordinating support in the development and/or implementation of HR activities, programs and tools.
- Executing human resources support activities;
- Providing assistance in the areas of human resources, or employee communications;
- Delivering a variety of written tests to candidates and requesting testing as required;
- Training administrative assistants in client organizations on procedures and automated systems used for completing HR Activities;
- Providing direct advice, guidance and services to clients for HR services;
- Maintaining and updating HR systems, keeping hard copies of files, records and correspondence on related current HR activities and helping develop new systems or improving the existing system;
- Adjusting, modifying and updating HR management methods, practices and procedures; and
- Providing administrative services to include project and research activities in a given HR sector and the implementation of a wide range of administrative procedures and processes to support the HR programs.

5.0 SCOPE OF WORK

The Contractor will provide the following services:

- A) Support competency based staffing competitions for CO-01, CO-02, and CO-03 (as and when required) for the classification groups: Support competency base staffing competitions for CO-01, CO-02, and CO-03 for OSB managers and assist them in their staffing processes to reduce the time from launch to appointment.
- B) Coaching/Training: Develop and deliver coaching and training to OSB managers across Canada in support of staffing process on subjects such as conducting successful interviews, conducting reference checks, and conducting informal discussion.

6.0 TASKS

6.1 Support competency based staffing competition processes for CO-01, CO-02 and CO-03 classification groups

Align staffing assessment tools with the technical and behavioural competencies that have been identified for each classification group and support the competency based staffing process for CO-01, CO-02 and CO-03 classification groups for OSB managers and assist them in their staffing processes to reduce the time from launch to appointment.

Task 1 - Planning

The tasks will include, but are not limited to, the following:

- Preliminary discussions with Project Authority and agree on the approach of the project management methods and direction;
- Review of the current OSB and Industry Canada HR literatures, manual, procedures and documentation;

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- Prepare project plan, project schedule, associated level of effort and tasks that will allow for appropriate completion of competency based staffing process for the CO-01, CO-02 and CO-03 classification groups, for approval by the Project Authority;
- Develop and articulate governance process where issues are escalated and dealt with the appropriate stakeholder;
- Develop staffing and resourcing strategies;
- Identify links with departmental Human Resources/Employment Equity/Business plans;
- Assist manager in appropriate sequencing and application of merit criteria; and
- Consult with clients to identify current and prospective staffing requirements.

Task 2 - Staffing

The tasks will include, but are not limited to, the following:

- Review applications by conducting screening candidates against the essential education and experience criteria;
- Evaluate the written exams against established criteria; and
- Prepare and conduct recruitment and staffing processes on behalf of management.

Task 3 - Selection

- Educate managers on legal implications in hiring;
- Provide advice, guidance, and assistance on review of decision and impact of change, if any;
- Perform activities including recourse, appeals, early intervention process, and alternative dispute resolutions for staffing purposes; and
- Provide advice and guidance to managers on staffing investigations, audits and Public Service Staffing Tribunal Complaints.

Task 4 - Post-Selection

- Draft staffing report(s) including the preparation, data and information gathering, interviews, and drafting of documentation.

6.2 Coaching/Training

Develop and deliver coaching and training to OSB managers across Canada in support of staffing process. Coaching and training subject matter will be relevant to staffing processes within OSB, and may include subjects such as developing staffing tools, exam evaluation, conducting successful interviews, conducting reference checks, and conducting informal discussions.

7.0 DELIVERABLES

Deliverables shall be provided as requested in the TA form; however, it is expected that the deliverables defined in each TA could include, but are not limited to, the following:

- Drafting materials, such as statements of merit, assessment tools, and rating guides

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- Staffing support with tasks such as: pre-screening priorities, area of selection, education, and essential experience
- Written exam evaluation
- Producing reports on subject matter such as: screening results, evaluation results, and informal discussions
- Reviewing multi-source training materials
- Provide coaching/training to managers across Canada as required
- Weekly meetings and status updates with the project authority on workload
- Regular updates to the project authority on service standards and service expectations

Note: OSB will be responsible for any translation required.

8.0 CLIENT SUPPORT

At the outset of the contract, the Project Authority will provide relevant background information and access to data. Every attempt will be made throughout the course of the contract to provide additional information requested by the Contractor, if deemed relevant to the project. In addition, the Project Authority will be available to respond to inquiries from the Contractor. The Contractor will be provided with access to the Project Authority and staff as required (minimum weekly) and to necessary documents from relevant working groups/committees as deemed relevant by the Project Authority. Internal Resources and Subject Matter Experts may supplement the Staffing Project team.

8.1 Supporting Documentation

Office of the Superintendent of Bankruptcy Canada

<http://www.ic.gc.ca/eic/site/bsf-osb.nsf/eng/home>

Industry Canada – Human Resources

http://www.ic.gc.ca/eic/site/dir-ect.nsf/eng/h_uw00009.html

Public Service Commission - Information for HR specialists

<http://www.psc-cfp.gc.ca/centres/serv-hr-rh-eng.htm>

The Office of the Chief Human Resources Officer (OCHRO)

<http://www.tbs-sct.gc.ca/chro-dprh/index-eng.asp>

9.0 OFFICIAL LANGUAGES

When conducting stakeholders' interviews and/or meetings, the Contractor will need to ensure that when the situation arises, the Contractor's qualified personnel must have the ability to work in both and/or either official language (English and/or French).

