



# REQUEST FOR STANDING OFFER (RFSO)

Departmental Standing Offer Agreement

**Solicitation Closes:**

**At 2:00 PM on September 16, 2019**

**Eastern Daylight Savings Time**

**TITLE:**

Licensed Insolvency Trustees (LIT) for the Office of the Superintendent of Bankruptcy (OSB)

**Contracting Authority's address:**

Contracts and Materiel Management  
Innovation, Science and Economic Development Canada  
235 Queen Street  
Bid Receiving Area  
Mail Scanning, Room S-143  
Level S1  
Ottawa, Ontario  
K1A 0H5

<p><b>Contracting Authority</b> Nicole Fillion</p>	<p><b>Telephone No.</b> 613-948-7178</p>	<p><b>E-Mail:</b> <a href="mailto:nicole.fillion@canada.ca">nicole.fillion@canada.ca</a></p>
<p><b>Back up:</b> Chantal Lafleur</p>	<p>613-990-5937</p>	<p><a href="mailto:chantal.lafleur2@canada.ca">chantal.lafleur2@canada.ca</a></p>



**TABLE OF CONTENTS**

**PART I - GENERAL INFORMATION**

**PART II - TERMS OF REFERENCE/STATEMENT OF WORK**

**PART III - CERTIFICATIONS**

**PART IV - RESULTING CONTRACT CLAUSES**

**ATTACHMENT 1 TO PART 1 – BID SUBMISSION LABEL**

**APPENDICES:**

**Appendix "A"** Individual LIT License Information

**Appendix "B"** Corporate LIT License Information

**Appendix "C"** Declaration of LIT, Individual License

**Appendix "D"** Declaration of LIT, Corporate License

**Appendix "E"** Remittance Form



## PART I: GENERAL INFORMATION

### 1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

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

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

The [2006](#) (2019-03-04), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

[Paragraphe 4 of Section 5 – Submission of offers 2006](#) - Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Sixty (60) days

Insert: One Hundred Eighty (180) days.

### 2. BID SUBMISSION INSTRUCTIONS

2.1 Offerors must prepare their proposal in three (3) separately bound enveloppes as follows:

**SECTION I: TECHNICAL PROPOSAL** (4 hard copies);

**SECTION II: FINANCIAL PROPOSAL** (2 hard copies);

**SECTION III: CERTIFICATIONS** (2 hard copies).

**Note:** Prices shall not appear in any other area of the proposal except in the Financial Proposal.

2.2 The proposal must be organized in an identical fashion to, and reference the same section, subsection, paragraph numbers and items, as the Request for Standing Offer (RFSO) document of Part I, General Information/Conditions, Part II, Terms of Reference and Part III, Certifications, where applicable.

2.3 It is the responsibility of the Offeror to obtain clarification of the requirements contained herein, if necessary, prior to submitting a proposal.

2.4 It is essential that the elements contained in a proposal be stated in a clear and concise manner. Failure to provide complete information as requested may render your proposal non-compliant.

2.5 The proposal must be properly completed and signed by the Offeror or by an authorized representative of the Offeror. In the event of a proposal submitted by a contractual joint venture, the proposal shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture.

2.6 Where the Offeror indicates "compliance" in the proposal, it should refer to the respective clauses of the RFSO, of Part I, General Information/Conditions, Part II, Terms of Reference and Part III, Certifications.

2.7 The Offeror should ensure that the label identified on the last page of Part I appears on all the envelopes containing their proposal. Failure to do so may render the tender liable to disqualification.



**Request for Standing Offer: ISED192521**

- 2.8 Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail will **not** be accepted. Only hard copy proposals will be accepted.
- 2.9 Proposals submitted in response to this RFSO will not be returned. There will be no payment by Canada for any costs incurred in the preparation and submission of proposals and Canada reserves the right to negotiate changes in the proposals or to cancel the requirements at any time.
- 2.10 Proposals received after the closing time and date shown in this RFSO will not be considered and will be returned unopened to the sender.
- 2.11 a) For Canadian-based Offerors, prices must be firm (in Canadian funds) with Canadian customs duties and excise taxes as applicable INCLUDED, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable, EXCLUDED.
- b) For foreign-based Offerors, prices must be firm (in Canadian funds) and EXCLUDE Canadian customs duties, excise taxes and GST or HST as applicable. CANADIAN CUSTOMS DUTIES AND EXCISE TAXES PAYABLE BY THE CONSIGNEE WILL BE ADDED, FOR EVALUATION PURPOSES ONLY, TO THE PRICES SUBMITTED BY FOREIGN-BASE OFFERORS.

**3. CANADA'S POLICY ON GREEN PROCUREMENT:**

The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process See the [Policy on Green Procurement \(https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573\)](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, offerors are encouraged to:

- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

**4. TERMS AND CONDITIONS OF REQUEST FOR STANDING OFFER (RFSO) AND STANDING OFFER AGREEMENT (SOA)**

- 4.1 Payment will be made in Canadian funds unless otherwise specified.
- 4.2 The price quoted is exclusive of applicable taxes. Taxes, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Canada where applicable. The Offeror agrees to remit any taxes paid or due to Canada Customs & Revenue Agency. Offerors are to provide their tax Registration Number(s).
- 4.3 The general conditions as set out in Innovation, Science and Economic Development Canada's General Conditions of a Service Contract will form part of and shall be incorporated into any and all work authorizations and the resulting contract(s). This document is available at the following website: [https://www.ic.gc.ca/eic/site/113.nsf/eng/h\\_06661.html](https://www.ic.gc.ca/eic/site/113.nsf/eng/h_06661.html).
- 4.4 The Offeror's signature indicates acceptance of the terms and conditions governing the resulting SOAs and Canada reserves the right to reject any proposal including any condition proposed by the Offeror that would not be, in the opinion of the Contracting Authority, in Canada's interest.



## 5.0 ENQUIRIES - SOLICITATION STAGE

5.1 To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFSO, from the issue date of the solicitation up to the closing date, are to be directed **ONLY** to the Contracting Authority named within this RFSO.

Enquiries and other communications are **NOT** to be directed to any other government employee(s).

Failure to comply with this paragraph may (for that reason alone) result in the disqualification of the proposal.

5.2 All enquiries must be submitted **IN WRITING** to the Contracting Authority named within this RFSO.

5.3 Enquiries must be received no less than seven (7) working days prior to the RFSO closing date to allow sufficient time to provide a response. Enquiries received after that time will not be answered prior to the RFSO closing date.

5.5 All enquiries will be answered in a timely manner and will be posted on Buy and Sell in the order they are received.

5.4 To ensure consistency and quality of information provided to offerors, significant enquiries received and their replies will be posted on buyandsell.gc.ca (GETS), without revealing the sources of the enquiries.

5.5 Meetings will not be held with individual Offerors prior to the closing date/time of this RFSO.

## 6. DEBRIEFINGS

After contract award, offerors may request a debriefing on the results of the bid solicitation process. Offerors should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

## 7. STANDING OFFER AGREEMENT

7.1 It is expected that at least one (1) **Standing Offer Agreement** (SOA) per province or territory will be established as a result of this RFSO. Offerors need to qualify in the province(s) or territory(ies) where they want to offer their services. The SOA shall be in effect for an initial period of five (5) years with two (2) possible extensions of two (2) years each. For the optional extension periods, Offerors are requested to indicate anticipated changes or increases, if any, to the rate structure quoted for the initial period.

7.2 Due to the nature of the work, the OSB cannot accurately forecast the extent of its needs and subsequent expenditures. However, up to \$2,000,000.00 per year will be available for authorizing all work under the SOA system being established. The SOA system will be in place for at least five (5) years, with two (2) possible extension periods of two (2) years for a total of nine (9) years. The total value of this procurement effort will not exceed \$18,000,000.

7.3 Any Standing Offer Agreement resulting in this proposal invitation shall contain the following clause:



**Request for Standing Offer: ISED192521**

"This document is a STANDING OFFER whereby the Contractor offers to provide the work detailed herein, at the prices and on the terms and conditions set out herein to Her Majesty and when Her Majesty may require such work and if Her Majesty authorizes and orders such work in accordance with the provisions hereof."

It is understood and agreed that:

- a. A contractual obligation will come into force when there is work authorized against the Standing Offer by the issuance of a Call-up against a standing offer ("Call-up" or "Contract") and only to the extent designated in the authorization;
- b. This document does not oblige Innovation, Science and Economic Development Canada to authorize or order any work whatsoever;
- c. Innovation, Science and Economic Development Canada's liability under this arrangement shall be limited to the actual amount of work authorized and performed within the terms and conditions specified; and
- d. That the general terms and conditions as set out in Innovation, Science and Economic Development Canada's General Conditions of a Service Contract, will form part of and shall be incorporated into all SOA and any resulting Call-up.

**8. WORK AUTHORIZATION**

Further to the Superintendent's authority as set out in subsection 14.03 of the Bankruptcy and Insolvency Act (BIA), when a requirement for LIT services related to Conservatory Measures is identified, the OSB reserves the right to first approach LITs, who are also Standing Offer Agreement (SOA) Holders, to determine if a LIT will agree to accept the work without any financial obligation on the part of the OSB (i.e. at no charge to the OSB).

