Canada Economic

**Solicitation No. – N° de l'invitation:** 9K001-S22-0136

# REQUEST FOR PROPOSAL

**RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:** 

approvisionnements@decced.gc.ca

Procurement -Approvisionnements Canada Economic Development for Quebec Regions Développement économique Canada pour les régions du Québec 800, René-Lévesque West -Ouest Suite - Bureau 500 Montréal (Québec) H3B 1X9

# **REQUEST FOR PROPOSAL**

Comments - Commentaires

**Vendor/Firm Name and address** Raison social et l'adresse du fournisseur/de l'entrepreneur

Date \_

Title - Sujet				
Human resources consultant				
Solicitation No. – N° de l'invitation	on		endment No. – N°	
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9K001-S22-0136  Client Reference No. – N° de réfe	órance	<b>,</b> Г	Date	
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at – à 2:00 PM			EDT / HAE	
on – le 2022-02-03				
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Plant-Usine: ☐ Destination: ☐				
Address Inquiries to – Adresser	toutes	s que	estions à :	
Danie Boulianne				
Telephone No. – Nº de téléphone	e :	Fa	x No. – N° de fax	
504 207 4500				
581-397-4568  Destination – of Goods, Service	s. and	Con	struction:	
Destination – des biens, service				
Canada Economic Development				
for Quebec Regions				
800, René-Lévesque West – Oues	st			
Suite – Bureau 500 Montréal (Québec)				
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Nom et titre de la personne autorisée à signer au nom du				
Fournisseur/de l'entrepreneur (t d'imprimerie)	aper ou	u ecr	ire en caractere	
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#### **PART 1 – GENERAL INFORMATION**

#### 1.1 INTRODUCTION

This bid solicitation #9K001-S22-0136 is divided into seven parts plus annexes and, attachments as follows:

- Part 1 General Information: provides a general description of the requirement;
- **Part 2 Bidder Instructions:** provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid:
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection:
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security Requirements: includes specific requirements that must be addressed by bidders;
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Work, the Basis of Payment, the Security Requirement Check List (SRCL), Bid Evaluation Criteria, the Bid Submission Form and the Certifications.

#### 1.2 SUMMARY

- a. This bid solicitation is being issued to satisfy the requirement of Canada Economic Development for Quebec Regions, (the "client") for Task and solutions professional services (TSPS) under the TSPS Supply Arrangement (SA) method of supply.
- b. It is intended to result in the award of one (1) contract for the first year, from the date of contract award to March, 31 2022, plus two (2) one-year irrevocable options of one year each, allowing Canada to extend the term of the contract.
- c. There is a security requirement associated with this requirement. For additional information, see Part 6 – Security Requirements, and Part 7 – Resulting Contract Clauses. Bidders should consult the "<u>Security Requirements on PWGSC Bid Solicitations – Instructions for Bidders</u>" document on the Departmental Standard Procurement Documents (http://ssi-iss.tpsgc-pwgsc.gc.ca) Website.
- d. The period of the Contract is from the date of contract award until March 31st, 2022 inclusively.
- e. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoFTA), the Canada-Panama Free Trade Agreement (CPanFTA), The Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA) and, if it is in force.
- f. The TSPS Supply Arrangement E60ZT-16TSSB/D is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TSPS SA.

Only selected TSPS SA Holders currently holding a TSPS SA for Tier 1 in the Quebec region under the E60ZT-16TSSB/D series of SAs are invited to compete. SA Holders may not submit a bid in response to this bid solicitation unless they have been invited to do so. However, should an uninvited SA Holder wish to be invited, it may contact the Contracting Authority to request an invitation at any time prior to five (5) days before the published bid closing date, and an invitation will be made to that SA Holder unless it would not be consistent with the efficient operation of the procurement system. In no circumstance will such an invitation require Canada to extend a bid closing date. The following SA Holders have been initially invited to bid on this requirement. Where



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additional invitations are made during the bid solicitation process, it may be that they are not reflected in a solicitation amendment.