At least one member of the Bidder's proposed project team must be bilingual. The member(s) should have the ability to work in both official languages and be able to conduct stakeholder meetings, interviews and training in both official languages.

10.0 WORK LOCATION

The work will take place on the Contractor's place of work.

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11.0 TRAVEL

No travel is required for this work. Therefore, none will be reimbursed under this contract.

12. SECURITY

The Contractor's resources must hold a valid security clearance at the level of "**Reliability**" Status for the duration of the contract.

13. INTELLECTUAL PROPERTY

The Office of the Superintendent of Bankruptcy (OSB)/Industry Canada has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds:

Where the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

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ATTACHMENT 1 TO ANNEX “A” COMPETENCY PROFILE SUMMARIES

1.1 Competency – CO-01

CO-01		
Organizational Competencies	Level	Description/Behavioral Indicators
<p>Client Focus: Implies a strong desire to work closely with clients to address their needs for goods and information, and continually provide high levels of service by keeping client needs at the forefront of activities.</p> <p>Individuals with high levels of this competency demonstrate a strong commitment to providing timely and high quality advice and support to both internal and external clients (includes the general public in Canada or abroad, OGD's, and peers).</p>	4	<p>Acts to Improve Client Service</p> <ul style="list-style-type: none"> • Makes self fully available, especially when a client is going through a critical period. • Adds value to the client's business by responding beyond the client's expectations. • Finds more cost-effective solutions to those currently used.
<p>Interpersonal Relations and Respect: Involves dealing with people in a respectful and sensitive manner. It implies truly listening, understanding, accepting and respecting the opinions, feelings, perspectives and motivations of others.</p> <p>It is also the ability to use this knowledge to shape one's own responses and to show a concern for the welfare, dignity and feelings of others. Includes managing an effective conclusion to conflict.</p>	4	<p>Accurate Assessment</p> <ul style="list-style-type: none"> • Makes accurate assessments and remains sensitive to the complex root causes of individual or group behavior patterns. • After assessing the issue, takes appropriate action to achieve resolution. • Leverages diversity of views to achieve better solutions or decisions.
Behaviour Competencies	Level	Description/Behavioral Indicators
<p>Analytical Thinking:</p> <p>Involves understanding a situation by breaking it down into smaller pieces, or tracing the implications of a situation in a step-by-step way.</p> <p>It includes systematically organizing the parts of a problem or situation; making systematic comparisons of different features or aspects of the problem; setting priorities on a rational basis; and identifying time sequences, casual relationships or If-Then relationships.</p>	3	<p>Sees Multiple Relationships</p> <ul style="list-style-type: none"> • Analyses the relationships between several parts of a complex and abstract problem or situation. • Recognizes multiple casual links, several potential causes of events, several consequences of actions, or multiple-part chains of events (A leads to B leads to C leads to D). • Anticipates obstacles and thinks ahead of the next step to be taken or alternative solutions, e.g., does "what if" analyses. • Pulls together information into a coherent picture and generates viable solutions. • Based on alternatives, makes decision or provides recommendations.

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<p>Effective Interactive Communication:</p> <p>Implies the ability to transmit and receive information clearly and communicate effectively to others by considering their points of view in order to respond appropriately. It includes using tact and diplomacy in all communications as well as the ability to convey ideas and information, both orally and in writing, in a way that brings understanding to the target audience.</p>	<p>4</p>	<p>Communicates for Maximum Results</p> <ul style="list-style-type: none"> • Understands the underlying needs, interests, issues and motivations of others. • Interprets complex and possibly contradictory or competing signals/messages. • Optimizes communications to achieve desired results . • Considers the purpose of communications as well as other key factors in deciding what to communicate and how to deliver the message.
<p>Information Seeking:</p> <p>Refers to the natural tendency for some to obtain additional information. An underlying curiosity and desire to know more about things, people, or issues drive people with this competency.</p> <p>Ability to acquire a greater understanding of a subject through the application of research methodologies, to gather and analyse reliable, relevant and verifiable information and draw conclusions. It implies going beyond the questions that are routine or required in the job.</p> <p>It may include pressing for exact information; resolution of discrepancies by asking a series of questions; or less-focussed environmental scanning for potential opportunities or miscellaneous information that may be of future use.</p>	<p>3</p>	<p>Digs Deeper</p> <ul style="list-style-type: none"> • Actively asks a series of probing questions to find the root cause of a situation or a problem. • Does not stop with the first answer; finds out why something happened by asking a series of specific, detailed questions that are not routine.
<p>Judgement: Implies the ability to analyse information, identify key issues, relationships or objectives, diagnose opportunities, make sound inferences from available information, and draw logical conclusions.</p> <p>The thinking process may be linear, using cause and effect relationships to analyse problems in a step-by-step way. At the highest level, the thinking process is often patterned, demonstrating insight by making connections between situations or things that are not obviously related, and making effective decisions with the best information available.</p> <p>Note: this competency is closely associated with Conceptual Thinking. However,</p>	<p>3</p>	<p>Applies Sound Judgement in Difficult Situations</p> <ul style="list-style-type: none"> • Makes multiple causal links: identifies several potential causes of events, several consequences of actions, or multiple-part chains of events. • Anticipates the risks or implications inherent in a suggested plan of action and devises appropriate strategies to mitigate their impact. • Analyses relationships among several parts of a problem or situation, anticipating obstacles and thinking ahead to next steps. • Through insight, makes the correct call even when faced with incomplete or contradictory data, including deciding against what might have seemed logical at the time.