Work under Standing Offer Agreement will be authorized as follows:

- a. The Project Authority will provide the Contractor with a description of the work to be performed under the Standing Offer in sufficient detail to enable the Contractor to establish a firm price for the work.
- b. The selected Contractor(s) shall submit a schedule of costs table with supporting details to the Project Authority in order to establish a firm price for the work. The firm price will be based on hourly rates to complete the administration of the estates.

The firm price will be derived by summing:

- i) the hourly rate for the LIT and their personnel as established in your proposal and listed in Part II, Section 12, multiplied by the number of hours required to complete the work;

And where warranted and deemed appropriate by OSB:

- ii) travel and living expenses as applicable will be calculated in accordance with current Treasury Board Travel Directives, with no allowance for profit or overhead; and,
  - iii) other eligible costs, such as legal fees pursuant to Part II, Section 18, not included in the hourly rate at direct cost with no allowance for profit or overhead.
- c. The assignments will be for a firm price. However, whenever the requirements/statement of work cannot be well defined, the project authority may pre-authorize a time rate payment, i.e. per hourly rate in lieu of a firm price.



**Request for Standing Offer: ISED192521**

- d. The "Schedule of Costs" table and firm price can be subject to negotiation between the Contractor and the Project Authority.
- e. Authorization to proceed with the work will be made by issuance of a call-up against a standing offer duly signed by the Contracting Authority and the Project Authority.

Should there not be a commercially viable option available under the Standing Offer Agreements, the OSB reserves the right to seek LIT services elsewhere.

**9. NOTICE TO OFFERERS**

The following terms and conditions may apply to this solicitation:

- 9.1 Offerors may be required to provide, prior to SOA award, specific information with respect to their legal and financial status, and their technical capability to satisfy the requirement as stipulated in this solicitation.
- 9.2 Proposals will be assessed on a Free on Board (FOB) destination basis.
- 9.3 Proposal documents and supporting information may be submitted in either English or French.
- 9.4 The contract term "Employment Equity" and any clause relating to international sanctions, if and when included in this document, apply to Canadian-based offerors only.

**10. INSPECTION**

The services provided are subject to inspection and acceptance by the responsible Project Authority.

**11. RIGHTS OF CANADA**

Canada reserves the right to:

- a. Reject any or all offers received in response to this RFSO;
- b. Enter into negotiations with offerors on any or all aspects of their offers;
- c. Accept any proposal in whole or in part without prior negotiation;
- d. Cancel and/or reissue the RFSO at any time;
- e. Award one or more SOA;
- f. Retain all proposals submitted in response to this RFSO.

**12. SOLE PROPOSAL - PRICE SUPPORT**

In the event that the Offeror's proposal is the sole proposal received, Canada may request one or more of the following as acceptable price support:

- a. a current published price list indicating the percentage discount available to the Government of Canada; and/or
- b. copy of paid invoices for like services performed for other customers; and/or
- c. a price certification statement; and/or
- d. any other supporting documentation as requested.



### 13. CERTIFICATION REQUIREMENTS

- 13.1 In order to be awarded a Standing Offer Agreement (SOA), the certifications attached in Part III are required. Canada may declare a proposal non-responsive if the certifications are not submitted upon bid submission. Offerors should provide the required certifications in Section III of their proposal.
- 13.2 The Contracting Authority will have the right to ask for additional information to verify the Offerors' compliance with the certifications before award of a standing offer agreement. The proposal will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information may also render the proposal non-responsive.
- 13.3 Compliance with the certifications Offerors provide to Canada is subject to verification by Canada during the proposal evaluation period (prior to SOA award) and after SOA award.
- 13.4 In the event that the Offeror does not comply with any of the certification or that it is determined that any certification made by the Offeror in its proposal is untrue, whether made knowingly or unknowingly, Canada shall have the right, pursuant to the default provisions of the SOA, to terminate the SOA for default.

### 14. T4A SUPPLEMENTARY SLIP REQUIREMENT

Pursuant to paragraph 221(1d) of the *Income Tax Act*, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4A Supplementary Slip. To enable client departments and agencies to comply with the requirement, Contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other identifying supplier information as applicable along with a certification as to the completeness and accuracy of the information.

### 15. FORMER PUBLIC SERVANTS (FPS) IN RECEIPT OF A PENSION

A FPS in receipt of a pension may not compete for a requirement that exceeds \$100,000 including expenses and applicable taxes. Reference Part III, Section 1.4 Former Public Servants.

### 16. PAYMENTS

- 16.1 One of the following basis and method of payment will be selected for this RFSO based on the work requirement. The chosen methods are identified in Part II, Terms of Reference, Section 12, Financial Proposal.
- 16.2 Basis of Payment – applicable taxes extra
- firm or fixed price
  - fixed time rate
  - cost reimbursable
  - per diem, or
  - ceiling price
- 16.3 Method of Payment – applicable taxes extra
- payment on delivery and acceptance, or
  - progress payments





## Standard Acquisition Clauses and Conditions Manual

All instructions, general terms, conditions and clauses identified herein by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC), available at the following PWGSC Web site:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

### 17. INTERNATIONAL SANCTIONS

17.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).

17.2 The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.

17.3 The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 26 of the [General Conditions of a Service Contract](#).

### 18. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

18.1 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

### 19. APPLICABLE LAW

19.1 The SOA shall be interpreted and governed, and the relations between the Parties, determined by the laws in force in Ontario.

19.2 Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by deleting the Canadian province or territory specified and inserting the Canadian province or territory of their choice. If no change is made, it acknowledges the applicable law specified is acceptable to the Offeror.

### 20. ADDITIONS TO THE STANDING OFFER AGREEMENT LIST

20.1 Subsequent to the establishment of the Standing Offer Holder list, Innovation, Science and Economic Development Canada upon consultation with the OSB may, at its option and at any point during the Standing Offer validity period (the initial period of five (5) years or any of the optional extension periods), re-post the RFSO on buyandsell.gc.ca (GETS).

20.2 This would permit additional suppliers to qualify and be added to the Standing Offer Agreement List upon entering into a Standing Offer Agreement with the OSB.

20.3 Proposals will be subject to the same qualification requirements as those required in the original RFSO, reference ISED192521.



**Request for Standing Offer: ISED192521**

**Note:** No existing Standing Offer Agreement Holder will be removed from the Standing Offer Agreement List because of the addition of any newly qualified suppliers. The ranking of the Standing Offer Agreement Holders may be adjusted accordingly as a result of the addition of newly qualified suppliers.



**Attachment 1 to Part 1: Bid Submission Label**

INNOVATION, SCIENCE AND ECONOMIC DEVELOPMENT  
CANADA  
CONTRACTS & MATERIEL MANAGEMENT  
235 QUEEN STREET  
BID RECEIVING AREA  
MAIL SCANNING, ROOM S-143  
LEVEL S1  
OTTAWA, ONTARIO  
K1A 0H5

Attention: Nicole Filion  
(Back-up Chantal Lafleur)

RFSO # ISED192521  
CLOSING DATE  
September 16, 2019  
2:00 pm Eastern Daylight Savings Time

FROM: (Offerers to insert their Company Name)



## **PART II: TERMS OF REFERENCE/STATEMENT OF WORK**

### **1.0 OBJECTIVE**

The Office of the Superintendent of Bankruptcy (OSB) is seeking to establish Standing Offer Agreements (SOA) in order to have at its disposal a list of suppliers who can act as Licensed Insolvency Trustees (LIT) upon request from the Superintendent of Bankruptcy in the context of Conservatory Measures under the Bankruptcy and Insolvency Act (BIA). Suppliers must hold individual or corporate licences under the BIA. The services of the selected LITs will be required depending on the needs of the Office of the Superintendent of Bankruptcy (OSB).

### **2.0 PROJECT TITLE**

Licensed Insolvency Trustees (LIT) for the Office of the Superintendent of Bankruptcy (OSB)

### **3.0 BACKGROUND**

The Superintendent of Bankruptcy supervises the administration of estates and matters to which the Bankruptcy and Insolvency Act (BIA) applies. The BIA provides mechanisms enabling insolvent persons to be financially rehabilitated, and ensures the equitable and orderly distribution of debtors' property among their creditors. Among the available options, insolvent persons may voluntarily assign their property. One or more of the creditors may also cause the insolvent person to become bankrupt by means of an application filed with the court. The BIA also enables insolvent persons to make a proposal to their creditors to alter the terms of their debt repayment. Bankruptcies and proposals are administered by private-sector professionals licensed as LITs by the Superintendent in accordance with the terms and conditions of the BIA. In the context of their administration, LITs realize the property of bankrupts or collect payments pursuant to proposals. Monies collected are deposited in a trust account managed by the LIT. The LIT has fiduciary duties with regard to the management of these funds and must keep adequate books and records relating to them.

