

**CANADIAN HERITAGE  
TASK AND SOLUTIONS PROFESSIONAL SERVICES (TSPS)  
REQUEST FOR PROPOSALS**

**REISSUE OF A BID SOLICITATION**

This bid solicitation cancels and supersedes previous bid solicitation number 10160704 dated October 25<sup>th</sup>, 2016 with a closing of November 8<sup>th</sup>, 2016 at 2:00PM. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

REQUEST NUMBER: 10160704-A

TITLE OF PROJECT: Employee Relation Consultant(s) for the update of the Hazard Prevention Program – Level Senior and Intermediate

REQUEST DATE: December 14, 2016

CLOSING DATE AND TIME: January 6, 2017, 2:00 p.m., EST

ADDRESS ALL ENQUIRIES: Daniel Michaud  
Procurement and Contract Specialist  
Contracting and Materiel Management  
Canadian Heritage  
Telephone: 819-994-5122  
Email: [PCH.contracts-contracting.PCH@canada.ca](mailto:PCH.contracts-contracting.PCH@canada.ca)

The Department of Canadian Heritage (PCH) has a requirement for the above services to be carried out in accordance with the Statement of Work attached hereto as Annex "A". The services are to be performed during the period commencing upon the date of award of the contract and are to be completed by June 30<sup>th</sup>, 2018 as detailed in the Statements of Work.

If you are interested in undertaking this project, your sealed proposal, clearly indicating the title of the work and addressed to the undersigned will be received up to 2 p.m., EST, January 6, 2017, at:

Mail room / Bid Receiving  
RFP: 10160704-A  
Attention: Daniel Michaud  
15 Eddy Street, 2nd Floor (15-2-C)  
Gatineau, Quebec  
K1A 0M5

It is the Bidder's responsibility to ensure that their proposals are delivered to the above noted tender address no later than the time and date specified.

Bid solicitation #10160704-A, 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: Employee Relations Consultant(s).

## **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; the List of Suppliers, the TSPS Flexible Grid, Technical Criteria and Additional Certifications Precedent to Contract Award.

The Annexes include the Statement of Work, Basis of Payment and Security Requirements Check

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.

### **1.2 Summary**

This bid solicitation is being issued to satisfy the requirement of The Department of Canadian Heritage (PCH) [the “Client”] for the provision of Task and Solutions Professional Services. PCH aims to comply with the requirements of Part II of the Canada Labour Code as well as those of Part XIX of the Canada Occupational Health and Safety Regulations in terms of the Occupational Hazard Prevention Program in regards to hazard identification and assessment (according to the hazard level), the choice of prevention measures and identification of the appropriate training. The identified hazard will be comprised of safety hazards (such as working at height, hazards related to the use of machinery and mobile equipment), physical hazards, biological and chemical hazards, ergonomic hazards and psychosocial hazards as well as any other hazards that can be identified.

It is intended to result in the award of one (1) contract for a period of approximately 15 months.

1.2.1 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).

1.2.2 The resulting 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.

### **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.

**ATTACHMENT 1 TO PART 1, LIST OF SUPPLIERS**

1019837 Ontario Inc.  
168446 Canada Inc.  
3056058 Canada inc.  
8005931 Canada Inc  
Acosys Consulting Services Inc.  
Action Personnel of Ottawa-Hull Ltd  
Adirondack Information Management Inc., The AIM Group Inc. in Joint Venture  
ADRM Technology Consulting Group Corp. and Randstad Interim Inc  
Altis Human Resources (Ottawa) Inc.  
Altis Human Resources (Ottawa) Inc., Excel Human Resources Inc., and Altis Human Resources Inc., in Joint Venture  
Altis Human Resources Inc.  
ARTEMP PERSONNEL SERVICES INC  
AZUR HUMAN RESOURCES LIMITED  
C M S Human Resources Consultants Inc.  
C.B.-Z. Inc  
Calian Ltd.  
CGI Information Systems and Management Consultants Inc.  
Contract Community Inc.  
CONTRACT COMMUNITY INC., NISHA TECHNOLOGIES INC IN JOINT VENTURE  
ConversArt Consulting Limited  
CoreTracks Inc.  
Dare Human Resources Corporation  
Design Group Staffing Inc.  
Econ Inc.  
Excel Human Resources Inc.  
Groupe Conseil Richelieu CF Inc.  
Hackett Consulting Inc.  
Halo Management Consulting Inc.  
Hay Group Limited  
HCM WORKS INC./HCM TRAVAIL INC.  
HDP Group Inc  
Human Resource Systems Group Ltd.  
IBM Canada Ltd.  
Interis Consulting Inc.  
IT Services Canada Inc.  
KSAR & ASSOCIATES INC  
Lannick Contract Solutions Inc.  
Lumina IT inc.  
Lumina IT inc./C.B.-Z. Inc. (Joint Venture)  
Mangliar Inc.  
Maplesoft Consulting Inc.

