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**REQUEST FOR PROPOSAL**

**RFP # S20-18107**

**Social Sciences and Humanities Research Council of Canada (SSHRC)**

**for**

**Chief Negotiation Services**

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT**

You are invited to submit a proposal to the location specified below for the services detailed herein as follows:

<b>Proposal Closing Date and Time:</b>	<b>February 20, 2020 @2:00p.m.</b> (Eastern Standard Time)
<b>Submit Proposals to:</b>	Eric Lavigne Procurement Officer Social Sciences and Humanities Research Council of Canada <a href="mailto:Tenders@sshrc-crsh.gc.ca">Tenders@sshrc-crsh.gc.ca</a>
<b>Enquiries regarding this RFP must be directed to:</b>	<a href="mailto:Tenders@sshrc-crsh.gc.ca">Tenders@sshrc-crsh.gc.ca</a>

**To be considered proposals must be received by the Closing Date and Time.**



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## **PART 1 – GENERAL INFORMATION**

### **1.1 Security Requirements**

There is a security requirement associated with the provision of services as described in Annex C Security Requirements Checklist.

### **1.2 Statement of Work**

The Work to be performed is detailed under Annex “A” Statement of Work.

### **1.3 Summary of Requirements**

This bid solicitation is being issued for the requirement of a Chief Negotiator. The work to be performed is detailed under Annex “A” Statement of Work. The initial Contract will cover from Contract Award to March 31, 2022 and an option to extend for one (1) additional one (1) year periods up to and including March 31, 2023.

### **1.4 Debriefings**

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

### **1.5 Communications Notification**

As a courtesy, the Social Sciences and Humanities Research Council of Canada (SSHRC) requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

### **1.6 Federal Contracting Fraud Tip Line**

The Competition Bureau, the Royal Canadian Mounted Police and Public Services and Procurement Canada are partnering to introduce an anonymous and toll-free Federal Contracting Fraud Tip Line to improve our ability to detect and prevent fraud, collusion and corruption in contracts and real property agreements awarded by the Government of Canada. Fraudulent activities undermine fair competition, threaten the integrity of the markets, are a barrier to economic growth, increase the cost and risk of doing business, and undermine public confidence in government institutions.

By introducing this Tip Line, the partnering organizations seek to receive information, mostly from suppliers, their competitors, and their employees, on suspected unethical business practices including, but not limited to, collusion, bid-rigging, kickbacks, bribes, and false invoicing.

Individuals with information on suspected wrongdoing in a Government of Canada contract or real property agreement are encouraged to come forward anonymously by calling the toll-free line at 1-844-365-1616 or by completing a form online <http://www.ic.gc.ca/eic/site/094.nsf/frm-eng/MBED-AJL22H>. Calls to the toll-free line will be answered between 8:30 am and 5:00 pm Eastern Standard Time. An answering service is available after hours.



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This information will be used to conduct investigations and introduce due diligence measures where warranted to protect the integrity of its contracts and real property agreements. In collaborating together it will increase the visibility and credibility of the initiative and potentially improve the ability to identify trends specific to a particular supplier, industry and/or activities within a geographic location over time.

## 1.7 Conflict of Interest

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:

- a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
- b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains, however, subject to the criteria established above.

3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## **PART 2 - BIDDER INSTRUCTIONS**

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

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

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

The 2003 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

### **2.2 Submission of Bids**

Bids must be submitted only to the Social Sciences and Humanities Research Council of Canada (SSHRC) Bid Receiving Unit's email [Tenders@sshrc-crsh.gc.ca](mailto:Tenders@sshrc-crsh.gc.ca) by the date, time and place indicated on the cover page of the bid solicitation.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days from the date of bid closing. Enquiries received after that time may not be answered.

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

## 2.4 Applicable Laws

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

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

## 2.5 Evaluation of Price

The price of bids will be evaluated in Canadian dollars, the Harmonized Sales Tax (HST) excluded, FOB destination.

## 2.6 Validity of Proposal

Any proposal must remain open for acceptance for a period of not less than one hundred twenty (120) days after the closing date of the RFP. After the RFP closing date, no amendments to the proposal will be accepted. However, during the evaluation, the Contracting Authority may require clarification from or conduct interviews with Bidders or their proposed personnel.

## 2.7 Rights of Canada (2007-11-30)

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- g. negotiate with the sole responsive Bidder to ensure best value to Canada.