- Altis Human Resources Inc.
- ARTEMP PERSONNEL SERVICES INC.
- BEVA Global Management Inc.
- Calian Ltd.
- Collective Staffing and Writing Services Inc.
- Donna Cona Inc.
- Econ Inc.
- Excel Human Resources Inc.
- Fast Track Staffing, 49 Solutions in Joint Venture
- IT/NET OTTAWA INC, KPMG LLP, in joint venture
- Janique Simard-Ouellette
- KPMG LLP
- Protak Consulting Group Inc.
- Raymond Chabot Grant Thornton Consulting Inc.
- RHEA INC.
- The Institute on Governance
- g. SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA # E60ZT-16TSSB/D as that joint venture at the time of bid closing in order to submit a bid.
- h. The Resource Category described below are required on an as and when requested basis in accordance Annex "A" of the TSPS RFSA:

TSPS ID	Resource category		Estimated number of Resources required
1.1	Human resources consultant	Level 3 - Senior	1

### 1.3 DEBRIEFING

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 provided in writing, by telephone or in person.

# 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 <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada (PWGSC).
- b. 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.
- c. The <u>2003</u> (2020-05-28) Standard Instructions Goods or Services Competitive Requirements are incorporated by reference into and form part of the bid solicitation, If there is a conflict between the provisions of 2003 and this document, this document prevails.

# 2.2 SUBMISSION OF BIDS

Bids must be submitted only to Canada Economic Development (CED) for Quebec Regions by the date and time indicated on page 1 of the bid solicitation.

Bidders must send their bid to the Contracting Authority by email to <a href="mailto:approvisionnements@dec-ced.gc.ca">approvisionnements@dec-ced.gc.ca</a>



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# 2.3 FORMER PUBLIC SERVANT [Complete this section]

#### a. Information Required

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 with FPS, 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.

#### b. Definition

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:

- i. an individual;
- ii. an individual who has incorporated;
- iii. a partnership made of former public servants; or
- iv. 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.

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

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

As per the above definitions, is the Offeror a FPS in receipt of a pension ? Yes  $\Box$  No  $\Box$ 

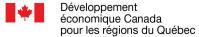
If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <a href="Contracting Policy Notice: 2012-2">Contracting Policy Notice: 2012-2</a> and the <a href="Guidelines on the Proactive Disclosure of Contracts">Guidelines on the Proactive Disclosure of Contracts</a>.

# b. Work Force Adjustment Directive





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Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive ? Yes  $\square$  No  $\square$ 

If so, the Offeror must provide the following information:

- i. name of former public servant;
- ii. conditions of the lump sum payment incentive;
- iii. date of termination of employment;
- iv. amount of lump sum payment;
- v. rate of pay on which lump sum payment is based;
- vi. period of lump sum payment including start date, end date and number of weeks;
- vii. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

#### 2.4 ENQUIRIES - BID SOLICITATION

- a. All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- b. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### 2.5 APPLICABLE LAWS

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

<u>Note to Bidders:</u> A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their bid submission.

# 2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries – Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

# 2.7 BID CHALLENGE AND RECOURSE MECHANISMS

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)



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(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

#### **PART 3 – BID PREPARATION INSTRUCTIONS**

#### 3.1 BID PREPERATION INSTRUCTIONS

a. The bid must be gathered per section and separated as follows:

Section I: Technical Bid (1 electronic copy by email) Section II: Financial Bid (1 electronic copy by email) Section III: Certifications (1 electronic copy by email)

Section IV: Additional Information

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

- b. **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid.
  - i. use a numbering system that corresponds to the bid solicitation;
  - ii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
  - iii. Include a table of contents.
  - iv. Soft copies will be accepted in any of the following electronic formats:
    - Portable Document Format .pdf
    - Microsoft Word 97/2000 (.doc)

# c. Submission of Only One Bid:

- i. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be "related" to a Bidder if:
  - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
  - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- iii. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

# d. Joint-Venture Experience:

i. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk



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services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third-party N, however, that experience cannot be used because the third-party N is not part of the joint venture that is bidding.

ii. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

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

That show in total 100 billable days.

iv. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

#### 3.2 SECTION I: TECHNICAL BID

The technical bid consists of the following:

- Bid Submission Form: Bidders are requested to include the Bid Submission Form in Attachment 3.1 Part 3 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- ii. **Security Clearance:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

SECURITY INFORMATION:
Name of individual as it appears on security clearance application form:
Level of security clearance obtained:
Validity period of security clearance obtained:
Security Screening Certificate and Briefing Form file number:



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If the Bidder has not included the security information in its bid, the Contracting Authority will provide the Bidder with an opportunity to submit the security information during the evaluation period. If the Bidder has not submitted the security information within the period set by the Contracting Authority, its bid will be declared non-responsive.