MGIS Inc.  
MGIS Inc., B D M K Consultants Inc IN JOINT VENTURE  
NALY Management Consulting Incorporated  
PGF Consultants Inc.  
Phirelight Security Solutions Inc.  
Pleiad Canada Inc.  
Proex Inc.  
QMR Staffing Solutions Incorporated  
Samson & Associés CPA/Consultation Inc  
Systematix IT Solutions Inc./Systematix Technologies de L'Information Inc./Les Services Conseils  
Systematix Inc. in Joint Venture.  
TAG HR The Associates Group Inc.  
TDV Global inc.  
The AIM Group Inc.  
Workplace Safety & Prevention Services  
Y2 Consulting Psychologists Inc./Psychologues consultants Y2 inc.

## PART 2 – BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2016-04-04), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3 of Section 01, Integrity Provisions - Bid, of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

#### 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 - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 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.

Due to the nature of the bid solicitation, bids transmitted by facsimile and email to PCH 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,

"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](#).

## Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes ( ) No ( )

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks; 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 December 20, 2016. Enquiries received after that time will 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 Department of Canadian Heritage has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

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



## 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 four (4) hard copies;  
Section II: Financial Bid one (1) hard copy;  
Section III: Certifications one (1) hard copy; and  
Section IV: Additional Information one (1) hard 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.

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 in a thorough, concise and clear manner for carrying out the work.

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

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

#### Section II: Financial Bid

- A. Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.
- B. Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes 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.

### **Section III: Certifications**

In Section III of their bid, bidders should 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;
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.

## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

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.

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.

- c) 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 submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

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:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

that show in total 100 billable days.

- d) 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.

#### **4.1.1.2 Flexible Grid**

Refer to Attachment 1 to Part 4.

PCH will only accept a combination of Senior and Intermediate level consultant(s). A minimum of one (1) Senior level consultant is required for Mandatory technical criteria M1.

#### **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 Basis of Payment detailed in Annex "B".

## **4.2 Basis of Selection**

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

SACC Manual Clause A0027T (2012-07-16), Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum points specified for criterion number RT1 for the technical evaluation.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
  
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$52,000.

		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	100/135	105/135
<b>Bid Evaluated Price</b>		\$55,000	\$53,000	\$52,000
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$100/135 \times 70 = 51.85$	$105/135 \times 70 = 54.44$
	<b>Pricing Score</b>	$52/55 \times 30 = 28.36$	$52/53 \times 30 = 29.43$	$52/52 \times 30 = 30.00$
<b>Combined Rating</b>		87.99	81.28	84.44
<b>Overall Rating</b>		1	3	2

## ATTACHMENT 1 TO PART 4, TSPS FLEXIBLE GRID

### ***Human Resources Services Stream Flexible Grid***

#### **Levels of Expertise**

Senior: **Minimum 95 pts**  
Intermediate: **Minimum 70 pts**  
Junior: **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

## ATTACHMENT 2 TO PART 4, TECHNICAL CRITERIA

### i. MANDATORY TECHNICAL AND FINANCIAL CRITERIA

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

Bidders' are advised that only listing experience for the proposed resource(s) without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered "demonstrated" for the purpose of this evaluation.