The Superintendent of Bankruptcy issues licences authorizing LITs to carry out their duties and the BIA confers on the Superintendent the power to cancel, suspend, or place conditions or limitations on LIT licenses. The Superintendent of Bankruptcy may initiate Conservatory Measures in the circumstances set out in subsection 14.03(2) of the BIA and may, pursuant to subsection 14.03(1) of the BIA, direct a person to take possession of the property of the estate in order to protect them and to preserve the rights of the creditors or the debtor. Conservatory Measures may be taken, for example, when a LIT neglects to pay the established licensing fees, upon the death of a LIT, when a LIT becomes unable to perform his duties, if a LIT is found guilty of an indictable offence that would render the LIT unable to perform his duties, or if the LIT becomes insolvent or does not comply with the conditions and limitations to which the licence is subject. In addition, Conservatory Measures may be taken if the LIT is the subject of an investigation that identifies offences and problems in the administration of estates that necessitate action being taken to protect the estates. In such cases, the Superintendent of Bankruptcy may request or direct a person as LIT in order to protect the estates and complete their administration.

Further to the Superintendent's authority as set out in subsection 14.03 of the Bankruptcy and Insolvency Act (BIA), when a requirement for LIT services related to Conservatory Measures is identified, the OSB reserves the right to first approach LITs, who are also Standing Offer Agreement Holders, to determine if a LIT will agree to accept the work without any financial obligation on the part of the OSB (i.e. at no charge to the OSB). The process in this regard is described in greater detail below.



## **4.0 PROJECT REQUIREMENTS/OBJECTIVES**

### **4.1 Objective**

The objective is to establish, through a Standing Offer Agreement (SOA), a list of suppliers with individual or corporate licences that, when requested by the Superintendent, can act as LITs in the context of Conservatory Measures.

### **4.2 LIT licence requirements**

The LIT (i.e. the Contractor) must comply with the following requirements:

- 1) be solvent at all times;
- 2) have financial resources sufficient to warrant confidence in the ability to properly administer professional engagements;
- 3) have adequate facilities to perform his or her professional engagements;
- 4) have adequate professional liability insurance as well as one of the following: adequate employee dishonesty (also known as fidelity) insurance, a bond or other suitable financial arrangements;
- 5) hold a LIT licence that is not the subject of a professional conduct investigation conducted by the OSB pursuant to the BIA;
- 6) hold a LIT licence that is not the subject of Conservatory Measures issued under the BIA; and
- 7) hold a LIT licence which is not, nor has been, within the last five (5) years prior to the closing of this Request for Standing Offer, the subject of a professional conduct decision imposing any of the consequences pursuant to Section 14.01(1) of the BIA.

### **4.3 Official languages requirements**

The LIT (i.e. the Contractor) must be able to provide services in at least one of the two official languages of Canada and must be able to provide services in the official language of the files referred to in a call-up.

### **4.4 Computer software requirements**

- 1) The LIT (i.e. the Contractor) must be able to file electronically with the OSB the documents related to the administration of the estates which were the subject of the Conservatory Measures.
- 2) The LIT (i.e. the Contractor) must use computer software to record and safeguard data related to the administration of estates. This software must provide for:
  - (a) conducting accounting audits;
  - (b) protecting the integrity of data, not allowing data to be changed without keeping a history or an audit log;
  - (c) guaranteeing the accuracy of recorded data;
  - (d) allocating interest to each estate; and
  - (e) retrieving information on the balance and the transactions in each estate and for all bank accounts.

The OSB reserves the right to verify the software used by LITs under the SOA at any time and to ensure that it complies with the above mentioned requirements.



#### **4.5 Requirements related to file complexity**

The LIT must be able to administer several complex insolvency files simultaneously. The estate files of which the OSB takes possession in the context of Conservatory Measures may suffer certain deficiencies including issues related to their administration and accounting.

The LIT (i.e. the Contractor) must carry out appropriate due diligence in carrying out the work, however, the LIT (i.e. the Contractor) will not be held accountable for the errors or omissions made by the LIT who is under Conservatory Measures.

#### **4.6 Consideration related to SOA Holder compliance**

The OSB reserves the right to verify and use all paper or electronic data, reports and information collected by the OSB in the context of its supervision of the SOA Holder's practice in accordance with the provisions of the BIA, including but not limited to consideration of the following:

- i. The number of founded complaints filed against LIT firm;
- ii. Evaluation of the LIT practice volume throughout the five (5) years prior to the bid, with reference to the LIT's declaration of capacity set out in Section 7, Annex C, Part III of the RFSO;
- iii. OSB investigation history of LIT practice.

#### **5.0 SCOPE OF WORK**

It is the expectation that the LIT (i.e. the Contractor) will take the necessary actions to protect the assets and complete the administration of the estates in accordance with all applicable legislation.

The LIT's (i.e. Contractor's) responsibilities are to:

- a) Take possession and control of estate assets, realize and collect them and distribute the dividends among the creditors based on the order of payment provided for in the BIA;
- b) Take possession and control of and keep the paper and/or electronic books, records and documents related to estates;
- c) Protect and preserve the property and the paper and/or electronic books, records and documents related to the estates being administered;
- d) Continue and complete the administration of estates formerly administered by the LIT who is the subject of Conservatory Measures and perform the duties relative to the estates in accordance with the provisions of the BIA, the Bankruptcy and Insolvency Rules and the Directives and Circulars issued by the Superintendent of Bankruptcy; and
- e) Ensure that the parties involved receive the services that a LIT is required to provide pursuant to the provisions of the BIA, the Bankruptcy and Insolvency Rules and the Directives and Circulars of the Superintendent of Bankruptcy.

#### **6.0 REPORTING REQUIREMENTS**

The LIT (i.e. Contractor) must keep a record of completed and ongoing work for each file.

##### **6.1 Reports**

###### **6.1.1 30 Day Report: Estate files**



**Request for Standing Offer: ISED192521**

Thirty (30) days after being appointed, the LIT (i.e. the Contractor) must prepare a report containing the following information:

- (1) Confirmation of receipt of the files of the LIT who is the subject of Conservatory Measures, specifying the estate number and the estate name;
- (2) Confirmation that notice of the LIT’s appointment has been sent to all the debtors;
- (3) A report on the status of each file, indicating:
  - The balance in each trust bank account in which estate funds are deposited; and
  - The anticipated date of the LIT’s discharge;
- (4) A description of problems and deficiencies in files that could lead to delays in completing the work, i.e., delays in the LIT’s discharge;
- (5) A description of problems and deficiencies in the administration of estates by the LIT who is the subject of Conservatory Measures that could give rise to legal fees or cause the OSB to become involved in administrative, judicial and/or criminal proceedings; and
- (6) If applicable, the list of estate files formerly under the administration of the LIT who is the subject of Conservatory Measures, that were not yet received by the LIT (i.e. the Contractor), specifying the estate number and the estate name.

The LIT must submit this report to the Project Authority, or the person designated by the Project Authority, no later than 15 days from the end of the 30-day period.

**6.1.2 Progress Report**

Upon request by the OSB and upon the submission of each invoice for payment, the LIT (i.e. Contractor) must prepare a report containing the following tables and information:

**Table: Status of Files**

<b>Type of estate</b>	<b>Number of Files</b>	<b>Administration Ongoing</b>	<b>Debtors Discharged</b>	<b>SRDs Filed with OSB</b>	<b>LIT Discharged</b>
<b>Summary</b>					
<b>Division II</b>					
<b>Division I</b>					
<b>Ordinary</b>					
<b>Other</b>					



Estate Funds and LIT Fee Remittance	Amount
Total amount of estate funds held in trust	
Amount withheld in LIT fees to be remitted to the OSB	
Amount of LIT fees remitted to the OSB	

**Information: Estate files, trust accounts and administration**

The LIT (i.e. Contractor) must also submit the following, if applicable:

- (1) A description of problems and deficiencies in the trust bank accounts in which estate funds are deposited;
- (2) A description of problems and deficiencies in the administration of estates by the LIT who is the subject of Conservatory Measures that could give rise to legal fees or cause the OSB to become involved in administrative, judicial and/or criminal proceedings;
- (3) A description of problems and deficiencies in the files that could lead to delays in completing the work, i.e., delays in the LIT’s discharge; and
- (4) The list of any outstanding estate files formerly under the administration of the LIT who is the subject of Conservatory Measures, that were not yet received by the LIT (i.e. Contractor), specifying the estate number and the estate.

**6.2 Obligation to be accountable**

The LIT (i.e. Contractor) is required at all times to respond to the questions of the Project Authority, or the person designated by the Project Authority, and to account for the administration of the estates that have been assigned to him or her as LIT. The OSB reserves the right to audit all files, books and records related to any work performed pursuant to the SOA.

**6.3 Remittance of LIT’s fees to the OSB**

When the OSB pays for the LIT’s (i.e. Contractor’s) services by way of call-up, all fees collected by the LIT in the context of administering estate files must be remitted to the OSB within 30 days of when the LIT is entitled to draw them. All fees owing to the OSB are payable to the Receiver General however, the LIT is required to submit remittance advice to the Project Authority. A sample of the OSB’s Remittance Advice form can be found in Annex “E” of this document.