## 2.8 Intellectual Property

There is no intellectual Property for this requirement.



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**Attachment 1 to Part 2- Bidder Information**

Bidder Information and Authorization

Bidder Legal Name and Address:

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Legal Status (incorporated, registered, etc.):

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GST or HST Registration Number and/or Business Identification Number (Canada Revenue Agency):

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Name and Title of Person authorized to sign on behalf of Bidder:

Print Name:

Title:

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Signature:

Date:

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Central Point of Contact

The Bidder has designated the following individual as a central point of contact for all matters pertaining to the proposed contract, including the provision of all information that may be requested:

Name and Title:

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Tel:

Fax:

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Email:

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Each proposal must include a copy of this page properly completed and signed. The Bidder's signature indicates offer and acceptance of the terms and conditions set out herein.



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### PART 3 – BID PREPARATION INSTRUCTIONS

Bidders shall prepare a proposal to address all the requirements of this RFP. The Bidder's signatures in Part 5 – Certifications and Additional Information indicate acceptance of the terms and conditions set out herein. Bidders are to ensure that the signatory has authority to commit the organization by making such a proposal. The proposal must be structured in the following three (3) parts, and bound separately:

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

Section I: Technical Bid (electronically by email to [Tenders@sshrc-crsh.gc.ca](mailto:Tenders@sshrc-crsh.gc.ca)),

Section II: Financial Bid (electronically by email to [Tenders@sshrc-crsh.gc.ca](mailto:Tenders@sshrc-crsh.gc.ca)),

Section III: Certifications (electronically by email to [Tenders@sshrc-crsh.gc.ca](mailto:Tenders@sshrc-crsh.gc.ca))

**Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Bids with financial information other than the financial proposal will be disqualified.**

<p><b>Bids are to be delivered to The Social Sciences and Humanities Research Council of Canada by Email to <a href="mailto:Tenders@sshrc-crsh.gc.ca">Tenders@sshrc-crsh.gc.ca</a> Solicitation # S20-18107 by the time and date specified in the covering e-mail.</b></p>
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#### Section I: Technical Bid

Bidders must submit the Technical Evaluation required under **Attachment 1 to Part 4 - Evaluation Criteria**.

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. It is suggested that the Bidder address these criteria in sufficient depth in the submitted proposal. Items not addressed will be given a score of zero and the proposal will not be evaluated further. Simply repeating the statement contained in the bid solicitation is not sufficient.

In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria, and under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.



## Section II: Financial Bid

Bidders must submit their financial bid in Canadian funds and in accordance with the Pricing Schedule detailed in **Attachment 2 to Part 4 - Pricing Schedule**.

- (a) Bidders must submit their price(s) and (or) rate(s), Canadian customs duties and excise taxes included, as applicable, FOB Destination and HST excluded.
- (b) Proposed per diem rates must be in Canadian dollars;
- (c) The Bidder's per diem rates in response to this RFP and resulting contract will apply to where the Work is to be performed in Canada as may be specified in the RFP and the resulting contract.
- (d) The Bidder's per diem rates in response to this RFP and resulting contract must include all overhead, general & administrative costs and profit. Included are the following costs that may be incurred in providing the required services; office space, computer hardware and software, word processing, preparation of reports, photocopying, courier services, facsimile services, telephone services, local travel expenses, courier services and administration related to non-local travel expenses. "Local" as used here is defined as where the Work is to be performed in Canada as may be specified in the RFP and the resulting Contract.

## Section III: Certifications

Bidders must submit the certifications required under **Attachment 1 to Part 5- Certification**.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of the Social Sciences and Humanities Research Council of Canada (SSHRC) will evaluate the bids.
- c) The Bid Evaluation Team may subject each responsive Bidder to a verification process to validate the accuracy and reliability of the Bidder's written responses to the Mandatory and Point Rated Requirements of this RFP.
- d) Following completion of the verification process and resulting scoring adjustment (if required) the Evaluation Team will again verify whether the Bidders meet the Mandatory and Point Rated Requirements of this RFP. The adjusted technical scores must meet the minimum threshold specified in **Attachment 1 to Part 4** Evaluation Criteria of this RFP. Bidder proposals with adjusted scores failing to meet the minimum thresholds and Bidder proposals whose responses to any mandatory requirement is considered non-compliant following the Reference Checking process, will receive no further consideration.