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

All requirements for work experience shall be obtained individually. A combination of years of experience shared by multiple resources to meet the requirement will not be accepted.

For example:

A proposed resource must have a minimum of five (5) years of experience, whereas Resource A has two (2) years of experience and Resource B has three (3) years of experience for a total of five (5) years of combined experience. This combination will not be accepted.

PCH will accept any combination of proposed Employee Relation Consultant(s) at the Senior and Intermediate level as long as the team as a whole meets mandatory M2, M3 and M4 below.

For M1 only, the proposed resource MUST be a Senior level Employee Relation Consultant.

### PROJECT REFERENCE - NOTE 1:

Bidders are reminded that the evaluation team will look for the following details in the demonstrated projects when evaluating this section:

- Project descriptions and deliverables;
- Start and end time, year and month, of the project;
- The role and responsibilities of the proposed resource;
- Client organization;
- Client contact name for which the work was directly performed and contact information. Contact information provided should include contact name, title and current telephone number. The evaluation team reserves the right to contact any reference provided.

Mandatory Financial Criterion		Met / Not Met	Cross Reference To Annex B
<b>MF1</b>	Total Cost - Not to exceed budget of \$150,000.00 (excluding all applicable taxes). This amount includes all travel, administrative costs if applicable.		
Mandatory Criteria	Requirement	Met / Not Met	Cross Reference To Proposal
<b>M1</b>	The Bidder must demonstrate that the proposed Senior resource has the capacity to communicate in both official languages at the advanced level. Using the table provided in the Language Proficiency Grid -article 1.1 below as a guide, the Bidder <b>MUST</b> clearly indicate in its proposal the level of bilingualism of the proposed resource.		
<b>M2</b>	<p>The bidder must demonstrate that the proposed resource(s) has/have extensive* expertise and recent** experience in projects related to Hazard Prevention in accordance with the requirements of the Canada Labour Code Part II (CLC) and Canada Occupational Health and Safety Regulations (COSHR).</p> <p>The bidder must provide detailed examples in the resumé demonstrating that the proposed resource(s) has/have completed work related to Hazard Prevention within the last three (3) years.</p> <p>The resource(s) must describe in details the following expertise/experience:</p> <ul style="list-style-type: none"> <li>➤ a hazard identification and assessment methodology;</li> <li>➤ hazard identification and assessment;</li> <li>➤ preventive measures;</li> <li>➤ employee education; and</li> <li>➤ a program evaluation.</li> </ul> <p>(As per PROJECT REFERENCE – NOTE 1)</p>		
<b>M3</b>	The Bidder must submit a detailed C.V. for the proposed resource(s) demonstrating that he/she meets the minimum mandatory requirements (education, certification and experience), for the Intermediate and Senior level, as per the Human Resources Services Stream Flexible Grid.		
<b>M4</b>	<p>The bidder must demonstrate that the proposed resource(s) has/have recent** experience applying laws and regulations related to Health and Safety within a Federal environment (Federal Government and/or Crown Corporation).</p> <p>(As per PROJECT REFERENCE – NOTE 1)</p>		

\*Extensive is defined as expertise of more than five (5) years acquired within the last 15 years.

\*\* Recent is defined as experience acquired within the last three (3) years.



## Language Proficiency Grid – Article 1.1

Legend	Oral	Comprehension	Written
<b>Basic</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>ask and answer simple questions;</li> <li>give simple instructions; and</li> <li>give uncomplicated directions relating to routine work situations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>fully understand very simple texts;</li> <li>grasp the main idea of texts about familiar topics; and</li> <li>read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.</li> </ul>
<b>Intermediate</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>sustain a conversation on concrete topics; report on actions taken;</li> <li>give straightforward instructions to employees; and</li> <li>provide factual descriptions and explanations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>grasp the main idea of most work-related texts;</li> <li>identify specific details; and</li> <li>distinguish main from subsidiary ideas.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.</li> </ul>
<b>Advanced</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>support opinions; and understand and express hypothetical and conditional ideas</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>understand most complex details, inferences and fine points of meaning; and</li> <li>have a good comprehension of specialized or less familiar material.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>write texts where ideas are developed and presented in a coherent manner.</li> </ul>

**ii. 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.

All requirements for work experience shall be obtained individually. A combination of months/years of experience shared by multiple resources to meet the requirement will not be accepted.