**7.0 DETAILS OF PROJECT**

The LIT (i.e. Contractor) will perform all the work and carry out all the duties and functions incumbent on a LIT under the BIA and any related legislation in order to complete the administration of estates. Without limiting the generality of the preceding, and depending on the instructions of the Project Authority, the LIT shall:

- Obtain the discharge of the LIT who is the subject of Conservatory Measures and him or herself in the 24 months following his or her appointment, or, depending on the circumstances, within such longer period as may be agreed to in writing by the Project Authority;





**Request for Standing Offer: ISED192521**

- Produce all the reports required under Part II, Section 6.0, as well as all reports required by the BIA, the Bankruptcy and Insolvency Rules, and the Directives and Circulars of the Superintendent of Bankruptcy; and
- Prepare for, attend and participate in professional conduct and criminal and administrative proceedings, as well as any other relevant proceedings against the LIT who is the subject of Conservatory Measures, only upon request by the Project Authority. Reimbursement for these services is pursuant to Part II, Section 18 of the RFSO.

## **8.0 PROJECT MANAGEMENT**

The name of the OSB Project Authority will be disclosed when the SOA is awarded.

The Project Manager will be identified on each call-up against the SOA.

## **9.0 SECURITY**

There are no security requirements related to this Standing Offer.

## **10.0 EVALUATION PROCEDURES**

### **10.1 Evaluation steps**

Proposals will be evaluated in three distinct steps as follows:

- a) Evaluation of the Mandatory Technical Requirements listed in Part II, Section 11.0. Only proposals that meet all of the Mandatory Requirements will advance to Step b);
- b) Evaluation of the Financial Rated Requirements set out in Part II, Section 12.0.
- c) Evaluation of OSB SOA holder compliance set out in Part II, Section 4.6.

**Note:** ISED may decide to terminate the evaluation of any proposal upon the first findings of non-compliance of a mandatory requirement.

### **10.2 Clarification on the evaluation method**

Each mandatory requirement must be met in order for the Bidder's proposal to receive consideration. Bidders meeting all mandatory requirements will proceed to the next steps which are the evaluation of the Financial Rated requirements and the evaluation of the SOA holder compliance.

### **10.3 Evaluation team**

An evaluation team comprised of representatives of Canada will evaluate the proposals. The evaluation team reserves the right, but is not obliged, to perform any of the following:

- a) Seek clarification or verify any or all information provided by an Offerer with respect to this RFSO; and
- b) Contact any of the references supplied and to interview, at the sole cost of the Offerer, the Offerer and/or any or all of the resources proposed by the Offerer to fulfill the requirement, at Innovation, Science and Economic Development Canada in Ottawa, Ontario, on 48 hours notice, to verify and validate any information or data submitted by the Offerer.



**11.0 MANDATORY REQUIREMENTS**

To be considered responsive, a proposal **MUST** meet all the mandatory requirements of this solicitation. Proposals not meeting all the mandatory requirements will be given no further consideration. Innovation, Science and Economic Development Canada may decide to terminate the evaluation upon the first finding of non-compliance of a mandatory requirement.

Number	Evaluation Criteria	Met / Not Met	Cross Reference to proposal
<b>MT1</b>	<p><b>Information</b></p> <p>A) If the Offerer holds an individual LIT licence, the proposal must indicate the following information:</p> <ul style="list-style-type: none"> <li>• the name of the individual LIT;</li> <li>• the licence number of the individual LIT;</li> <li>• the full address of the resident office;</li> <li>• in which provinces and/or territories the Offerer agrees to act as LIT; and</li> <li>• in which, or both, of the two official languages the Offerer wishes its candidacy to be considered for the awarding of a call-up against the Standing Offer Agreement in each province and/or territory.</li> </ul> <p>The Offerer's proposal must also indicate whether the Offerer holds an individual LIT licence to administer:</p> <ul style="list-style-type: none"> <li>• Consumer filings;</li> <li>• Corporate filings;</li> <li>• Consumer and corporate filings.</li> </ul> <p>The form "Individual LIT License Information" in Appendix "A" of this Request for Standing Offer is provided for this purpose. The Offerer is recommended to complete this form and include it with the proposal.</p> <p>B) If the Offerer holds a corporate LIT licence, the proposal must indicate the following information:</p> <ul style="list-style-type: none"> <li>• the name of the corporate LIT;</li> <li>• the licence number of the corporate LIT;</li> <li>• the full address of the resident office;</li> <li>• in which provinces and/or territories the Offerer agrees to act as LIT; and</li> <li>• in which, or both, of the two official languages the Offerer wishes its candidacy to be considered for the awarding of a call-up against the Standing Offer Agreement in each province and/or territory.</li> </ul>		



**Request for Standing Offer: ISED192521**

	<p>The Offerer’s proposal must also indicate whether the Offerer holds a corporate LIT licence to administer:</p> <ul style="list-style-type: none"> <li>• Consumer filings;</li> <li>• Corporate filings;</li> <li>• Consumer and corporate filings.</li> </ul> <p>The form “Corporate LIT License Information” in Appendix “B” of the Request for Standing Offers is provided for this purpose. The Offerer is recommended to complete this form and include it with the proposal.</p> <p>If the Offerer holds a corporate LIT licence, the proposal must designate at least one LIT with an individual LIT licence for each province and/or territory it intends to serve. The Offerer’s proposal must also provide the information on the individual LIT requested in Section 11.1 A) above.</p>		
<p><b>MT2</b></p>	<p><b>Declaration</b></p> <p>A) If the Offerer holds an individual LIT licence, the Offerer must complete the declarations required for the Request for Standing Offer found in Appendix “C”. These declarations are an integral part of the mandatory requirements.</p> <p>B) If the Offerer holds a corporate LIT licence, the Offerer must complete the declarations required for the Request for Standing Offer found in Appendices “C” and “D”. These declarations are an integral part of the mandatory requirements.</p>		
<p><b>MT3</b></p>	<p><b>Experience</b></p> <p>A) If the Offerer holds an individual LIT licence, the Offerer must demonstrate that they have a minimum of three (3) years’ experience administering estates as a LIT in the last five years, prior to the closing of this Request for Standing Offer.</p> <p>B) If the Offerer holds a corporate LIT licence, the Offerer must demonstrate that all proposed LITs have a minimum of three (3) years’ experience each administering estates as a LIT in the last five years, prior to the closing of this Request for Standing Offer.</p> <p>In order to demonstrate the requested experience the Offerer must provide a summary of the LIT services rendered administering estates as a licensed LIT along with the total number of files and dates to substantiate the full three (3) years of experience.</p>		



## **12.0 FINANCIAL EVALUATION**

### **12.1 Presentation of the financial proposal**

The financial proposal is to be submitted as a separate package to the technical proposal, and will be assessed only if the Offeror's proposal meets all the Mandatory requirements.

**Note:** \*Innovation, Science and Economic Development Canada may choose to terminate the evaluation upon the first finding of non-compliance.

### **12.2 Breakdown of costs accompanying each proposal**

The Offerer must complete the table below and include it in the financial proposal. The Offerer must indicate a single cost per category for a single resource. The Offerer's proposed hourly rates must not include any applicable taxes.

#### **a) Hourly rate for the LIT:**

The Offerer must indicate the hourly rate of the LIT, for the initial five-year period of the SOA and the two (2) optional SOA extensions of two (2) years each. The hourly rate for the LIT will be accorded a weighting factor of 40% of the Offerer's total proposed rate to be used for the financial evaluation. For example, if the hourly rate of the LIT is 200\$, it will be multiplied by 40% which will give an overall weighting of 80.

#### **b) Hourly rate for administrators:**

The Offerer must indicate the hourly rate for an administrator, for the initial five-year period of the SOA and the two (2) optional SOA extensions of two (2) years each. The hourly rate for the administrator will be accorded a weighting factor of 40% of the Offerer's total proposed rate to be used for the financial evaluation. For example, if the hourly rate for administrators is 50\$, it will be multiplied by 40% which will give an overall weighting of 20.

#### **c) Hourly rate for support staff:**

The Offerer must indicate the hourly rate for an administrative support employee for the initial five-year period of the SOA and the two (2) optional SOA extensions of two (2) years each. The hourly rate for the support staff will be accorded a weighting factor of 15% of the Offerer's total proposed rate to be used for the financial evaluation. For example, if the hourly rate for the support staff is 30\$, it will be multiplied by 15% which will give an overall weighting of 4.5.

#### **d) Hourly rate for legal counsel:**

The Offerer must indicate the hourly rate for the legal counsel who will represent the LIT, if required, for the initial five-year period of the SOA and the two (2) optional SOA extensions of two (2) years each. The hourly rate for the legal counsel will be accorded a weighting factor of 5% of the Offerer's total proposed rate to be used for the financial evaluation. For example, if the hourly rate for the legal counsel is 150\$, it will be multiplied by 5% which will give an overall weighting of 7.5.

For guidance, please consult the following Department of Justice link on remuneration for legal services:  
<https://www.tbs-sct.gc.ca/agreements-conventions/view-visualiser-eng.aspx?id=13#tocxx34580>



**Financial Proposal Table**

<b>Hourly Rate</b>	<b>(1) Rate for the initial period of five (5) years</b>	<b>(2) Rate for the first two (2) years extension</b>	<b>(3) Rate for the second two (2) years extension</b>
<b>a) LIT</b> (Weighting factor to be applied: 40% of Offerer's proposed rate)			
<b>b) Administrator</b> (Weighting factor to be applied: 40% of Offerer's total proposed rate)			
<b>c) Administrative support</b> (Weighting factor to be applied: 15% of Offerer's total proposed rate)			
<b>d) Legal counsel</b> (Weighting factor to be applied: 5% of Offerer's total proposed rate)			
<b>Total of proposed rates with weighting factors applied:</b>			

**13.0 OFFERERS SELECTION METHODOLOGY**

The Offerers will be ranked on the basis of the lowest overall price meeting all the mandatory requirements outlined in Part II, Section 11.0.