# iii. Substantiation of Technical Compliance:

The technical bid must substantiate the compliance with the specific articles of Attachment 4.1 - Part 4 - Bid Evaluation Criteria, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bidthis information can be referenced in the "Reference" column of Attachment 4.1 - Part 4 - Bid Evaluation Criteria, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

- iv. **For Proposed Resources**: The technical bid must include résumés for the resources as identified in Attachment 4.1 Part 4 **Bid Evaluation Criteria**. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
  - A. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work.
  - B. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
  - C. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

# 3.3 SECTION II: FINANCIAL BID

- a. Pricing: Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex "B" of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive hourly rate in Canadian dollars in each cell requiring an entry in the pricing tables.
- b. **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods.

#### 3.4 SECTION III: CERTIFICATIONS

Bidders are to submit the certifications required under Part 5 that have not been included in the Technical Bid



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# ATTACHMENT 3.1 - PART 3 **TSPS BID SUBMISSION FORM**

(TO BE FILLED	IN BY BIDDER)		
Bidder's full legal name			
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name		
	Title		
	Address		
	Telephone #		
	Fax#		
	Email		
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003]	'		
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	As per TSPS Holder Supply Arrangement.		
Former Public Servants	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?  Yes No		
See the Article in Part 2 of the bid solicitation entitled	If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"		
Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program?		
	Yes No		
	If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"		
Security Clearance Level of Bidder			
[include both the level and the date it was granted)			
i. Name of Individual as it appears on security clearance application:	i.		
ii. Level of security clearance obtained and expiry date:	ii. 		
iii. Security Screening Certificate and Briefing Form file number	iii.		

On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

- 1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;
- 2. This bid is valid for the period requested in the bid solicitation;
- 3. All the information provided in the bid is complete, true and accurate; and
- 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.



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ire of Authorized Representative of	

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

#### 4.1 EVALUATION PROCEDURES

- a. Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b. An evaluation team composed of CED representatives will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c. In addition to any other time periods established in the bid solicitation :
  - i. Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.

#### 4.2 TECHNICAL EVALUATION

# a. Mandatory Technical Criteria:

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment  $4.1 - Part \ 4 - Bid$  Evaluation Criteria.

# b. Point-Rated Technical Criteria:

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 4.1 – Part 4 – Bid Evaluation Criteria.

# 4.3 FINANCIAL EVALUATION

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

The Bidder must be able to provide a proposal based on a firm all-inclusive hourly rate in accordance with the detailed pricing schedule in Annex B. To meet this requirement, the Bidder must complete the Annex B – Basis of Payment and include it in his financial bid.

#### 4.4 Basis of Selection – Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
  - a. Comply with all the requirements of the bid solicitation; and
  - b. Meet all mandatory criteria; and
  - c. Obtain the required minimum of 150 points overall for the technical evaluation criteria. The rating is performed on a scale of 250 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive



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- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection – Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Techr	nical Score	115/135	89/135	92/135
Bid Evaluated	l Price	\$55,000	\$50,000	\$45,000
Calculations	Technical Merid Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
Calculations	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83,84	75,56	80,89
Overall Rating		1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>



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# ATTACHMENT 4.1 – PART 4 EVALUATION CRITERIA

# **Mandatory Technical Criteria**

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

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

#	Mandatory Technical Criteria	CRITERIA SATISFY (YES OR NO)	REFERENCE (page confirming that criteria was met)
M1.	Successful in the Public Service Commission Appointment Framework Knowledge Test		
M2.	Experience working with central agencies (Public Service Commission, Treasury Board Secretariat)		
M3.	Experience working with small organizations (less than 1000 employees) in the core public administration.		
M4.	Experience working in change management and specifically the implementation of workforce adjustment and priority administration.		
M5.	Experience in implementing one or more new organizations in the core public service.		

# **Point Rated Technical Criteria**

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

The Bidder must provide and describe the necessary documentation to support compliance with this requirement. Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately. The marking scheme for each criterion is shown in the table below.

#	CRITERIA RATED BY POINTS	MAXIMUM OF POINTS AWARDED	MINIMUM OF POINTS REQUIRED	POINTS AWARDED	REFERENCE (page confirming that criteria was met)
R1.	The bidder must demonstrate that the proposed resource has extensive and recent experience in conducting various staffing processes from beginning to end, to include developing documents such as statement of merit criteria, rating guides and assessment tools.				