For example:

For RT1 below, if one (1) resource has 2 months of experience and a second resource has 2 months of experience, the experience will not be combined and the bidder will receive 0 points. Bidder should specify which resource is proposed for each element.

PCH will accept any combination of proposed Employee Relation Consultant(s) at the Senior and Intermediate level as long as the team as a whole meets the point rated RT1 below.

Point Rated Technical Criteria (RT) and Scores		Required Minimum Number of Points	Maximum Number of Points	Cross Reference To Proposal
<b>RT1</b>	<p>The bidder should demonstrate that the proposed resource(s) has/have recent* experience in risk** assessment associated to the following five (5) elements:</p> <p>1. Art restoration</p> <p>&lt;3 months of experience = 0 points            3 months to &lt;1 year = 5 points            1 year to &lt;2 years = 10 points            2 years to &lt;4 years = 15 points            4 years or more = 20 points</p> <p>2. Year-round, large scale***, indoor and outdoor festivals</p> <p>&lt;3 months of experience = 0 points            3 months to &lt;1 year = 5 points            1 year to &lt;2 years = 10 points            2 years to &lt;4 years = 15 points            4 years or more = 20 points</p> <p>3. Warehouse Operations            YES: 10 points, NO: 0 points;</p> <p>4. Workplace Hazardous Materials Information System (WHMIS)            YES: 10 points, NO: 0 points; and</p> <p>5. Office environment            YES: 5 points, NO: 0 points;.</p>	<b>40</b>	<b>/65</b>	

	<p>*Recent is defined as experience acquired within the last five (5) years.</p> <p>**Risk could include but is not limited to:</p> <ul style="list-style-type: none"> <li>-Physical;</li> <li>-Biological;</li> <li>-Chemical;</li> <li>-Ergonomic; and</li> <li>-Psychosocial.</li> </ul> <p>***Large scale is defined as a festival of more than 25 000 attendees per day.</p>			
RT2	<p>The bidder should provide a valid ISO 9001 Certification related to Occupational Health and Safety (OHS).</p> <p>YES – 10 points NO - 0 points</p>	N/A	/10	
<b>Overall Score</b>		<b>/40</b>	<b>/75</b>	

## 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](http://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 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

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## **ATTACHMENT 1 TO PART 5 ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD**

### **1. Instructions to Bidders / Contractors**

SACC Manual clause A3015T (2014-06-26), Instructions to Bidders / Contractors

### **2. Status and Availability of Resources**

SACC Manual clause A3005T (2010-08-16), Status and Availability of Resources

### **3. Education and Experience**

SACC Manual clause A3010T (2010-08-16), Education and Experience

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## PART 6 – SECURITY REQUIREMENT

### 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;

6.1.2 For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

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## 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 in Annex “A”.

### 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 (2016-04-04), General Conditions - Higher Complexity – Services.

#### 7.2.2 Supplemental General Conditions

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

### 7.3 Security Requirement

7.3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract:

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), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
  2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
  3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
  4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
  5. The Contractor/Offeror 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 contract award to June 30<sup>th</sup>, 2018 inclusive.

### **7.4.2 Termination on Thirty Days Notice**

Canada reserves the right to terminate the Contract at any time in whole or in part by giving a 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:

Daniel Michaud  
Procurement and Contract Specialist  
Contracting and Materiel Management Directorate  
Department of Canadian Heritage  
15 Eddy Street, 9<sup>th</sup> Floor (15-9-G)  
Gatineau, QC K1A 0M5

Tel: 819-994-5122

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 provided at contract award]*

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.