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Judgement refers more to a detailed and systematic diagnostic in order to understand a situation.				
Technical Competencies - OSB - CO-01				
1 = Awareness	2 = Basic	3 = Solid	4 = Advanced	5 = Expert
Demonstrates limited knowledge of the subject matter and where it fits into the business of OSB. Is able to direct people to the appropriate source for further information.	Demonstrates basic knowledge and capability to apply it in routine situations. Requires guidance to deal with more complex situations.	Demonstrates solid working knowledge and consistent ability to independently undertake a full range of typical challenges.	Demonstrates in-depth knowledge and sufficient capability to address unusual situations without clear precedents and an ability to develop enhancements to approaches and methods, and integrates with other areas of knowledge/specialty.	Demonstrates expert knowledge and capability to address the most complex challenges, develops new theories/approaches or methods, and is recognized as an internal or external authority.
Ability to Apply Legislation and Policies, and Procedures: understands and applies all relevant law, statutes, acts and regulations, and/or OSB policies and procedures that have a direct impact on the organization. May include one or more of the following:		3	<ul style="list-style-type: none"> • Knowledge of laws, legislation and policies. • Ability to apply knowledge of specific relevant acts, statutes, etc. • Ability to research legislation and policies and apply. • Identify federal, provincial, and municipal laws and regulations that are relevant and determines how they impact the issue. • Ability to modify and/or develop legislation, policies and/or procedures. 	
Ability to Write Reports: applies to specialized written documents, e.g. Reports, Briefings, Policy, Legislation and Investigative Results. May include one or more of the following:		3	<ul style="list-style-type: none"> • Ability to produce clear, concise, logical and grammatically correct material in English or French. • Ability to convey information in English or in French accurately and obtain desired results. • Ability to use a variety of writing styles and approaches in English or in French as appropriate to the circumstances and intended readership. 	
Ability to Conduct Inspections and/or Investigations: conducts a systematic review into events or occurrences to determine appropriate courses of action. (e.g. complaints and inquiries, banking reviews, etc.) Effectively and efficiently applies information in a timely manner that facilitates the completion of inspections and investigations. This ability will be linked to other abilities such as apply evidence gathering processes, provide testimony in		3	<ul style="list-style-type: none"> • Ability to conduct an investigation and as such to collect and record evidence during an investigation, (sensitive and discreet) using investigation techniques and evidence gathering methods. • Appropriate factors should be considered and weighted in order to make objective and consistent decisions about the relative importance (materiality) of potential investigations. • Plan and direct coordination and information sharing with other agencies, e.g. forwarding investigation to 	

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<p>court, and to conduct interviews.</p> <p>May include one or more of the following:</p>		<p>RCMP for further action.</p> <ul style="list-style-type: none"> • Collect and evaluate large quantities of information and draw conclusions which may be “<i>greater than the sum of parts</i>”. • Coach and mentor peers.
<p>Ability to understand and apply Business, Financial and Accounting Principles: understands business-related financial, marketplace, consumer and economic information for internal and external financial management.</p> <p>May include one or more of the following:</p>	3	<ul style="list-style-type: none"> • Ability to collect financial information under the BIA. • Knowledge of issues relating to financial fraud. • Sound working knowledge of the principles of financial management, financial transactions and the relevant processes, practices, relationships and obligations under legislation. • Identify patterns, links, trends, gaps and makes connections between financial situations that are not obviously related.
<p>Ability to Plan, Prioritize and Report on Results: define work goals, formulate specific tasks, set milestones, and implement a specific course of action using the <i>principles of project management</i>. These principles can be applied to: case management, file management, work plans or specific targets.</p> <p>May include one or more of the following:</p>	3	<ul style="list-style-type: none"> • Demonstrate an understanding of the key principles of project management. • Identify key activities, risks, dependencies and milestones. • Execute, control and close projects. • Develop critical paths, performance standards and indicators. • Makes effective use of time and resources.
<p>Ability to use Office Technology, Software and Applications: understands and effectively uses standard office equipment such personal computers, photocopiers, fax machines, shredders, scanners, and office automation software.</p> <p>May include one or more of the following:</p>	3	<ul style="list-style-type: none"> • Ability to use a variety of word processing applications. • Demonstrates a good understanding of the legal and ethical requirements for data protection. • Ability to use standard and/or program specific OSB databases.