### 4.2 Technical Evaluation

- a) If an individual is proposed with a university or college degree, they must possess, at a minimum, a certificate or degree from a recognized Canadian university or college, or the equivalent as established by a recognized Canadian academic credentials assessment service, if obtained outside of Canada. The list of recognized organizations can be found under the Canadian Information Centre for International credentials website, at the following internet link: [www.cicic.ca/indexe.stm](http://www.cicic.ca/indexe.stm).
- b) Unless otherwise indicated in the RFP, it is not acceptable to combine the experience of two (2) or more individuals in order to meet the requirements of a mandatory or point rated criteria unless stated otherwise in this RFP document. Each individual proposed must meet all the qualifications identified in this RFP.
- c) Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered "demonstrated" for the purposes of this evaluation. The Bidder must provide complete details as to where, when, month and year, and how, through which activities / responsibilities, the stated qualifications / experience were obtained. Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.
- d) Bidders are advised that the month(s) of experience listed for a project in which the time frame overlaps that of another referenced project will only be counted once. For example: Project #1 time frame is July 2001 to December 2001; Project #2 time frame is October

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2001 to January 2002; the total months of experience for these two project references is seven (7) months.

- e) Demonstrated experience is as of the closing date of the Request for Proposal. For example, if a given requirement states "The proposed resource must have a minimum of three (3) years' experience, within the last six (6) years, working with Java", then the six (6) years are accounted for as of the closing date of the RFP.

#### 4.2.1 Mandatory Technical Criteria

See Attachment 1 to Part 4 – Evaluation Criteria

#### 4.2.2 Point Rated Technical Criteria

See Attachment 1 to Part 4 – Evaluation Criteria

#### 4.2.3 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 2 to Part 4.

### 4.3 Basis of Selection

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

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all the Mandatory Evaluation Criteria;
- (c) obtain the required The bidder must obtain the required overall minimum passing mark of **70%** in the point rated criterion;

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

The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i):  $PS_i = LP / P_i \times 30$ .  $P_i$  is the evaluated price (P) of each responsive bid (i).

A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):

$TMS_i = OS_i \times 70$ .  $OS_i$  is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in **Attachment 1 to Part 4 –Evaluation Criteria**, determined as follows: total number of points obtained / maximum number of points available.



The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows:  $CR_i = P_{Si} + TMS_i$ .

The table below illustrates an example where the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Score for All the Point Rated Technical Criteria	OS1: 87/100	OS2: 82/100	OS3: 95/100
Bid Evaluated Price	Pi \$50,000	Pi \$55,000	Pi \$60,000
Calculations	Technical Merit Score (OSi x 80)	Pricing Score ( LP/Pi x 20 )	Combined Rating
Bidder 1	$87/100 \times 70 = 60.90$	$\$50,000/\$50,000 \times 30 = 30.00$	90.90 ( <b>2<sup>nd</sup></b> )
Bidder 2	$82/100 \times 70 = 57.40$	$\$50,000/\$55,000 \times 30 = 27.27$	84.67 ( <b>3<sup>rd</sup></b> )
Bidder 3	$95/100 \times 70 = 66.50$	$\$50,000/\$60,000 \times 30 = 24.99$	91.49 ( <b>1<sup>st</sup></b> )

**Attachment 1 to Part 4 - Evaluation Criteria**

**1. Mandatory Evaluation Criteria:**

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. The Bidder must provide the necessary documentation to support compliance with this requirement.

Proposals failing to adequately respond to the mandatory evaluation criteria will be excluded from further consideration. Only proposals found to meet the mandatory evaluation criteria will be given further consideration.