# REQUEST FOR PROPOSAL

	*Extensive is defined as a minimum of five years			
	**Recent is defined as occurring within the past two years			
	Total :	50	30	
R2.	The bidder must demonstrate that the proposed resource has recent experience providing staffing advice and guidance to Senior Level Officers such as, Deputy Heads and Executive Committee members.  *Recent is defined as within the last two years	20	40	
D2	Total:	20	10	
R3	The bidder must demonstrate that the proposed resource has recent experience performing screening of applicants, participating on selection boards, writing board reports and performing reference checks.  *Recent is defined as within the last two years.			
	Total :	50	30	
R4	The bidder must demonstrate that the proposed resource has experience providing advice and guidance on the work force adjustment Directive and on the consideration of priorities within the public service.			
	Total :	30	20	
R5	The Bidder must demonstrate that the proposed resource has experience in the review, development, and implementation of departmental staffing and labor relations instruments (such as, but not limited to, the appointment and related policies, experience reviewing an organization's linguistic profiles, grievance levels or prevention of harassment and violence in the workplace).			
	Total :	50	30	
R6	The bidder must demonstrate that the proposed resource has experience in using systems such as, Public Service Resourcing System, Priority Information Management System, Human Resources Information System, PeopleSoft or MyGCHR.			
	Total :	50	30	
	Maximum of points rated for the technical criteria:	250	450	
	Minimum of points rated for the tech		150	
		Y	our result :	



#### REQUEST FOR PROPOSAL

#### **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

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

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

#### 5.1 CERTIFICATIONS REQUIRED WITH BID

Bidders must submit the following duly completed certification(s) as part of their bid.

# 5.1.1 Integrity Provisions - Declaration of Convicted Offences (does not apply)

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

#### 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

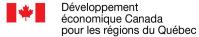
The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting. Please sign attachment 5.1 – Part 5 – Certifications.

#### a. Professional Services Resources

- i. By submitting a bid, the Bidder certifies that, if it is 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.
- ii. By submitting a bid, 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
- iii. If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, 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.

# b. Certification of language - Bilingual Essential





#### REQUEST FOR PROPOSAL

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.

# c. Submission of Only One Bid

By submitting a bid, the Bidder is certifying that it does not consider itself to be related to any other bidder.

# **ATTACHMENT 5.1 - PART 5 CERTIFICATIONS**

The following certifications must be signed and attached to the Contractor's bid at the time of submission to Canada.

1.	CERTIFICATION OF STUDY AND EXPERIENCE
submit history	dder certifies that it has verified all the information provided in the résumés and supporting documents ted with its bid, specifically the information relating to the achievements, experience and employment, and that these include are accurate. In addition, the Bidder warrants that each person he or she is sible for is responsible for performing the work specified in the resulting contract.
Print	Name and Signature of Authorized Person Date
2.	CERTIFICATION OF STAFF AVAILABILITY
propos	dder certifies that, if he obtains the resulting contract from the bid solicitation, each individual ed in his bid will be available to perform the Work, as requested by the representatives of Canada, ime specified in the bid solicitation or agreed with the latter.
Print	Name and Signature of Authorized Person Date
3.	CERTIFICATION OF STAFF REGULATIONS
a bid, t	idder has proposed a person who is not an employee of the Bidder, the Bidder certifies, by submitting hat it has the permission of the individual to provide its services for the performance of the Work and nit his résumé in Canada. The Bidder must, upon request from the Contracting Authority, provide a

# **CERTIFICATION OF LANGUAGE - BILINGUAL ESSENTIAL**

Print Name and Signature of Authorized Person

The Bidder certifies that, if he obtains the resulting contract from the bid solicitation, each person proposed in his bid must be able to speak fluently in both official languages of Canada (French and English). The proposed person must communicate verbally and in writing (French and English) without assistance and with few errors

Date

written confirmation, signed by the individual, of the permission given to the Bidder and of its availability.

Failure to respond to the request could result in the bid being declared non-responsive.



Canada Economic Development for Quebec Regions

REQUEST FOR PROPOSAL	Solicitation No. – N° de l'invitation:	9K001-S22-0136
Print Name and Signature of Authorized F	Person Date	

# **PART 6 – SECURITY REQUIREMENTS**

#### 6.1 SECURITY REQUIREMENTS

- 1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

# PART 7 – RESULTING CONTRACT CLAUSES

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

# 7.1 STATEMENT OF WORK

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

#### 7.2 STANDARD CLAUSES AND CONDITIONS

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

# a. General Conditions :

<u>2035</u> (2021-12-02), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

# 7.3 SECURITY REQUIREMENTS

**7.3.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

# **Security clauses**

Security requirement for Canadian supplier: Public Works and Government Services Canada (PWGSC) file # Common professional services security requirement check list #2



#### REQUEST FOR PROPOSAL

- 1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)
- 2. The contractor/offeror personnel requiring access to sensitive work site(s) must **each** hold a valid **reliability status**, granted or approved by the CSP, PWGSC
- 3. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP, PWGSC
- 4. 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. Contract Security Manual (latest edition)

#### 7.4 CONTRACT PERIOD

The period of the Contract is from the date of contract award to March 31st, 2022 inclusive.