1.2 Competency – CO-02

CO-02		
Organizational Competencies	Level	Description /Behavioral Indicators

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<p>Client Focus:</p> <p>Implies a strong desire to work closely with clients to address their needs for goods and information, and continually provide high levels of service by keeping client needs at the forefront of activities.</p> <p>Individuals with high levels of this competency demonstrate a strong commitment to providing timely and high quality advice and support to both internal and external clients (includes the general public in Canada or abroad, OGD's, and peers).</p>	4	<p>Acts to Improve Client Service</p> <ul style="list-style-type: none"> • Makes self fully available, especially when a client is going through a critical period; • Adds value to the client's business by responding beyond the client's expectations; and • Finds more cost-effective solutions to those currently used
<p>Interpersonal Relations and Respect:</p> <p>Involves dealing with people in a respectful and sensitive manner. It implies truly listening, understanding, accepting and respecting the opinions, feelings, perspectives and motivations of others. It is also the ability to use this knowledge to shape one's own responses and to show a concern for the welfare, dignity and feelings of others. Includes managing an effective conclusion to conflict.</p>	4	<p>Accurate Assessment</p> <ul style="list-style-type: none"> • Makes accurate assessments and remains sensitive to the complex root causes of individual or group behaviour patterns • After assessing the issue, takes appropriate action to achieve resolution • Leverages diversity of views to achieve better solutions or decisions
<p>Behaviour Competencies</p>	<p>Level</p>	<p>Description/Behavioral Indicators</p>
<p>Analytical Thinking:</p> <p>Involves understanding a situation by breaking it down into smaller pieces, or tracing the implications of a situation in a step-by-step way.</p> <p>It includes systematically organizing the parts of a problem or situation; making systematic comparisons of different features or aspects of the problem; setting priorities on a rational basis; and identifying time sequences, causal relationships or If-Then relationships.</p>	4	<p>Makes Complex Analyses</p> <ul style="list-style-type: none"> • Systematically breaks multi-dimensional problems/challenges into component parts • Organizes sequences, identifies interdependencies (potentially including numerous components), determines casualties, extracts meaning and integrates into a complete solution • Uses different analytical techniques to identify several solutions, weighing the value of each solution • Based on alternatives, makes decision or provides recommendations
<p>Effective Interactive Communication:</p> <p>Implies the ability to transmit and receive information clearly and communicate effectively to others by considering their points of view in order to respond appropriately.</p> <p>It includes using tact and diplomacy in all communications as well as the ability to convey ideas and information, both orally and in writing, in a way that brings understanding to the target audience.</p>	4	<p>Communicates for Maximum Results</p> <ul style="list-style-type: none"> • Understands the underlying needs, interests, issues and motivations of others • Interprets complex and possibly contradictory or competing signals/messages • Optimizes communications to achieve desired results • Considers the purpose of communications as well as other key factors in deciding what to communicate and how to deliver the message

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<p>Information Seeking: Refers to the natural tendency for some to obtain additional information. An underlying curiosity and desire to know more about things, people, or issues drive people with this competency. Ability to acquire a greater understanding of a subject through the application of research methodologies, to gather and analyse reliable, relevant and verifiable information and draw conclusions. It implies going beyond the questions that are routine or required in the job. It may include pressing for exact information; resolution of discrepancies by asking a series of questions; or less-focussed environmental scanning for potential opportunities or miscellaneous information that may be of future use.</p>	4	<p>Does Research</p> <ul style="list-style-type: none"> • Makes a systematic effort over a limited period of time to obtain • needed data or feedback • Conducts in-depth investigations from unusual sources (may be required to lead research) • Advises on the formulation and revision of policy in the light of research findings 		
<p>Judgement: Implies the ability to analyse information, identify key issues, relationships or objectives, diagnose opportunities, make sound inferences from available information, and draw logical conclusions. The thinking process may be linear, using cause and effect relationships to analyse problems in a step-by-step way. At the highest level, the thinking process is often patterned, demonstrating insight by making connections between situations or things that are not obviously related, and making effective decisions with the best information available. Note: this competency is closely associated with Conceptual Thinking. However, Judgement refers more to a detailed and systematic diagnostic in order to understand a situation.</p>	3	<p>Applies Sound Judgement in Difficult Situations</p> <ul style="list-style-type: none"> • Makes multiple causal links: identifies several potential causes of events, several consequences of actions, or multiple-part chains of events • anticipates the risks or implications inherent in a suggested plan of action and devises appropriate strategies to mitigate their impact • analyses relationships among several parts of a problem or situation, anticipating obstacles and thinking ahead to next steps • through insight, makes the correct call even when faced with incomplete or contradictory data, including deciding against what might have seemed logical at the time 		
<p>Technical Competencies - OSB – CO-02</p>				
<p>Demonstrates limited knowledge of the subject matter and where it fits into the business of OS B. Is able to direct people to the appropriate source for further information.</p>	<p>Demonstrates basic knowledge and capability to apply it in routine situations. Requires guidance to deal with more complex situations.</p>	<p>Demonstrates solid working knowledge and consistent ability to independently undertake a full range of typical challenges.</p>	<p>Demonstrates in-depth knowledge and sufficient capability to address unusual situations without clear precedents and an ability to develop enhancements to approaches and methods, and integrates with other areas of knowledge /specialty.</p>	<p>Demonstrates expert knowledge and capability to address the most complex challenges, develops new theories/approaches or methods, and is recognized as an internal or external authority.</p>