	<b>Mandatory Criteria</b>	<b>Cross Reference to Proposed Resource Proposal (page #, project # or paragraph #)</b>	<b>Compliant (Yes / No)</b>
	<b>1.4 Employee Relations Consultant –Senior</b>		
M1	<p>The Bidder’s resource must have a minimum of 5 years’ experience within the last 10 years as a Chief Negotiator and Management Spokesperson in the successful conclusion of at least ten (10) collective agreements.</p> <p>Each project reference must include the requested information:</p> <ul style="list-style-type: none"> <li>- Client Name</li> <li>- Client Contact Name</li> <li>- Client Title</li> <li>- Duration (mm-yyyy to mm-yyyy)</li> <li>- Phone Number and/or Email</li> </ul>	<p>Provide examples of projects for which the proposed resource has relevant professional work experience.</p> <p>M1 will be further evaluated in Point Rated Criterion PR1</p>	
M2	<p>The Bidder must have two (2) representations as Human Resources Consultant in the role of Chief Negotiator or Representative at the Arbitration Board and/or Conciliation over the last five (5) years.</p> <p>Each project reference must include the requested</p>	<p>Provide examples of projects for which the proposed resource has relevant professional work experience.</p> <p>M2 will be further evaluated in Point Rated Criteria PR2</p>	



	<p>information:</p> <ul style="list-style-type: none"> <li>- Client Name</li> <li>- Client Contact Name</li> <li>- Client Title</li> <li>- Duration (mm-yyyy to mm-yyyy)</li> <li>- Phone Number and/or Email</li> </ul>		
M3	<p>The Bidder must demonstrate experience in writing Arbitration/Conciliation Briefs.</p>	<p>Provide a copy of one twenty-page excerpt from an Arbitration/Conciliation Brief of which the proposed resource has written.</p> <p>M3 will be further evaluated in Point Rated Criteria PR4</p>	
M4	<p>The Bidder must demonstrate that the proposed resource has negotiated a minimum of 5 Collective Agreements within the Canadian Federal Public Service preferably for a Separate Agency under <b>Schedule V</b> of the Financial Administration Act (FAA) within the last 5 years.</p> <p>Each project reference must include the requested information:</p> <ul style="list-style-type: none"> <li>- Client Name</li> <li>- Client Contact Name</li> <li>- Client Title</li> <li>- Duration (mm-yyyy to mm-yyyy)</li> <li>- Phone Number and/or Email</li> </ul>	<p>Provide examples of projects for which the proposed resource has relevant professional work experience.</p> <p>Separate Agency as specified in the article 11 of the Financial Administration Act. <b>“separate agency”</b> means a portion of the federal public administration named in Schedule V.</p> <p>M4 will be further evaluated in Point Rated Criteria PR6</p>	

**2. Point Rated Evaluation Criteria:**

Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed in this section.

In this section, details should be provided regarding the qualifications, relevant experience and expertise of the proposed personnel. The experience of each proposed resource must be clearly identified by providing a summary/description of the previous projects worked on, the role and responsibilities of the resource(s) in each referenced project, the start/end dates, the dollar value and the name and location of the organization along with the name and contact information of a reference within the organization.

The bidder must obtain the required overall minimum passing mark of **70%** in the point rated criterion.

<b>Employee Relations Consultant –Senior</b>				
<b>Criteria #</b>	<b>Point Rated Evaluation Criteria</b>	<b>Required Supporting Information</b>	<b>Max. Points</b>	<b>Score</b>
<b>PR1</b>	<p>Demonstrate that the proposed resource has relevant professional experience in excess of the five (5) years stated in M1 to collective bargaining negotiations as a Human Resource Consultant in the role of Chief Negotiator.</p> <p><b>15 or more years: 25 points</b>  <b>13-14 years: 15 points</b>  <b>11-12 years: 10 points</b>  <b>6-10 years: 5 points</b></p>	<p>Provide examples of projects for which the proposed resource has relevant professional experience in excess of five (5) years in collective bargaining negotiations as a Human Resource Consultant in the role of Chief Negotiator.</p>	<b>25</b>	