Note: The Offerer's total evaluated price will be calculated based on the total of column 1 in the table in Part II, Section 12.2. The financial evaluation will be based on the Offerer's proposed rates for the initial five-year period of the Standing Offer.

**13.1 Contingency in the event of a tie between Offerers**

In the event two or more responsive bids have the same price, the Offerers will be ranked identically.

At the time of call-up, the SOA holder who is located closest to the service point of the requirement and according to the considerations specified in Part II, Section 16.2 will be selected for the call-up.



### **13.2 Disqualification of some bidders for compliance issues**

Bidders may be disqualified regardless of overall price if the OSB determines LIT firm compliance is inadequate pursuant to an evaluation of subsection 4.6 of this RFSO.

### **14.0 OWNERSHIP OF INTELLECTUAL PROPERTY**

No provisions on intellectual property apply to this Request for Standing Offer.

### **15.0 AWARDING OF STANDING OFFER AGREEMENTS (SOAs)**

It is expected that at least one Standing Offer Agreement (SOA) will be established per province or territory as a result of this Request for Standing Offers.

The ranking of qualified SOA Holders will be established per province or territory with SOA Holders ranked in descending order starting with the Offerer who has obtained the lowest overall price as stated in Part II, Section 13.0 Offerers Selection Method.

Work will be allocated by a rotational basis as further described in Section 16.0 below.

### **16.0 CALL-UP PROCEDURES**

Further to the Superintendent's authority as set out in subsection 14.03 of the Bankruptcy and Insolvency Act (BIA), when a requirement for LIT services related to Conservatory Measures is identified, the OSB may contact qualified SOA Holders to determine the assignment of the estate files seized in order to determine the application of call-up procedures.

#### **Order of Contact and Timeline for SOA Holders**

The OSB will communicate with SOA Holders qualified in the province or territory(ies) where they want to offer their services simultaneously, providing dates at which information regarding the estates seized pursuant to Conservatory Measures will be made available for review.

SOA Holders will be offered a limited and specified period of time to conduct due diligence on the estate files seized prior to accepting or declining the work and submitting their no cost offer or fee-based bid.

SOA Holders will be subject to a Non-Disclosure Agreement (NDA) prior to undertaking their due diligence. The NDA will be supplied by the Project Authority when applicable.

The SOA holder is required to respond to the Project Authority's invitation within the following timeline:

- Within 24 hours of receiving the Project Authority's request, the SOA Holder must confirm their availability and interest;
- Within two (2) working days of the OSB providing estate file information, the SOA Holder must submit their acceptance of assignment pursuant to Option 1, or their proposed Schedule of Costs pursuant to Option 2, if applicable, as well as supporting details to the Project Authority for consideration.

#### **16.1 Procedural Options**

Option 1: Assignment of all estates at no cost to OSB

Upon receiving the qualified SOA Holders' submissions within the prescribed timelines, the OSB will assess the submissions by order of rank. The SOA Holders list will be ranked on the basis of the considerations identified in Part II, Section 13.0 Bidder Selection Method.



**Request for Standing Offer: ISED192521**

The highest ranked SOA Holder to accept an assignment of all the estates at no cost to the OSB will be assigned the estates seized pursuant to Conservatory Measures. If no bids are submitted at no cost to the OSB, the determination will be based on the lowest submission of Schedule of Costs.

If the highest ranked SOA holder submits a Schedule of Costs, and both the second and third ranked SOA holder each accept the files at no cost, whereby the LIT would be compensated from the estates, without the establishment of a fee based agreement with OSB, the OSB will assign the estates to the second ranked SOA holder.

Upon a determination that the SOA Holder agrees to administer seized estates pursuant to Option 1, the assignment of seized estates by the OSB to the SOA Holder will be undertaken by way of appointment through Conservatory Measures pursuant to subsection 14.03(1) BIA and no court ordered substitution will be required. Upon taking possession of estates the SOA Holder may request from the OSB a dedicated licence number for the purposes of the administration of seized estates.

Should the SOA holder choose to seek a Court Ordered Substitution, all costs incurred in relation with such proceeding will be borne by the SOA Holder.

Estate files assigned via Option 1 are to be administered pursuant to normal insolvency practices and would not be subject to the procedures and reporting requirements which apply to Options 3 to 5.

**Option 2: Assignment of some estates at no cost to OSB**

In the case where no SOA Holder(s) submit a bid to accept all seized estate files at no cost pursuant to Option 1, but submit a bid to accept some estate files at no cost, the OSB will proceed with the submission encompassing the greatest amount of estates assigned at no cost to the OSB.

Upon a determination that the SOA Holder agrees to administer seized estates pursuant to Option 2, the assignment of seized estates by the OSB to the SOA Holder will be undertaken by way of appointment through Conservatory Measures pursuant to subsection 14.03(1) BIA and no court ordered substitution will be required. Upon taking possession of estates the SOA Holder may request from the OSB a dedicated licence number for the purposes of the administration of seized estates.

Should the SOA holder choose to seek a Court Ordered Substitution, all costs incurred in relation with such proceeding will be borne by the SOA Holder.

Estate files assigned via Option 2 are to be administered pursuant to normal insolvency practices and would not be subject to the procedures and reporting requirements which apply to Options 3 to 5.

**Option 3: Fee-based call-up of some estates**

In the case where no SOA Holder(s) submit a bid to accept seized estate files pursuant to Options 1 and 2, the OSB will proceed with the lowest submission of Schedule of Costs submitted for consideration of some of the estates.

Upon a determination that the SOA Holder agrees to administer seized estates pursuant to Option 3, the assignment of seized estates by the OSB to the SOA Holder will be undertaken by way of appointment through Conservatory Measures pursuant to subsection 14.03(1) BIA and no court ordered substitution will be required. Upon taking possession of estates the SOA Holder may request from the OSB a dedicated licence number for the purposes of the administration of seized estates.

Should the SOA holder choose to seek a Court Ordered Substitution, all costs incurred in relation with such proceeding will be borne by the SOA Holder.

All of the procedures and reporting requirements described in the Standing Offer Agreement(s) will apply



to these assignments.

**Option 4: Fee-based call-up of all estates**

In the case where no SOA Holder(s) submit a bid to accept seized estate files pursuant to Options 1 through 3, the OSB will proceed with the lowest submission of Schedule of Costs submitted for consideration of all seized estates. All of the procedures and reporting requirements described in the Standing Offer Agreement(s) will apply to these assignments.

Upon a determination that the SOA Holder agrees to administer seized estates pursuant to Option 2, the assignment of seized estates by the OSB to the SOA holder will be undertaken by way of appointment through Conservatory Measures pursuant to subsection 14.03(1) BIA and no court ordered substitution will be required.

Should the SOA holder may choose to seek a Court Ordered Substitution, all costs incurred in relation with such proceeding will be borne by the SOA Holder.

All of the procedures and reporting requirements described in the Standing Offer Agreement(s) will apply to these assignments.

**Option 5: OSB to retain LIT services outside the RFSO**

In the case where no SOA Holder(s) submit a bid to accept seized estate files pursuant to Options 1 through 4, the OSB reserves the right to retain LIT services from any party outside the RFSO.

**16.2 Description of call-up:**

Work under the Standing Offer Agreement will be authorized according to the following principle:

At the time a requirement is identified, the LIT (i.e. SOA Holder) will submit a firm price based on hourly rates, as stated in Part II, section 17.0, for the work to be completed for "General Administration Fees".

Work under the Standing Offer will be authorized in the following manner:

- a) The Project Authority will provide the LIT (s) (i.e. SOA Holder(s)) with a description of the work to be performed under the Standing Offer.
- b) The LIT (i.e. SOA Holder) will submit a "Schedule of Costs" table with supporting details to the Project Authority in order to establish a firm price for the work. The firm price will be based on hourly rates to complete the administration of the estates.

The firm price will be calculated as follows:

- i) the hourly rate for the LIT and the personnel (i.e. SOA Holder) as established in their proposal and listed in Part II, Section 12.0, multiplied by the number of hours required to complete the work;

And where warranted and deemed appropriate by OSB:

- ii) travel and living expenses as applicable will be calculated in accordance with current Treasury Board Travel Directives, with no allowance for profit or overhead; and
- iii) other eligible costs, such as legal fees, pursuant to Part II, Section, not included in the hourly rate at direct cost with no allowance for profit or overhead.





c) For the assignments at a firm price where the requirements/statement of work cannot be well defined, the Project Authority may pre-authorize a time rate payment, i.e. per hourly rate in lieu of a firm price.

d) The "Schedule of Costs" table and firm price once accepted by the LIT and the Project Authority, can no longer be subject to negotiation between the LIT (i.e. SOA Holder) and the Project Authority.

e) Authorization to proceed with the work will be made by issuance of a call up against a standing offer duly signed by the Contracting Authority and the Project Authority.