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TECHNICAL COMPETENCY		
Competency	Level	EXAMPLE
<p>Ability to Apply Legislation and Policies, and Procedures: understands and applies all relevant law, statutes, acts and regulations, and/or OSB policies and procedures that have a direct impact on the organization.</p> <p>May include one or more of the following:</p>	4	<ul style="list-style-type: none"> • Knowledge of laws, legislation and policies • Ability to apply knowledge of specific relevant acts, statutes, etc • Ability to research legislation and policies and apply Identify federal, provincial, and municipal laws and regulations that are relevant and determines how they impact the issue • Ability to modify and/or develop legislation, policies and/or procedures
TECHNICAL COMPETENCY	Level	EXAMPLE
<p>Ability to Write Reports: applies to specialized written documents, e.g. Reports, Briefings, Policy, Legislation and Investigative Results.</p> <p>May include one or more of the following:</p>	4	<ul style="list-style-type: none"> • Ability to produce clear, concise, logical and grammatically correct material in English or French • Ability to convey information in English or in French accurately and obtain desired results • Ability to use a variety of writing styles and approaches in English or in French as appropriate to the circumstances and intended readership
<p>Ability to Conduct Inspections and/or Investigations: conducts a systematic review into events or occurrences to determine appropriate courses of action. (e.g. complaints and enquiries, banking reviews, etc.)</p> <p>Effectively and efficiently applies information in a timely manner that facilitates the completion of inspections and investigations.</p> <p>This ability will be linked to other abilities such as apply evidence gathering processes, provide testimony in court, and to conduct interviews.</p> <p>May include one or more of the following:</p>	4	<ul style="list-style-type: none"> • Ability to conduct an investigation and as such to collect and record evidence during an investigation, (sensitive and discreet) using investigation techniques and evidence gathering methods • Appropriate factors should be considered and weighted in order to make objective and consistent decisions about the relative importance (materiality) of potential investigations; • Apply and understand law and policy related to confidentiality and the rules of disclosure • Prepare and review all supporting documentation and evidence required for presentation in court • Ability to liaise with the Department of Justice in preparation of Intervention • Withstand the scrutiny of cross-examination, while maintaining professional composure and accuracy • Plan and direct coordination and information sharing with other agencies, e.g. forwarding investigation to RCMP for further action • Collect and evaluate large quantities of information and draw conclusions which may be “greater than the sum of parts” • Draw on intelligence from a wide variety of sources, to determine long range organizational or national impacts • Coach and mentor peers

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TECHNICAL COMPETENCY	Level	EXAMPLE
<p>Ability to understand and apply Business, Financial and Accounting Principles: understands business-related financial, marketplace, consumer and economic information for internal and external financial management.</p> <p>May include one or more of the following:</p>	3	<ul style="list-style-type: none"> • Ability to collect financial information under the BIA • Knowledge of issues relating to financial fraud • Sound working knowledge of the principles of financial management, financial transactions and the relevant processes, practices, relationships and obligations under legislation • Ability to conduct Banking and Practice Reviews • Ability to interpret a range of complex financial reports, ledgers , graphs, and statements • Identify patterns, links, trends, gaps and makes connections between financial situations that are not obviously related
<p>Ability to Plan, Prioritize and Report on Results: define work goals, formulate specific tasks, set milestones, and implement a specific course of action using the principles of project management.</p> <p>These principles can be applied to:</p> <ul style="list-style-type: none"> • Case management • File management • Work plans; or • Specific targets. <p>May include one or more of the following:</p>	4	<ul style="list-style-type: none"> • Demonstrate an understanding of the key principles of project management • Identify key activities, risks, dependencies and milestones • Initiate, plan , execute , control and close projects • Develop critical paths, performance standards and indicators • Makes effective use of time and resources • Report on results and lessons learned
<p>Ability to use Office Technology, Software and Applications: understands and effectively uses standard office equipment such personal computers, photocopiers, fax machines, shredders, scanners, and office automation software.</p> <p>May include one or more of the following:</p>	3	<ul style="list-style-type: none"> • Ability to use a variety of word processing applications • demonstrates a good understanding of the legal and ethic requirements for data protection • ability to use standard and/or program specific OSB databases