<p><b>PR2</b></p>	<p>Demonstrate that the proposed resource has appeared on separate occasions, as an employer or bargaining unit representative, in front of Arbitration Boards and/or Conciliation Boards.</p> <p><b>5 or more occasions: 25 points</b>  <b>4 occasions: 15 points</b>  <b>3 occasions: 5 points</b></p>	<p>Provide examples of projects for which the proposed resource has appeared in front of Arbitration Boards and/or Conciliation Boards.</p>	<p><b>25</b></p>	
<p><b>PR3</b></p>	<p>Demonstrate that the proposed resource has appeared in front of Arbitration Boards and/or Conciliation Boards for employers in the role of Chief Negotiator.</p> <p><b>Yes: 10 points</b></p>	<p>Provide an example of project(s) for which the proposed resource has appeared in front of Arbitration Boards and/or Conciliation Boards for employers.</p>	<p><b>10</b></p>	
<p><b>PR4</b></p>	<p>Demonstrate that proposed resource has experience in writing Arbitration/Conciliation Briefs for employers or bargaining units.</p> <p><b>5 or more occasions: 15 points</b>  <b>4 occasions: 10 points</b>  <b>3 occasions: 5 points</b></p>	<p>Provide examples of projects for which the proposed resource has professional work experience in writing Arbitration Briefs for employers or bargaining units.</p>	<p><b>15</b></p>	
<p><b>PR5</b></p>	<p>Demonstrate that the proposed resource has experience in writing Arbitration Briefs for employers.</p> <p><b>Yes: 10 points</b></p>	<p>Provide examples of projects for which the proposed resource has professional work experience in writing Arbitration Briefs for employers.</p>	<p><b>10</b></p>	
<p><b>PR6</b></p>	<p>Demonstrate that the proposed resource has negotiated for employers within the Canadian Federal Public Service preferably for a Separate Employer under Schedule V of the Financial Administration Act (FAA).</p>	<p>Provide examples of projects for which the proposed resource has negotiated in the Federal Public Service of Canada preferably for a Separate Employer under Schedule V of the Financial Administration Act (FAA).</p>	<p><b>25</b></p>	



	<p><b>5 or more occasions: 25 points</b>  <b>4 occasions: 15 points</b>  <b>3 occasions: 5 points</b></p>			
PR7	<p>Demonstrate that the proposed resource has knowledge and experience in collective bargaining negotiations in the Federal Public Service of Canada.</p> <p><b>6 or more occasions: 25 points</b>  <b>5 occasions: 15 points</b>  <b>3 occasions: 5 points</b></p>	<p>Provide examples of projects for which the proposed resource has knowledge and experience in collective bargaining negotiations in the Federal Public Service of Canada.</p>	25	
PR8	<p>Demonstrate that the proposed resource has knowledge and experience in interest-based collective bargaining negotiations.</p> <p><b>4 or more occasions: 25 points</b>  <b>3 occasions: 15 points</b>  <b>1 occasion: 5 points</b></p>	<p>Provide examples of projects for which the proposed resource has knowledge and experience in interest-based collective bargaining negotiations.</p>	25	
PR9	<p>Demonstrate that the proposed resource has knowledge of and experience with a funding-based Federal Government Department or Agency.</p> <p><b>One year or more: 10 points</b>  <b>Up to one year: 5 points</b></p>	<p>Provide examples of projects for which the proposed resource has knowledge of and experience a funding-based Federal Government Department or Agency.</p>	10	
<b>Total Points</b> (minimum passing mark 120 points)			<b>/170</b>	



### 3. Financial Evaluation

For the purposes of bid evaluation, **Attachment 2 to Part 4 – Pricing Schedule** of the RFP will be used.



**Attachment 2 to Part 4 - Pricing Schedule**

**The Bidder must complete this pricing schedule and include it in its financial bid.**

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

- a. All travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985.c.N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws-lois.justice.gc.ca/eng/acts/N-4/> ;
- b. Any travel expenses for travel between the Contractor's place of business and required locations within Canada;

Each firm, all inclusive deliverable payment specified below includes overhead expenses such as administrative support, facsimile, courier, photo copying, mail, word processing and other operating costs. Accordingly, separate billing of any items related to the routine cost of doing business or time spent travelling will not be permitted under the terms of any resulting contract.

Resource Category/Level	Period of Contract	Firm All-inclusive Per Diem Rate
Chief Negotiator	Contract award to March 31, 2022	<i>To be completed by Bidder \$</i>

**Option Period April 1, 2020 to March 31, 2021**

Resource Category/Level	Period of Contract	Firm All-inclusive Per Diem Rate
Chief Negotiator	April 1, 2022 to March 31, 2023	<i>To be completed by Bidder \$</i>



## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

Bidders must submit as part of their bid the certifications included in **Attachment 1 to Part 5 – Certification** of this RFP duly completed and signed by their authorized representative. Failure to do so will result in a bid being declared non-responsive.