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### 7.5.3 Technical Authority

The Technical Authority for the Contract is:

*[To be identified at Contract Award]*

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

### 7.5.4 Contractor's Representative

*[To be identified at Contract Award]*

## 7.6 Payment

### 7.6.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$\_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included, and Applicable Taxes are extra.

### 7.6.2 Canada's Total Liability

#### Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ *[To be inserted at contract award]* . Customs duties are Included and Applicable Taxes are extra.
  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
    - 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 - Milestone

SACC Manual Clause H3010C (2010-01-11) Milestone Payment.

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Description	Date of requirement	Estimated Payment
<b>Deliverable 1:</b> Introduction, overview and visits to sites in the National Capital Region.	2 months after the awarding of the contract	25%
<b>Deliverable 2 :</b> Documentation & information gathering and activities analysis on-site (analysis and interviews)	7 months after the awarding of the contract	25%
<b>Deliverable 3 :</b> Review of current program (preventive measures, training, evaluation) / Current program element review (preventive measures, training, evaluation)	11 months after the awarding of the contract	25%
<b>Deliverable 4 :</b> Final report with an update of the Hazard Prevention Program	June 30th 2018	25%

### 7.6.4 Time Verification

C0711C (2008-05-12), Time Verification

## 7.7 Invoicing Instructions

7.7.1 H5001C (2008-12-12), Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **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 [To be inserted at contract award].

## **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; 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2016-04-04), 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) Supply Arrangement Number E60ZN-15TSPS/xxx/ZN (the "Supply Arrangement"); and
- (h) the Contractor's bid dated *[to be inserted at contract award]*.

## **7.11 Insurance Requirement**

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

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## ANNEX A STATEMENT OF WORK

### SW1 TITLE

- 1.0 Update of the Hazard Prevention Program.

### SW2 INTRODUCTION

- 2.0 The Contractor will update the present program to reflect all existing hazards at Canadian Heritage (PCH), ensuring the integration of all hazards found at the Canadian Conservation Institute (CCI) as well as those inherent in the activities of the Capital Experience team.

This update is essential and will form the basis of many other aspects of Occupational Health and Safety (OHS).

### SW3 BACKGROUND

- 3.0 The present program dates back to 2011 and does not reflect the total reality at PCH. In particular, the hazards found at the Canadian Conservation Institute (CCI) are not given in great detail (many laboratories). Furthermore, in 2013 PCH received a new program from the National Capital Commission (NCC). A number of NCC employees involved in Canada Day and Winterlude, for instance, joined PCH. That group, now known as the Capital Experience, face many hazards previously unknown at PCH (e.g.: stage construction, outdoor work in winter and in summer, etc.) Furthermore, with the new standardization of the Workplace Hazardous Materials Information System (WHMIS), we must ensure that everything is compliant.

### SW4 OBJECTIVES OF THE NEED

- 4.0 The Contractor will submit a revised hazard prevention program that will reflect the Department's new reality and activities. When the work is completed, PCH will be in a position to identify the various hazards that exist, the training needed to mitigate the hazards and identify the personal protection equipment required.
- 4.1 Furthermore, the Contractor will ensure that our policies and programs are in line with our updated Hazard Prevention Program.

### SW5 TASKS AND ACTIVITIES

- 5.0 The Contractor must possess an exhaustive knowledge of the federal environment, of the work done in laboratories and in the restoration of works of art as well as the activities related to festivals and major events held outdoors, in winter and summer. Furthermore, they will possess a basic knowledge of hazards found in federal offices, mailrooms and warehouses.
- 5.1 The Contractor will:
- Analyze the present Hazard Prevention Program (the last update was carried out in 2011);
  - Integrate the activities of the CCI (laboratories and restoration of works of art);
  - Integrate the activities of the Capital Experience (i.e.: Winterlude, Canada Day, etc.);
  - Revise and/or analyze hazards in the various PCH sectors (National Capital Region (NCR) and the regions);
  - Develop or revise applicable procedures to strengthen some aspects of the Hazard
-

- Prevention Program. For instance, X-Ray machines, shredders, forklifts, WHMIS, etc.;
- Update hazard prevention training for employees;
- Submit recommendations on additions or improvements to the existing Hazard Prevention Program;
- Establish a method assessment system to allow for adequate follow-ups on prevention measures put in place.