#### **16.4 Work splitting**

When taking Conservatory Measures against a LIT, the OSB reserves the right, at its absolute discretion, to assign more than one LIT to complete the administration of the files of the LIT who is the subject of Conservatory Measures.

For example, without limiting the generality of the foregoing, the OSB could assign the insolvency files of consumers to one SOA Holder, and the files of corporations to another SOA Holder.

#### **16.5 Removal of an SOA holder from the standing offer list**

The suspension or revocation of an SOA Holder LIT licence automatically removes the SOA holder from the standing offer list. Any estates assigned to an SOA Holder under this RFSSO would be transferred to another LIT under applicable legislation.

The OSB reserves the right to remove an SOA holder from the standing offer list and to no longer assign work to that SOA holder if the SOA holder does not comply with the BIA, the Bankruptcy and Insolvency Rules and the Superintendent of Bankruptcy's Directives or Circulars. Specifically, the OSB will remove an SOA holder from the standing offer list if the SOA holder does not respect all of the requirements set out in the conditions of the Standing Offer Agreement, until such time as the SOA holder demonstrates, to the satisfaction of the OSB, that it is in compliance with the stipulated requirements.

When issuing a call-up, the OSB will ensure that the SOA holder meets all requirements set out in the conditions of the Standing Offer Agreement.

To that end, the OSB reserves the right to verify and use all the paper or electronic data, documents, reports and information collected by the OSB in the context of its supervision of the bidding LIT's practice in accordance with the provisions of the BIA, throughout the period of the SOA and in any of the optional extension years.

#### **16.6 Limit of call-ups against the Standing Offer**

Individual call-ups established pursuant to this Request for Standing Offers may not exceed \$2,000,000.00, applicable taxes included, per SOA Holder.

Individual call-ups established pursuant to this Request for Standing Offers may extend past the expiration of the Standing Offer Agreement and its optional extension periods.

#### **16.7 Changes to individual call-ups**

In the event of litigation, judicial proceedings, a professional conduct proceeding or any other circumstance preventing the LIT (i.e. Contractor) from completing the administration of files within the time and budget set out in the call-up, the OSB reserves the right to amend the call-up by extending the period and/or increasing or reducing the cost of the work.



In addition to the circumstances preventing the completion of the work, the LIT (i.e. Contractor) must advise the Project Authority, in writing, of the:

- additional time required;
- projected cost; and
- relevant estate numbers.

The OSB reserves the right to negotiate an amendment to the call-up with the SOA holder. The OSB may choose not to amend the original call-up, to terminate the work at, or before, the deadline stipulated in the call-up and to reassign the estate files.

### **16.8 Replacing a designated LIT**

An SOA holder with a corporate LIT licence may replace or add designated LITs in the provinces and/or territories in which it is already qualified under the SOA. To do this, the SOA holder must submit the documentation required under Part II, Section 11.0, to the Contract Authority for review. All such requests are subject to the same qualification requirements as the SOA holder's initial proposal. The hourly rate of the replacement LIT will be the same as the designated LIT originally assigned to the administration of the estate files.

### **16.9 Extension of services from one province or territory to another**

In the event that there is no available or qualified SOA holder in a given province or territory to meet a need, the OSB reserves the right to select SOA holders in other provinces or territories and allow them to extend their services to the province or territory in which the need exists. SOA holders interested in extending their services to another province or territory must, at the request of the OSB, submit the documentation required under Part II, Section 11.0, to the Contract Authority. In addition to meeting the requirements under the SOA, they must also hold or obtain an extension for a LIT licence in the province or territory where the need has been identified.

### **17.0 CALCULATING THE COSTS OF CALL-UPS**

An SOA holder selected for a call-up must submit a "Schedule of Costs" table based on the steps for calculating "General Administration Fees" as set out in Section 17.1 of the RFSO for the work to be completed.

In order to calculate the "General Administration Fees," the OSB may provide the selected supplier with any of the following information:

- an inventory of files specifying the number of files (column 3 of Table 17.2 below);
- the type of files to be administered;
- the most recent annual banking report of the LIT who is the subject of Conservatory Measures; and
- any other information the OSB deems to be relevant and appropriate.

The SOA Holder's "Schedule of Costs" is subject to negotiation by the Project Authority.

### **17.1 Steps for calculating general administration fees**

The firm price for the work will be based on hourly rates to complete the administration of the estates.

To determine the firm price for the call-up, SOA holder must:



**Request for Standing Offer: ISED192521**

(1) Determine a cost per file per type of administration (column 2 of the Schedule of Costs table (e.g. LIT, administrator, administrative support) to complete the administration of each file, taking into account the work required in sections 5, 6 and 7 of Part II of the RFSO.

(2) Multiply column 2 “Total cost per file to complete the administration” by column 3 “Number of files” to obtain the “Total cost per type of administration to complete” to complete column 4;

(3) Repeat the exercise for all types of administration;

(4) Add all the amounts in column 4.

The sum of all the amounts in column 4 will constitute the firm price for the work to be completed for purposes of the call-up. The “Schedule of Costs” table below will be completed for each call-up.

**NOTE:** In calculating the costs for each file, the SOA holder must consider and respect the tariff found in the Bankruptcy and Insolvency Rules.



17.2 Schedule of Costs Table

Schedule of Costs - LITs			
SOA #:		Date:	
Individual LIT:		Individual LIT license #:	
Corporate LIT:		Corporate LIT license #:	
Designated LIT(s):		Designated LIT(s) license #:	
Contact name:		Contact telephone number:	
(1) Type of Administration	(2) Total cost per file to complete the administration	(3) Number of files to complete	(4) Total cost per type of administration to complete
<b>Summary administration of less than 12 months</b>			
Bankrupt discharged, Statement of Receipts and Disbursements (SRD) submitted			
Bankrupt discharged, SRD not submitted			
Bankrupt not discharged, SRD submitted			
Bankrupt not discharged, SRD not submitted			
<b>Summary administration of more than 12 months</b>			
Bankrupt discharged, SRD submitted			
Bankrupt discharged, SRD not submitted			
Bankrupt not discharged SRD submitted			
Bankrupt not discharged SRD not submitted			
<b>Division II proposals</b>			
SRD submitted			
SRD not submitted			
<b>Division I proposals</b>			
SRD submitted			
SRD not submitted			
<b>Ordinary administration of less than 12 months</b>			
SRD submitted			
SRD not submitted			
<b>Ordinary administration of more than 12 months</b>			
SRD submitted			
SRD not submitted			
<b>Other (e.g. Receivership)</b>			
<b>Firm price of the general administration costs for the call-up:</b>			\$ _____



## **18.0 PAYMENTS AND REIMBURSEMENTS TO THE CONTRACTOR**

### **18.1 Basis of Payment — resulting call-ups**

The OSB will pay the LIT (i.e. Contractor) according to a firm price for work performed in completion of the administration of estates as identified in the resulting call-up. The firm price will be established after LIT's (i.e. Contractor) submission of the "Schedule of Costs" and according to the results of the negotiation with the Project Authority.

Given that the OSB pays for the LIT's (i.e. Contractor's) services by way of call-up, all fees collected by the LIT in the context of administering estate files, must be remitted to the OSB within 30 days of when the LIT is entitled to draw them. All fees owing to the OSB are payable to the Receiver General however the LIT is required to submit remittance advice to the Project Authority. A sample of the OSB's Remittance Advice form can be found in Appendix "E" of this document.

### **18.2 Schedule and Method of Payments**

The OSB will pay the LIT (i.e. Contractor) for work performed in the completion of the administration of the estates under the call-up and will be made if:

- (a) a detailed invoice and any reports or other documents required by the call-up have been submitted;
- (b) all such invoices, reports, and documents have been verified by the OSB; and
- (c) the Work performed has been to the satisfaction of the Project Authority and accepted by the OSB.

It is anticipated that resulting call-ups against Standing Offer Agreements will be for a period of approximately 24 months.

The OSB will pay the LIT (i.e. Contractor) upon receipt and written acceptance by the Project Authority, or the person designated by the Project Authority, of the reports as specified in Part II, Section 6. The LIT will be entitled to the following percentages of the total cost of the administration of the estates, as indicated in the agreed-upon "Schedule of Costs" for the call-up:

- 25% upon the OSB's acceptance of the "30 Day Report";
- 25% upon the completion of one third of the estates and OSB's acceptance of the Progress Report; and
- 25% upon the completion of two thirds of the estates and OSB's acceptance of the Progress Report.

### **18.3 OSB's Right to Withhold**

The OSB will withhold 25% of the total contract value until the LIT (i.e. Contractor) has:

- Remitted all reports required in Part II, Section 6 of the RFSO as per the prescribed schedule;
- Remitted all the fees realized by the LIT (i.e. Contractor) in the context of the administration of estate files as required in Part II, Section 6.3;
- Fully completed the administration of the estate files assigned to the LIT (i.e. Contractor) pursuant to the call-up.

In the event of litigation and/or judicial proceedings preventing the LIT (i.e. Contractor) from completing the administration of a file, the Project Authority may authorize payment to the LIT (i.e. Contractor) upon receipt of a written statement from the LIT detailing the litigation and/or legal proceeding preventing the LIT from completing the administration of the file.