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## Attachment 1 to Part 5 - Certification

### A. Integrity Provisions - Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

#### Integrity Provisions – Required Documentation

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### B. Former Public Servant

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

#### Definitions

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

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

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

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

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[Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

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

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

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

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

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

#### Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

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

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death,

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sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

**D. Education and Experience**

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 term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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

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Name

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Signature

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Date



## Part 6- SECURITY REQUIREMENTS

There is a security requirement at the level of **Reliability** associated with the provision of these services. Please consult Annex C Security Requirements Checklist.

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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Security Requirements

The following security requirements apply and form part of the Contract.

#### **Security requirement for Canadian supplier: Public Works and Government Services Canada file #Common-Professional Services Security Requirement Check List #6**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)
2. The Contractor/Offeror personnel requiring access to protected information, assets or sensitive work site(s) must EACH hold a valid **Reliability Status**, granted or approved by CISD/PWGSC
3. The Contractor/Offeror must not remove any protected information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
5. The Contractor/Offeror must comply with the provisions of the:
  1. Security Requirements Check List and security guide (if applicable), attached at Annex C
  2. Industrial Security Manual (Latest Edition)

### 7.2 Statement of Work

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

### 7.3 Standard Clauses and Conditions

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

### 7.4 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### 7.5 Term of Contract

#### 7.5.1 Period of the Contract

The initial Contract period is from contract award to March 31, 2022.

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## 7.5.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 7.6. Authorities

### 7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Eric Lavigne  
Title: Procurement Officer  
Organization: Social Sciences and Humanities Research Council of Canada (SSHRC)  
Address: 350 Albert Street, Ottawa, ON, K1A 1H5  
Telephone: 613-995-5538  
Email address: [Tenders@sshrc-crsh.gc.ca](mailto:Tenders@sshrc-crsh.gc.ca)

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

### 7.6.2 Project Authority

The Project Authority for the Contract is:

Name: TBA  
Title:  
Organization:  
Address:  
Telephone:  
Email address:

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



### 7.6.3 Contractor's Representative

TBD

### 7.7 Proactive Disclosure of Contracts with Former Public Servants (if applicable).

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

### 7.8 Payment

#### 7.8.1 Basis of Payment

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

#### 7.8.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 7.8.3 Method of Payment

Monthly Payments

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

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:



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

## 7.9 Invoicing Instructions

Payment will only be made upon submission of an invoice to the satisfaction and acceptance of the Project Authority specified herein. Invoices must be submitted on the Contractor's own invoice form and must be prepared to show:

- Company name, address, etc.;
- Business Number (For Incorporated Contractors);
- GST Number or HST Number
- Destination (Client's address);
- Date;
- Contract No;
- Period in which services were rendered;
- The following certification signed by the Contractor or an authorized officer:
  - *"I certify that I have examined the information provided above, including the legal name, address, and Canada Revenue Agency identifier, and that it is correct and complete, and fully discloses the identification of this Contractor."*

The Contractor will send the invoice **electronically**, whenever possible, to the following email address: [Payables@sshrc-crsh.gc.ca](mailto:Payables@sshrc-crsh.gc.ca). Invoices are only to be sent by mail when electronic submission is not possible.<sup>1</sup>

### Direct Deposit Initiatives

The Government of Canada is transitioning from cheques to electronic payments, including the use of direct deposit. A direct deposit is a stable, fast, convenient, secure and reliable payment method used by the Receiver General for Canada to make deposits (one-time only payments or regularly occurring payments) directly into a specified bank account on a payment date.

To ensure timely payment, please complete the [Payee and Direct Deposit Enrolment Form](#), including your complete mailing address, a valid email address and your banking information for direct deposits. Please scan the completed form and send electronically to [Vendors@sshrc-crsh.gc.ca](mailto:Vendors@sshrc-crsh.gc.ca). If you prefer to receive a cheque, you will only need to complete part A and C of the form.

For each direct deposit payment, an email is automatically sent to the beneficiary indicating the payment details (invoice number, account/customer number etc.). Cheque stub details are longer provided, due to the elimination of the stub by the Government of Canada.

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<sup>1</sup> If you are unable to send the invoice electronically, invoices can be sent to the following address:  
Accounts Payable, SSHRC  
350 Albert, 18<sup>th</sup> floor  
Ottawa, Ontario K1A 1H5



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## 7.10 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

## 7.11 Certifications and Additional Information

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 in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 7.12 Replacement of Specific Personnel

1. Since specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
  - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
  - b. security information on the proposed replacement as specified by Canada, if applicable.
3. If it is necessary to replace personnel, the Contractor must give at least ten working days' notice in writing to the Project Authority. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## 7.13 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing co-operation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 7.14 Applicable Laws

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



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### 7.15 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

### 7.16 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

### 7.17 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) General Conditions - 2010B (2018-06-21), Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Checklist
- (f) the Contractor's bid dated \_\_\_\_\_.