5.2 For reference, we have included in the appendix the latest update of the Hazard Prevention Program and of the Hazard Prevention Directive.

Appendix 1 to Annex A – Hazard Prevention Program.

Appendix 2 to Annex A - Hazard Prevention Directive.

## SW6 DELIVERABLES

6.0 Upon completion of the project, the Contractor will deliver to PCH:

- a final report with an update of the Hazard Prevention Program;
- the training program;
- the various hazards inherent in the locations and tasks of PCH duties;
- a list of the protection equipment required for the various types of hazards;
- the procedures linked to the Hazard Prevention Program;
- any other document relevant to the proper functioning of this program.

6.1 The schedule of phases is as follows; however, the schedule may be adjusted at the beginning of the contract:

Description	Date required
<p><b>Deliverable 1:</b> Introduction, overview and visits to sites in the National Capital Region. Project introduction, overview and orientation our</p>	2 months after the awarding of the contract
<p><b>Deliverable 2:</b> Documentation &amp; information gathering and activities analysis on-site (analysis and interviews)</p>	7 months after the awarding of the contract
<p><b>Deliverable 3:</b> Review of current program (preventive measures, training, evaluation) / Current program element review (preventive measures, training, evaluation)</p>	11 months after the awarding of the contract
<p><b>Deliverable 4:</b> Final report with an update of the Hazard Prevention Program</p>	June 30 <sup>th</sup> , 2018

6.2 The final documents will be submitted in a form compatible with Microsoft Office.

**SW7 TECHNICAL, OPERATIONAL AND ORGANIZATIONAL ENVIRONMENT**

- 7.0 The Contractor will work in close cooperation with the Occupational Health and Safety and Fire Prevention Unit on this project. Regular update meetings will be established with the supplier when the contract is awarded in order that the OHS and Fire Prevention Unit may properly follow the progress of the project.

**SW8 METHOD AND SOURCE OF ACCEPTANCE**

- 8.0 The OHS and Fire Prevention Unit would like to meet the firm (in person or on the telephone as the case may be) in order to revise the final documents and allow the firm to explain its innovations or changes. During the revision, the OHS and Fire Prevention Unit may adopt changes and/or clarifications to the documents and the Contractor will make the adjustments, if required.

**SW9 CONTROL PROCEDURES FOR THE MANAGEMENT OF THE PROJECT**

- 9.0 The Contractor will meet the OHS and Fire Prevention Unit at the beginning of the project in order to properly establish the objectives and the timetable of the project.
- 9.1 We must be able to discuss matters with the Contractor during the project.

**SW10 CALENDER AND ESTIMATED EFFORT LEVEL**

- 10.0 During the two (2) weeks following the awarding of the contract, the Contractor will meet the OHS and Fire Prevention Unit to establish and submit an action plan and provide all requirements/needs. Following that, a report or record by phase will be submitted to PCH (the phases will be established following a discussion with the Contractor).
- 10.1 Definitive dates will be established within 30 days of the signature of the contract.

**SW11 LANGUAGE OF WORK**

- 11.0 During consultations with the OHS and the Fire Prevention Unit employees, bilingual communication is necessary as per Mandatory criteria M1.
- 11.1 Final documents may be drafted in French or English.

**SW12 WORK LOCATION**

- 12.0 Following the awarding of the contract, the Contractor will visit, at his own expense, our facilities\* in the National Capital Region (NCR) in order to properly identify the hazards inherent in the various areas considered more hazardous. As for the regions, interviews may be carried out by videoconference or teleconference.
- 12.1 Part of the work may be done from the Contractor's office.