1.3 Competency – CO-03

CO-03		
Organizational Competencies	Level	Description / Behavioral Indicators

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<p>Client Focus: Implies a strong desire to work closely with clients to address their needs for goods and information, and continually provide high levels of service by keeping client needs at the forefront of activities.</p> <p>Individuals with high levels of this competency demonstrate a strong commitment to providing timely and high quality advice and support to both internal and external clients (includes the general public in Canada or abroad, OGD's, and peers).</p>	4	<p>Acts to Improve Client Service</p> <ul style="list-style-type: none"> • Makes self fully available, especially when a client is going through a critical period • Adds value to the client's business by responding beyond the client's expectations • Finds more cost-effective solutions to those currently used
<p>Interpersonal Relations and Respect: Involves dealing with people in a respectful and sensitive manner. It implies truly listening, understanding, accepting and respecting the opinions, feelings, perspectives and motivations of others.</p> <p>It is also the ability to use this knowledge to shape one's own responses and to show a concern for the welfare, dignity and feelings of others. Includes managing an effective conclusion to conflict.</p>	4	<p>Accurate Assessment</p> <ul style="list-style-type: none"> • Makes accurate assessments and remains sensitive to the complex root causes of individual or group behavior patterns • After assessing the issue, takes appropriate action to achieve resolution • Leverages diversity of views to achieve better solutions or decisions
Behaviour Competencies	Level	Description / Behavioral Indicators
<p>Action Management: Action Management describes the ability to develop objectives and achieve results and to take responsibility for mobilizing staff to ensure timely delivery against commitments. It includes having others follow clear standards, assigning work and "telling people what to do".</p> <p>It includes the ability to plan, organize and/or monitor; this competency supports the organization in meeting its business deliverables through its employees. It also ensures that desired standards are met, and holds people accountable for them.</p>	5	<p>Effectively Deals with Poor Performance</p> <ul style="list-style-type: none"> • Reviews performance against clear standards or expectations • Communicates concerns about poor performance • Takes a strong stand in dealing with problem behaviors or poor performance
<p>Developing Others: Refers to a genuine intent to foster the long-term learning or development of others (colleagues, staff, etc.) by recognizing and supporting their developmental interests and needs and encouraging opportunities for learning.</p> <p>This competency focuses on the developmental intent and effect rather than on a formal role of training.</p>	4	<p>Gives Feedback to Encourage Ongoing Development</p> <ul style="list-style-type: none"> • Gives specific constructive feedback for development purposes • Gives constructive feedback in behavioral terms rather than personal terms • Reassures and/or expresses positive expectations for future performance when giving constructive feedback and/or after a setback

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<p>Adaptability and Flexibility : Involves the ability to adapt quickly to change. It includes a genuine willingness to modify own style and approach in order to see other’s points of view or to achieve a specific objective; includes interacting effectively with people from other cultures.</p> <p>It entails enthusiastically changing or easily accepting changes in one’s own organization or job requirements</p>	4	<p>Adapt Strategies</p> <ul style="list-style-type: none"> • Changes the overall plan, goal, or project to fit the situation • Revisits validity of own ideas and changes strategy when current approach proves ineffective 		
<p>Conceptual Thinking: Refers to the ability to recognize and review the relevant factors of a situation or problem, identifies patterns or connections between situations that are not obviously related, draws sound inferences from available information, and makes a decision and moves forward with the preferred solution.</p> <p>It incorporates creative, conceptual, or inductive reasoning while problem solving.</p>	4	<p>Clarifies Complex Ideas or Situations</p> <ul style="list-style-type: none"> • Makes complex ideas or situations clear, simple and/or understandable • Quickly grasps the essence of a complex issue; synthesizes data/views to capture and communicate key points • Applies organizing techniques/creates a framework when embarking on a complicated/new undertaking 		
<p>Effectiveness/Achievement Orientation: Implies the willingness to go the extra mile, and involves a strong focus on achieving goals and results and “getting things done”. It includes having the tenacity to overcome obstacles and striving for quality, timeliness and efficiency in carrying out work.</p> <p>It is often seen as a concern for working efficiently and effectively in an organized manner to ensure goals are met or for surpassing a standard of excellence.</p>	4	<p>Takes Calculated Entrepreneurial Risks</p> <ul style="list-style-type: none"> • Implements cost-saving measures to meet efficiency objectives, even when measures are unpopular • Takes numerous, sustained actions over time in the face of obstacles to reach entrepreneurial goal • Commits significant resources and/or time in the face of uncertainty to improve performance • Tries new things and/or sets challenging goals while taking action to minimize risks • Encourages and supports staff in taking entrepreneurial risks 		
<p>People/Team Leadership: Implies the intention to take a role as leader of a team or other group. It is accompanied by a strong desire to lead others and to effectively interact with staff, including building their motivation, managing performance, coaching and providing guidance.</p> <p>Team leadership is generally, but certainly not always, shown from a position of formal authority. The “team” here should be understood broadly as any group in which the person takes on a leadership role, including the enterprise as a whole.</p>	4	<p>Positions Self as Leader</p> <ul style="list-style-type: none"> • Takes action to ensure that others buy into leader’s mission, goals, agenda, climate, tone, policy, and creates the proper organizational climate • Creates an appropriate climate for employee success • Leads by example; models behavior desired of staff 		
Technical Competencies - OSB – CO-03				
1 = Awareness	2 = Basic	3 = Solid	4 = Advanced	5 = Expert