## **18.4 Reimbursement for legal fees**

**18.4.1** Legal fees incurred in the context of the general administration of files and/or the specific administration of a file will be paid out of the funds realized in the estate file and reimbursed to the LIT (i.e. Contractor) in accordance with the provisions of the BIA and the tariff found in the Bankruptcy and Insolvency Rules.

**18.4.2** In the event that the LIT is required to make legal representations for which payment is not provided for in the BIA or the tariff found in the Bankruptcy and Insolvency Rules, the OSB will reimburse the legal fees incurred by the LIT (i.e. Contractor) for this work under the following conditions:

- (1) The LIT must request, in writing, authorization from the Project Authority to incur legal fees;
- (2) The LIT must provide an estimate of the legal fees to be incurred;
- (3) The Project Authority must have provided authorization to the LIT in writing before the latter incurred any legal fees; and
- (4) The LIT must provide detailed invoices from the legal counsel for the fees and expenses, providing a description of the work and the time invested in the work.

**18.4.3** In all of the situations described in Part II, Subsections 18.4.1 and 18.4.2, the invoices for legal fees must be submitted to the Project Authority separately from the LIT's (i.e. Contractor's) invoices.

## **18.5 No reimbursement for disbursements**

The OSB will not reimburse any disbursements of the LIT (i.e. Contractor) in the context of the administration of estate files.

## **18.6 Fees not related to the general administration of estate files**

In cases where the Project Authority has requested that the LIT (i.e. Contractor) prepare to attend and/or participate in any way in a professional conduct proceeding, a criminal proceeding or any other relevant proceeding against the LIT who is the subject of Conservatory Measures, the LIT (i.e. Contractor) must submit the details of these fees separately from those claimed in the context of the general administration of estate files.

The OSB will reimburse the above mentioned fees incurred by the LIT (i.e. Contractor) for this work under the following conditions:

- (1) The LIT must request, in writing, authorization from the Project Authority to incur the fees;
- (2) The LIT must provide an estimate of the fees to be incurred;
- (3) The Project Authority must have provided authorization to the LIT in writing before the latter incurred any fees; and
- (4) The LIT must provide detailed invoices for the fees not related to the general administration of estate files, providing a description of the work and the time invested in the work.

## **18.7 Invoicing instructions**

### **18.7.1 Invoices for Estate Administration and Reporting**

For work performed in the completion of the administration of the estates and reporting, the LIT's (i.e. Contractor's) invoice must reference the:

- relevant report and submission date;
- full amount of the call-up and the proportion of payment sought; and
- estate numbers for which payment is sought.



**Request for Standing Offer: ISED192521**

Each invoice must also include the call-up number, the LIT's (i.e. Contractor's) name, address, signature, and the tax registration number.

The applicable taxes shall be submitted as a separate amount on the invoice.

**18.7.2 Invoices for Reimbursements of Pre-Authorized Expenses**

Requests for reimbursement of any pre-authorized and eligible expenses incurred, such as travel and living expenses, legal fees, or fees not related to the general administration of the estates, must be submitted on separate invoices with reference to the call-up number and the period of work.

Each invoice must also include the call-up number, the LIT's (i.e. Contractor's) name, address, signature, and the tax registration number.

The taxes, if applicable, shall be submitted as a separate amount on the invoice.



### Part III: Certifications

#### 1.0 CERTIFICATION REQUIREMENTS OF THIS RFSO

**Note to Offerors:** The following certification requirements apply to this Request for Standing Offer (RFSO). Offerors are requested to complete these certifications by filling in the appropriate spaces below and include them in Section III of their proposal. No Standing Offer Agreement (SOA) will be awarded until all certifications have been duly signed.

#### 2.0 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 public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below before the issuance of a standing offer.

##### 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 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 Offerer a FPS in receipt of a pension? **Yes ( ) No ( )**

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

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

By providing this information, offerors agree that the successful Offerer'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 Offerer a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes ( ) No ( )

If so, the Offerer must provide the following information:

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

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

### 3.0 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Offerer certifies that the Offerer, and any of the Offerer 's members if the Offerer is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid List" available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Offerer, or any member of the Offerer if the Offerer is a Joint Venture, appears on the "FCP Limited Eligibility to Bid List" at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid List](#)" during the period of the Contract.

The Offerer must provide the Contracting Authority with [a completed Federal Contractors Program for Employment Equity certification](#) before contract award. If the Offerer is a Joint Venture, the Offerer 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. Attachment 2 to Part 5, Additional Certifications Precedent to Contract Award, includes a copy of the certification to provide.

### 4.0 Status and Availability of Resources

The Offerer 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 Offerer is unable to provide the services of an individual named in its bid, the Offerer may propose a substitute with similar qualifications and experience. The Offerer 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 Offerer: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.



**Request for Standing Offer: ISED192521**

If the Offerer has proposed any individual who is not an employee of the Offerer, the Offerer 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 resumé to Canada. The Offerer must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Offerer and of his/her availability.

**5.0 Education and Experience**

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_  
(Title of duly authorized representative of business)

Name of Business: \_\_\_\_\_



## ATTACHMENT 1 TO PART III - Federal Contractor's Program for Employment Equity – Bid Certification

### 1. Federal Contractors Program For Employment Equity - Certification

I, the Offerer, 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 Offerer'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 the [Employment and Social Development Canada \(ESDC\) - Labour's website \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).

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

Instructions to the Offerer: Complete both A and B.

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

- A1. The Offerer certifies having no work force in Canada.
- A2. The Offerer certifies being a public sector employer.
- A3. The Offerer certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Offerer certifies having a combined work force in Canada of less than 100 permanent full-time and / or permanent part-time employees.
- A5. The Offerer certifies having a combined workforce in Canada of 100 or more permanent full-time and/or permanent part-time employees.
- A5.1. The Offerer certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

or

- A5.2. The Offerer certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) form 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 Offerer: Check only one of the following:

- B1. The Offerer is not a Joint Venture.

or

- B2. The Offerer is a Joint venture. Instructions to the Offerer: Refer to the Joint Venture section of the Standard Instructions. If the Offerer 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.



## PART IV – STANDING OFFER AND RESULTING CONTRACT CLAUSES

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

### 1. Statement of Work

The Contractor must perform the Work described in the Call-up against the Standing Offer.

### 2. Identified Users:

Employees of Innovation, Science and Economic Development Canada.

### 3. Call-up Instruments

A Call-up against a standing offer (942S) will be issued for all work requirements under this SOA.

### 4. Standard Clauses and Conditions

#### 4.1 General Conditions

Innovation, Science and Economic Development Canada's [General Conditions of a Service Contract](http://www.ic.gc.ca/eic/site/icgc.nsf/eng/h_06661.html) apply to and form part the contract. The document is available at [http://www.ic.gc.ca/eic/site/icgc.nsf/eng/h\\_06661.html](http://www.ic.gc.ca/eic/site/icgc.nsf/eng/h_06661.html).

#### 4.2 SACC Manual Clauses

[C0711C](#) (2008-05-12), Time Verification

### 5. Term of Contract

#### 5.1 Period of the Contract

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

### 6. Payment

#### 6.1 Basis of Payment

[C0214C](#) (2018-04-17), Firm Hourly Rate

The Contractor will be paid firm hourly rates for work performed in accordance with the resulting Standing Offer Agreement. Customs duties are included and Applicable Taxes are extra.

#### 6.2 Method of Payment

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

#### 6.3 SACC Manual Clauses

[A9117C](#) (2007-11-30), T1204 - Direct request by client department

[C2000C](#) (2007-11-30), Taxes - Foreign-based Contractor

#### 6.4 Payment by direct deposit

Direct deposit is accepted.



## 7. Invoicing Instructions

7.1 The Contractor must submit invoices in accordance with the clause entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all the Work identified in the invoice is completed.

Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed (if applicable);

7.2 Invoices must be distributed as follows:

The original and one (1) copy must be sent to the Project Authority identified in the Call-up for certification and payment.

## 8. Insurance

SACC Manual Clause G1005C (2016-01-28), Insurance

## 9. Priority of Documents

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

- a. the Articles of Agreement;
- b. the general conditions, Innovation, Science and Economic Development Canada's [General Conditions of a Service Contract](#);
- c. Part II, Terms of Reference;
- d. Standing Offer # ISED *192521*;
- e. The Offeror's bid dated *(insert date of bid at contract award)*.

## 10. Certifications - Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

## 11. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province *(insert date of bid at contract award)*.

## 12. Authorities

- a. Contracting Authority  
The Contracting Authority for the Contract is:

Name:  
Title:  
Address:  
Telephone:  
E-mail address:



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.

b. Technical Authority *(to be completed at contract award)*

Name :  
Title :  
Organization :  
Address :  
Telephone :  
E-mail address :

The Technical 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 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.

c. Contractor's Representative *(to be completed at contract award)*

Note to Offerers: The Contractor's Representative, Contracting Authority, Technical Authority and contact information will be identified at the time of contract award.