\*Our facilities:

- NCR – 15, 25 and 41 Eddy, Gatineau
  - NCR - 84 Bayview, 90 Wellington, 30 Metcalfe and 1030 Innes Road, Ottawa
-

- Regions: We have offices in 20 regions located in all Canadian provinces; however, interviews will be carried out by videoconference or teleconference for the regions, and that from Gatineau (some employees in the regions work alone in their workplace).
-

## ANNEX B BASIS OF PAYMENT

### A- Contract Period (From Contract award to June 30<sup>th</sup>, 2018)

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

The price/rates specified below, when quoted by the Bidder, includes the total estimated cost of all travel and living expenses that may need to be incurred for:

- a) work described in Part 6, Resulting Contract Clauses, of the bid solicitation required to be 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) travel between the successful bidder's place of business and the NCR; and
- c) 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 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.

### 1.0 Professional Fees

The Contractor will be paid an all inclusive firm Per Diem rates as follows:  
 (Contractor to complete the grid below and add or delete rows as required. The total cost for professional fees must match the total milestone amounts)

Resource Category	Level	Name of resource	Per Diem Rate	Number of Days	Total
Employee Relation Consultant	Senior				\$
Employee Relation Consultant					\$
Employee Relation Consultant					\$
Employee Relation Consultant					\$
<b>Total Professional Fees (Excl. Taxes)</b>					<b>\$</b>
<b>Applicable Taxes</b>					<b>\$</b>
<b>Total Price</b>					<b>\$</b>





## 2.0 Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Description	Date required	Payments	Amount
<b>Deliverable 1:</b> Introduction, overview and visits to sites in the National Capital Region.	2 months after the awarding of the contract	25%	
<b>Deliverable 2 :</b> Documentation & information gathering and activities analysis on-site (analysis and interviews)	7 months after the awarding of the contract	25%	
<b>Deliverable 3 :</b> Review of current program (preventive measures, training, evaluation) / Current program element review (preventive measures, training, evaluation)	11 months after the awarding of the contract	25%	
<b>Deliverable 4 :</b> Final report with an update of the Hazard Prevention Program	June 30th, 2018	25%	

**Total Cost of Professional Fees for a limitation of expenditure: \$** \_\_\_\_\_  
 (to be specified at contract award)

## ANNEX C, SECURITY REQUIREMENTS CHECK LIST

	Government of Canada Gouvernement du Canada	Public Works and Government Services Canada	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Contract Number / Numéro du contrat Common PS SRCL#s</td> </tr> <tr> <td style="text-align: center;">Security Classification / Classification de sécurité UNCLASSIFIED</td> </tr> </table>	Contract Number / Numéro du contrat Common PS SRCL#s	Security Classification / Classification de sécurité UNCLASSIFIED																										
Contract Number / Numéro du contrat Common PS SRCL#s																															
Security Classification / Classification de sécurité UNCLASSIFIED																															
<b>SECURITY REQUIREMENTS CHECK LIST (SRCL)</b> <b>LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)</b>																															
<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>																															
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction Acquisitions Branch																													
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant																													
4. Brief Description of Work / Brève description du travail Professional Services - Standing Offers and Supply Arrangements																															
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <span style="float: right;"><input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui</span>																															
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <span style="float: right;"><input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui</span>																															
6. Indicate the type of access required / Indiquer le type d'accès requis																															
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <span style="float: right;"><input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui</span>																															
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <span style="float: right;"><input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui</span>																															
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <span style="float: right;"><input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui</span>																															
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 **Government of Canada** / **Gouvernement du Canada**

Contract Number / Numéro du contrat
Compass PS SRCL#6
Security Classification / Classification de sécurité UNCLASSIFIED

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity.  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRES SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRES SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRES SECRET
<input type="checkbox"/> SITE ACCESS ACCES AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux: \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation écourtaine peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED materiel or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui

TBS/SCT 350-103(2004/12)

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMBOD					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COMBOD TOP SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIAL		TRÈS SECRET	NATO DIFFUSION RESTRICTED	NATO CONFIDENTIAL		A	B	C	CONFIDENTIAL		TRÈS SECRET	
Information / Accès / Renseignements / Sans Protection																
IT Media / Support IT / Lien électronique																

12. a) Is the description of the work contained within the SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).