### 7.18 Inspection

All reports, deliverables, documentation and all services rendered under this Contract shall be subject to inspection by the Project Authority or a designated representative, prior to acceptance. Should the work or any portion thereof not be in accordance with the requirements of the Contract, the Project Authority shall have the right to reject it or require its correction at the sole expense of the Contractor. Any communication with the Contractor regarding the quality of work performed on this Contract shall be undertaken by official correspondence through the Project Authority and the Contracting Authority.

### 7.19 Insurance Requirements

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



## 7.20 Representations and Warranties

The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

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## **ANNEX "A"** **STATEMENT OF WORK**

### **1.0 TITLE**

Chief Negotiator in the Federal Public Service for the Social Sciences and Humanities Research Council of Canada (SSHRC).

### **2.0 OBJECTIVE:**

To acquire the services of a qualified experienced professional to work with and represent SSHRC as the Chief Negotiator for the renewal of the Collective Agreements between SSHRC and its two bargaining units with the Public Service Alliance of Canada (PSAC) for the upcoming round of negotiations.

### **3.0 BACKGROUND**

SSHRC is a federal research funding agency which employs approximately 220 employees. SSHRC is a Separate Agency and as such, carries the powers and responsibilities of the Treasury Board in matters related to the management of this workforce, including collective bargaining.

Two Collective Agreements exist between SSHRC and PSAC. The Agreements are very similar. Each applies to a distinct category of classification groups: the Administrative Support category (GR-01 to GR-04) and the Administrative and Foreign Services category (GR-05 to GR-10).

The Collective Agreements of SSHRC expired on March 31, 2018. As a result, SSHRC has entered into, or will be entering, negotiations with the bargaining agent for the purpose of renewing the Collective Agreements.

Collective bargaining is logistically challenging due to the time commitment and effort required to prepare for and participate in the negotiation process. There is no qualified internal resource to assign to this body of work therefore, acquiring assistance from outside SSHRC is necessary.

### **4.0 TASKS/LEVEL OF EFFORT**

- Identification of legislative and governmental priorities and issues.
- Management and participation in the raising of mandates for collective bargaining.
- Liaison activities with bargaining agent, Treasury Board Secretariat and Federal Public Sector Labour Relations and Employment Board (FPSLREB), including Order in Council, injunction, and any other official and documents as required.
- Costing and compensation analysis.
- Preparation and collaboration with Employer Bargaining Team.
- Development of bargaining positions and strategies, including draft proposals and counter-proposals of SSHRC.
- Face to face negotiations.
- Communication and briefings to senior management and others as required.
- Third party processes (e.g. mediation, conciliation, arbitration).
- HR contingency planning (if applicable).
- Ratification and signing of collective agreement.
- Prepare whole de-briefing sessions, to be conducted with HR officials and Senior Management following each negotiation and/or mediation session.



## 5.0 PERIOD OF CONTRACT

The initial Contract will cover from Contract Award to March 31, 2022 and an option to extend for one (1) additional one (1) year periods up to and including March 31, 2023.

## 6.0 SCOPE

The Contractor will provide a resource with the strategic and technical expertise to provide advice and guidance for the negotiations during the upcoming collective bargaining. This resource will act individually as the Chief Negotiator on behalf of SSHRC and must have a minimum of five years' experience in collective bargaining as Chief Negotiator. The Contractor must be prepared to meet with HR officials and Senior Management from SSHRC regarding negotiation strategies. He/she must also meet with representatives from TBS and with PSAC to present SSHRC's views, proposals, and options during Collective Bargaining.