**Annex “A” –Individual Licensed Insolvency Trustee (LIT) Information**

**Instructions:** Complete the following sections with respect to the individual LIT’s license.

1. Name of individual LIT :	
2. License number of individual LIT:	
3. Full address of the resident office:	
<p>4. In which provinces and/or territories and in which, or both, of the two official languages the Offerer (i.e. LIT) wishes its candidacy to be considered for the awarding of a call-up against the Standing Offer Agreement:</p>	<p><input type="checkbox"/> Newfoundland &amp; Labrador (<input type="checkbox"/> English <input type="checkbox"/> French)</p> <p><input type="checkbox"/> Prince Edward Island (<input type="checkbox"/> English <input type="checkbox"/> French)</p> <p><input type="checkbox"/> Nova Scotia (<input type="checkbox"/> English <input type="checkbox"/> French)</p> <p><input type="checkbox"/> New Brunswick (<input type="checkbox"/> English <input type="checkbox"/> French)</p> <p><input type="checkbox"/> Québec (<input type="checkbox"/> English <input type="checkbox"/> French)</p> <p><input type="checkbox"/> Ontario (<input type="checkbox"/> English <input type="checkbox"/> French)</p> <p><input type="checkbox"/> Manitoba (<input type="checkbox"/> English <input type="checkbox"/> French)</p> <p><input type="checkbox"/> Saskatchewan (<input type="checkbox"/> English <input type="checkbox"/> French)</p> <p><input type="checkbox"/> Alberta (<input type="checkbox"/> English <input type="checkbox"/> French)</p> <p><input type="checkbox"/> British Columbia (<input type="checkbox"/> English <input type="checkbox"/> French)</p> <p><input type="checkbox"/> Yukon (<input type="checkbox"/> English <input type="checkbox"/> French)</p> <p><input type="checkbox"/> Northwest Territories (<input type="checkbox"/> English <input type="checkbox"/> French)</p> <p><input type="checkbox"/> Nunavut (<input type="checkbox"/> English <input type="checkbox"/> French)</p> <p>Check more than one box if applicable.</p>
<p>5. In which work stream the Offerer (i.e. LIT) wishes its candidacy to be considered for the awarding of a call-up against the Standing Offer Agreement:</p>	<p>The Offerer holds an individual LIT license to administer :</p> <p><input type="checkbox"/> Consumer filings</p> <p><input type="checkbox"/> Corporate filings</p> <p><input type="checkbox"/> Consumer and corporate filings</p>



**Annex “B” –Corporate Licensed Insolvency Trustee (LIT) Information**

**Instructions:** Complete the following sections with respect to the corporate LIT’s license.

1. Name of corporate LIT :	
2. License number of corporate LIT:	
3. Full address of the resident office:	
4. In which provinces and/or territories and in which, or both, of the two official languages the Offerer (i.e. corporate LIT) wishes its candidacy to be considered for the awarding of a call-up against the Standing Offer Agreement:	<input type="checkbox"/> Newfoundland & Labrador ( <input type="checkbox"/> English <input type="checkbox"/> French ) <input type="checkbox"/> Prince Edward Island ( <input type="checkbox"/> English <input type="checkbox"/> French ) <input type="checkbox"/> Nova Scotia ( <input type="checkbox"/> English <input type="checkbox"/> French ) <input type="checkbox"/> New Brunswick ( <input type="checkbox"/> English <input type="checkbox"/> French ) <input type="checkbox"/> Québec ( <input type="checkbox"/> English <input type="checkbox"/> French ) <input type="checkbox"/> Ontario ( <input type="checkbox"/> English <input type="checkbox"/> French ) <input type="checkbox"/> Manitoba ( <input type="checkbox"/> English <input type="checkbox"/> French ) <input type="checkbox"/> Saskatchewan ( <input type="checkbox"/> English <input type="checkbox"/> French ) <input type="checkbox"/> Alberta ( <input type="checkbox"/> English <input type="checkbox"/> French ) <input type="checkbox"/> British Columbia ( <input type="checkbox"/> English <input type="checkbox"/> French ) <input type="checkbox"/> Yukon ( <input type="checkbox"/> English <input type="checkbox"/> French ) <input type="checkbox"/> Northwest Territories ( <input type="checkbox"/> English <input type="checkbox"/> French ) <input type="checkbox"/> Nunavut ( <input type="checkbox"/> English <input type="checkbox"/> French ) Check more than one box if applicable.
5. In which work stream the Offerer (i.e. corporate LIT) wishes its candidacy to be considered for the awarding of a call-up against the Standing Offer Agreement:	The Offerer holds a corporate LIT license to administer: <input type="checkbox"/> Consumer filings <input type="checkbox"/> Corporate filings <input type="checkbox"/> Consumer and corporate filings
6. The Offerer (i.e. corporate LIT) wishes to designate the following LIT (s) in respect of the bid:	Name of designated LIT: License number of designated LIT: Province and/or territories of service:  <b>Complete the form in Annex “A” “Individual Licensed Insolvency Trustee (LIT) Information” for each designated LIT.</b>





**Annex “C” – Declaration of Licensed Insolvency Trustee (LIT), Individual License**

Instructions: The Offerer must initial each declaration with respect to his or her individual LIT’s license.

<b>Name of LIT (individual):</b>	
<b>License number of LIT (individual):</b>	
<b>Declaration</b>	<b>Initials</b>
<p>1. I declare that I hold a LIT licence and that I comply with the following requirements.</p> <p>The LIT must:</p> <p>a) be solvent at all times;</p> <p>b) have financial resources sufficient to warrant confidence in the ability to properly administer professional engagements;</p> <p>c) have adequate facilities to perform his or her professional engagements; and</p> <p>d) have adequate professional liability insurance, as well as one of the following options: adequate employee dishonesty (also known as fidelity) insurance, a bond or other suitable financial arrangements.</p>	
<p>2. I declare that I hold a LIT licence that is not the subject of a professional conduct investigation conducted by the OSB.</p>	
<p>3. I declare that I hold a LIT licence that is not the subject of Conservatory Measures issued under the BIA.</p>	
<p>4. I declare that I hold a LIT licence that is not, nor has been in the last five years prior to the closing of this Request for Standing Offer, the subject of a professional conduct decision imposing any of the consequences pursuant to Section 14.01.1 of the BIA.</p>	
<p>5. I declare that I hold a LIT licence and that I am competent to offer my services in:</p> <p>↑ English ↑ French</p> <p>Check more than one box if applicable.</p>	
<p>6. I declare that I hold a valid LIT licence for the administration of the following:</p> <p>↑ Consumer filings ↑ Corporate filings ↑ Consumer and corporate filings</p>	



<b>Name of LIT (individual):</b>	
<b>License number of LIT (individual):</b>	
<b>Declaration</b>	<b>Initials</b>
<p>7. I declare that I have capacity* to administer additional potentially complex insolvency files seized as a result of Conservatory Measures issued by the Office of the Superintendent of Bankruptcy. I understand that some of these files may be complex in nature and may present deficiencies such as poor accounting records.</p> <p>*Capacity is defined as having sufficient resources available to ensure the timely and efficient completion of the administration of the estates in accordance with the BIA and related legislation.</p>	



**Annex “D” – Declaration of Corporate Licensed Insolvency Trustee (LIT)**

Instructions: The Offerer must initial each declaration with respect to the corporate LIT’s license.

<b>Name of Corporate LIT:</b>	
<b>License number of Corporate LIT:</b>	
<b>Name of LIT making the declaration on behalf of the corporate LIT license:</b>	
<b>Declaration</b>	<b>Initials</b>
<p>1. I declare that the corporate LIT’s license complies with the following requirements.</p> <p>The LIT must:</p> <p>a) be solvent at all times;</p> <p>b) have financial resources sufficient to warrant confidence in the ability to properly administer professional engagements;</p> <p>c) have adequate facilities to perform his or her professional engagements; and</p> <p>d) have adequate professional liability insurance, as well as one of the following options: adequate employee dishonesty (also known as fidelity) insurance, a bond or other suitable financial arrangements.</p>	
<p>2. I declare that the corporate LITe’s license is not the subject of a professional conduct investigation conducted by the OSB.</p>	
<p>3. I declare that the corporate LIT’s license is not the subject of Conservatory Measures issued under the BIA.</p>	
<p>4. I declare that the corporate LIT’s license is not, nor has been in the last five years prior to the closing of this Request for Standing Offer, the subject of a professional conduct decision imposing any of the consequences pursuant to Section 14.01.1 of the BIA.</p>	
<p>5. I declare that the corporate LIT will offer its services in:</p> <p>↑ English ↑ French</p> <p>Check more than one box if applicable.</p>	
<p>6. I declare that the corporate LIT’s license is compliant to the above-mentioned requirements for the administration of:</p>	



<b>Name of Corporate LIT:</b>	
<b>License number of Corporate LIT:</b>	
<b>Name of LIT making the declaration on behalf of the corporate LIT license:</b>	
<b>Declaration</b>	<b>Initials</b>
<ul style="list-style-type: none"><li>↑ Consumer filings</li><li>↑ Corporate filings</li><li>↑ Consumer and corporate filings</li></ul> <p>N.B.</p> <p>Each individual LIT designated in the Offerer's proposal must complete the "Declaration of Licensed Insolvency Trustee (LIT), Individual license" found in Annex C.</p>	



**Annex “E” – Remittance Advice Form**

This annex is provided as a separate attachment to this RFSO.