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Demonstrates limited knowledge of the subject matter and where it fits into the business of OSB. Is able to direct people to the appropriate source for further information.	Demonstrates basic knowledge and capability to apply it in routine situations. Requires guidance to deal with more complex situations.	Demonstrates solid working knowledge and consistent ability to independently undertake a full range of typical challenges.	Demonstrates in-depth knowledge and sufficient capability to address unusual situations without clear precedents and an ability to develop enhancements to approaches and methods, and integrates with other areas of knowledge/specialty.	Demonstrates expert knowledge and capability to address the most complex challenges, develops new theories/approaches or methods, and is recognized as an internal or external authority.
TECHNICAL COMPETENCY		Level	EXAMPLE	
<p>Ability to Apply Legislation and Policies, and Procedures: understands and applies all relevant law, statutes, acts and regulations, and/or OSB policies and procedures that have a direct impact on the organization.</p> <p>May include one or more of the following:</p>		4	<ul style="list-style-type: none"> • Knowledge of laws, legislation and policies • Ability to apply knowledge of specific relevant acts, statutes, etc • Ability to research legislation and policies and apply • Identify federal, provincial, and municipal laws and regulations that are relevant and determines how they impact the issue 	
<p>Ability to Write Reports: applies to specialized written documents, e.g. Reports, Briefings, Policy, Legislation and Investigative Results.</p> <p>May include one or more of the following:</p>		4	<ul style="list-style-type: none"> • Ability to produce clear, concise, logical and grammatically correct material in English or French • Ability to convey information in English or in French accurately and obtain desired results • Ability to use a variety of writing styles and approaches in English or in French as appropriate to the circumstances and intended readership 	
<p>Ability to Conduct Inspections and/or Investigations: conducts a systematic review into events or occurrences to determine appropriate courses of action. (eg. complaints and enquiries, banking reviews, etc.)</p> <p>Effectively and efficiently applies information in a timely manner that facilitates the completion of inspections and investigations.</p> <p>This ability will be linked to other abilities such as apply evidence gathering processes, provide testimony in court, and to conduct interviews.</p> <p>May include one or more of the following:</p>		3	<ul style="list-style-type: none"> • Appropriate factors should be considered and weighted in order to make objective and consistent decisions about the relative importance (materiality) of potential investigations. • Apply and understand law and policy related to confidentiality and the rules of disclosure. • Ability to liaise with the Department of Justice in preparation of Intervention. • Withstand the scrutiny of cross -examination, while maintaining professional composure and accuracy. • Draw on intelligence from a wide variety of sources, to determine long range organizational or national impacts. • Coach and mentor peers 	

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<p>Ability to understand and apply Business, Financial and Accounting Principles: Understands business- related financial, market place, consumer and economic information for internal and external financial management. May include one or more of the following:</p>	4	<ul style="list-style-type: none"> • Manages financial budgets within OSB • Fulfils obligations of accountabilities for departmental finance and assets management • Act on audit, evaluation, and other objective performance information
<p>Ability to Plan, Prioritize and Report on Results: define work goals, formulate specific tasks, set milestones, and implement a specific course of action using the principles of project management. These principles can be applied to: case management, file management, work plans or specific targets. May include one or more of the following:</p>	3	<ul style="list-style-type: none"> • Demonstrate an understanding of the key principles of project management • Identify key activities, risks, dependencies and milestones • Initiate, plan , execute , control and close projects • Develop critical paths, performance standards and indicators • Makes effective use of time and resources • Report on results and/or lessons learned
TECHNICAL COMPETENCY	Level	EXAMPLE
<p>Ability to use Office Technology, Software and Applications: understand s and effectively uses standard office equipment such personal computers, photocopiers, fax machines, shredders, scanners, and office automation software. May include one or more of the following:</p>	2	<ul style="list-style-type: none"> • Ability to use a variety of word processing applications • Demonstrates a good understanding of the legal and ethical requirements for data protection • Ability to use standard and/or program specific OSB databases

[Find a PWGSC SACC Manual Item](#)**ANNEX “B”, BASIS OF PAYMENT****A- Contract Period (From April 1, 2016 to March 31, 2017)**

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.0 Professional Fees

The Contractor will be paid all inclusive fixed time rates as follows:

1	Initial Contract Period – Date of Contract Award to March 31, 2017		
	Category	Name	Firm All-Inclusive Per Diem Rate (in Cdn \$)
1a	Human Resources Consultant – Level 3		
1b	Staffing Consultant – Level 3		
1c	Staffing Consultant – Level 2		
1d	HR Assistant Consultant – Level 2		

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.

Total Estimated Cost of Professional Fees: \$ _____ (insert amount at contract award)

2.0 Cost Reimbursable Expenses**2.1 Authorized travel and living expenses for Work**

Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.”

B- Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

B-1 Extended Contract Period (From April 1, 2017 to March 31, 2018)

2	Option Period 1 – April 1, 2017 to March 31, 2018		
	Category	Name	Firm All-Inclusive Per Diem Rate (in Cdn \$)
2a	Human Resources Consultant – Level 3		
2b	Staffing Consultant – Level 3		
2c	Staffing Consultant – Level 2		
2d	HR Assistant Consultant – Level 2		

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**ANNEX “C”,
SECURITY REQUIREMENTS CHECK LIST**

See attached PDF document

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ANNEX "D", TASK AUTHORIZATION FORM

CONTRACT SERIAL NO.: _____

TA NO.: _____

TA AMENDMENT NO., AS APPLICABLE : _____

TITLE: _____

A. TASK DESCRIPTION OF THE WORK REQUIRED

Reason for Amendment, as applicable:

Details of the activities to be performed: As follows ____; See attached _____

Description of the deliverables to be submitted: As follows ____; See attached _____

Schedule indicating completion dates for the major activities and (or) submission dates for the deliverables:
As follows ____; See attached _____

B. BASIS OF PAYMENT

The following basis of payment is applicable to the task description of the work required included in Section A above:

____ Firm Lot Price \$ _____ (GST/HST extra)
____ Limitation of Expenditure \$ _____ (GST/HST extra)

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C. TOTAL ESTIMATED COST OF TASK (GST/HST EXTRA)

The total estimated cost of the task must be determined in accordance with the Contract Basis of Payment in Annex _____.

Professional Fees

Name	Consultant Category	Firm All Inclusive Per Diem Rate	Estimated Number of Days	Estimated Amount
Total estimated cost - Professional fees:				\$

TOTAL ESTIMATED COST OF TASK (GST/HST EXTRA): \$ _____

D. METHOD OF PAYMENT:

- Single payment
 Monthly payments

E. APPROVALS

APPROVED: _____
 Project Authority Signature Date

APPROVED: _____
 (as applicable) Contracting Authority Signature Date

ACCEPTED BY: _____
 Contractor Signature Date
 (Name, title and signature of individual authorized to sign on behalf of Contractor)

ANNEX "E" INSURANCE REQUIREMENTS

(a) Contractor's Responsibility

- (i) It will be the sole responsibility of the Contractor to decide whether or not any insurance coverage is necessary for its own protection or to fulfill its obligations under the Contract. Any such insurance will be provided and maintained by the Contractor at its own expense.

The insurance stipulation provisions contained herein will not limit any insurance required by federal, provincial or municipal law. The required insurance is to the benefit and protection of the Contractor and will not be deemed to release or diminish its liability in any manner including as may be referenced elsewhere by the provision of the Contract.

- (ii) The Contracting Authority reserves the right to request at any time, evidence that the insurance requirements, stipulated herein, are met.

- (iii) The evidence of insurance, if requested, is to be provided in the following manner:

- (i) Certificate(s) of insurance signed by the insurer's underwriter containing reasonable detail of the insurance coverage, exclusions, deductibles and conditions applying to such policies and confirming that the insurance is in force to meet these requirements; or
(ii) A certified true copy of the policy.

(b) Commercial General Liability (CGL)

Commercial General Liability insurance will be effected by the Contractor and maintained in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability **NOT LESS THAN \$1,000,000** per accident or occurrence and in the annual aggregate.

CGL Endorsements

The following endorsements must be incorporated into the conditions of the Contractor's Commercial General Liability insurance policy:

- (i) **Additional Insured Endorsement:** Canada is included as an additional insured, but only with respect to liabilities that may arise from the contractor's own negligence, in the performance of the contract.
The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- (ii) **Notice of Cancellation Endorsement:** The Insurer agrees to provide the SA Authority thirty (30) days written notice of policy cancellation;
- (iii) **Cross Liability Endorsement:** Without increasing the limit of liability, the policy will protect all insured parties to the full extent of coverage provided. Further, the policy will apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each;
- (iv) **Contractual Liability Endorsement:** The policy will, on a blanket basis or by specific reference to threshold limits of the SO, extend to assumed liabilities with respect to contractual insurance provisions;
- (v) **Contingent Employer's Liability Endorsement":** To protect Contractor for liabilities arising in the management and administration of statutory and contractual entitlements of their employees;
- (vi) **Employees and (where applicable) Volunteers as Additional Insured:** All employees and (where applicable) volunteers, on behalf of the Contractor, will be included as additional insured.
- (vii) **Voluntary Medical Payments, \$5,000 per person, \$25,000 per accident:** To provide, without contestation, for expenses incurred in instances of minor accidental bodily injuries.

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- (viii) Products and Completed Operations Broad Form (24 months): While not limited to, the endorsement should include service, assembly and repair activities as well as material, parts or equipment furnished in connection with the work performed by the Contractor or on its behalf.
 - (ix) Personal Injury Broad Form: While not limited to, the endorsement should include coverage for Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (x) Independent Contractors Liability Endorsement (if any): Unless otherwise insured elsewhere, and evidence thereof is secured by the Contractor; all subcontractors are included as Insured by the policy;
 - (xi) Non-Owned Automobile Endorsement: To protect the Contractor for liabilities arising by their use of vehicles owned by other parties including Canada.
- (c) Where the Contractor is a JV, for the purposes of the Contract and any related documents (including insurance certificates), Canada requires that the JV Contractor identify itself by a single name. Upon request by Canada, a JV Contractor must specify the name of the JV to the Contracting Authority.

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ANNEX "F"
NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be. I agree that the obligation of this agreement will survive the completion of the Contract Serial No:

_____.

Signature

Date