## 7.0 CLIENT SUPPORT

SSHRC will:

- Provide translation services, as needed.
- Prepare the final versions of the new Collective Agreements.
- Arrange logistics/locations for meetings.
- Provide access to all Human Resources policies
- Provide a work plan and schedule
- 

## 8.0 DELIVERABLE

The Contractor will:

- Attend an initial meeting with SSHRC, to be held no later than one (1) week following the award of the contract to refine/confirm the approach and schedule.
- A second meeting with the SSHRC will be scheduled in a timely manner to assist HR officials and Senior Management in the development of a negotiation strategy and framework comprised of each step of the upcoming negotiation and contingency plans should negotiation fail.
- Submit an outline of the work covered during the period of each submitted invoice.
- Produce Meeting Reports following meetings with Human Resources and Senior Management, comprised of the following:
  - date and amount of time spent in each activity;
  - produce written reports on research conducted to provide advice to Human Resources and Senior Management;
  - participate in all meetings relevant to negotiations including mediation;
  - maintain effective communication with the Technical Lead as required either by telephone, facsimile, electronic mail or personal meetings;
  - positions of the union and detailed summary of each topic discussed.
- Prepare, for signature of both parties, any changes negotiated to the collective agreement.
- Produce a Final Report that would identify an overview of the negotiations, the items that can be settled on while those that cannot with a detailed explanation of the union's stance.

## 9.0 LANGUAGE REQUIREMENTS

The proposed resource must be able to communicate effectively, orally and in writing, in both Official Languages.



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## 10.0 SECURITY REQUIREMENTS

The proposed resource must have a Reliability clearance. No contract will be awarded unless this requirement is met. SSHRC will NOT initiate a security screening request if the successful contractor's resource is not security cleared at this level.

## 11.0 LOCATION OF WORK

On and Off SSHRC premises – National Capital Region.

## 12.0 MEETINGS

The work will primarily be done off site, but the individual will be required to come in to the Technical Lead's workplace for meetings with the collective bargaining team and senior management when necessary.

## 13.0 CONSTRAINTS

The requirements for this contract are:

- Individual must hold a Reliability Clearance
- The language requirement is English and French
- Experience negotiating in the Federal Public Service of Canada would be an asset
- The individual must have a minimum of 5 years of experience negotiating as Chief Negotiator in the past 10 years with successful conclusion of at least 10 Collective Agreements.
- Experience in interest-based bargaining would be an asset.
- Individual must have at least two representations as Chief Negotiator/Representative at mediation and conciliation/arbitration.
- Knowledge of the current collective bargaining environment for the greater public service and/or separate employers as well as the operations of the Federal Public Sector Labour Relations and Employment Board (FPSLREB).

**ANNEX "B"**  
**BASIS OF PAYMENT**

**(a) Professional Services:**

The Contractor will be paid in accordance with the Basis of Payment detailed in this Annex "B" for Work performed pursuant to the Contract. The rates in Annex B will not exceed the Firm Per Diem Rates set out in Annex "C" of the Standing Offer/Supply Arrangement.

**(b) Definition of a Day/Proration:**

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours}}$$

**(c) Travel**

Work is to be performed within the National Capital Region (NCR). The Crown will not accept any travel expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

**CONTRACT PERIOD: Date of Contract Award to March 31, 2022**

Category of Personnel	Name of Proposed Resource	Firm Per Diem Rate (A)
Chief Negotiator	Inserted at contract award	\$

**Option Period April 1, 2020 to March 31, 2023**

Category of Personnel	Name of Proposed Resource	Firm Per Diem Rate (A)
Chief Negotiator	Inserted at contract award	\$



**ANNEX "C"**  
**SECURITY REQUIREMENTS CHECK LIST**

COMMON-PS-SRCL#6



Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat <b>S20-18107</b>
Security Classification / Classification de sécurité UNCLASSIFIED

**SECURITY REQUIREMENTS CHECK LIST (SRCL)**

**LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information	
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	
	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
	SECRET SECRET <input type="checkbox"/>
	TOP SECRET TRÈS SECRET <input type="checkbox"/>
	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

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Security Classification / Classification de sécurité  
UNCLASSIFIED





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

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

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

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

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

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

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

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

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET Très SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC Très SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / <input type="checkbox"/> Yes Non / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) <i>MARK BERINCKT</i>	Title - Titre <i>procurement officer</i>	Signature <i>Mark Berinck</i>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date <i>2019-08-19</i>
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature Saumur, Jacques O	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Jacques Saumur  
Contract Security Officer  
Contracts Security Division | Division des contrats sécurité /  
Contract Security Program | Programme de sécurité des contrats /  
Public Services and Procurement Canada | Services publics et Approvisionnement Canada  
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