#### 7.4.1 OPTION TO EXTEND THE CONTRACT

- i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year period(s) each, under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- ii. Canada may exercise this option at any time by sending a written notice to the Contractor 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 formal contract amendment.

# 7.5 AUTHORITIES

# a. Contracting Authority

The Contracting Authority for the Contract is:

#### **Danie Boulianne**

Procurement and Contract Agent Canada Economic Development for Quebec Regions 800, boul. René-Lévesque Ouest – Bureau 500 Montréal (Québec) H3B 1X9 514-346-8484 Danie.boulianne@dec-ced.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.

# b. Technical Authority [Will be provided at time of Contract award]

The Technical Authority for the Contract is:

Nom : Julie-Ève Picard

Direction :Direction générale : Gens, culture et milieu de travail

Adresse : Pour les régions du Québec

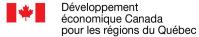
800, boul. René-Lévesque Ouest – Bureau 500

Téléphone :438-364-4803

Courriel : Julie-Eve.Picard@dec-ced.gc.ca

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





#### REQUEST FOR PROPOSAL

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.

c. Contractor's Representative [Complete this section]

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

# 7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

#### 7.7 PAYMENT

#### a. Basis of Payment

- i. **Professional Services:** For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday. Estimated Cost: 1000\$/day (Class D Estimation)
- ii. **Pre-Authorized Travel and Living Expenses:** Canada will not pay any travel or living expenses associated with performing the Work.
- iii. **Competitive Award**: The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- iv. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- v. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

# b. Limitation of Expenditure:

- i. Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Goods and Services Tax, or Provincial Sales Tax or Harmonized Sales Tax is included, if applicable.
- ii. 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.



#### REQUEST FOR PROPOSAL

The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceed 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 when:

- A. It is 75 percent committed, or
- B. 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.

iii. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

# c. Method of Payment - Multiple Payments:

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

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

# d. Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s)

i. Direct Deposit (Domestic and International)

#### e. 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 Contract must repay any overpayment, at Canada's request.

# 7.8 INVOICING INSTRUCTIONS

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

Each invoice must be supported by:

- a) A copy of time sheets to support the time claimed
- 2. Invoices must be distributed as follows:
  - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

# 7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION

#### 7.9.1 COMPLIANCE

Compliance with the certifications provided by the Contractor in its bid or any TA quotation 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.

# 7.10 APPLICABLE LAWS



#### REQUEST FOR PROPOSAL

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

#### 7.11 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. these Articles of Agreement,
- b. General Conditions 2035 (2021-12-02);
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. Annex C, Security Requirement Check List (SRCL);
- f. Supply Arrangement Number E60ZT-16TSSB/D (the "Supply Arrangement");
- g. The Contractor's bid dated: \_\_\_\_\_(will be completed upon the award of the contract).

#### 7.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

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

<u>Note to Bidders:</u> Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.

# 7.13 FOREIGN NATIONALS (FOREIGN CONTRACTOR)

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

#### 7.14 JOINT VENTURE

- a. The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members:
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
  - i. \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
  - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and;
  - iii. all payments made by Canada to the representative member will act as a release by all the members.
- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d. All the members are jointly and severally or solidarily liable for the performance of the entire
- e. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

<u>Note to Bidders:</u> This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.

# 7.15 PROFESSIONAL SERVICES - GENERAL

a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language



#### REQUEST FOR PROPOSAL

proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.

- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten (10) working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

# **Replacement of Specific Individuals**

- I. 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 (5) working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten (10) 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.

The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.

- 2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
  - A. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or:
  - B. assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this subarticle (c)
- 3. Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay» Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- 4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

# 7.16 REPRESENTATIONS AND WARRANTIES

The Contractor made statements regarding its own 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.

# 7.17 DISPUTE RESOLUTION



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- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".



Solicitation No. – N° de l'invitation:

9K001-S22-0136

#### REQUEST FOR PROPOSAL

#### **ANNEX « A »**

#### STATEMENT OF WORK

#### 1.0 Title

Operational and Corporate Staffing and Corporate Labour Relations Services

#### 2.0 Presentation of the Agency

The mandate of the Canada Economic Development Agency for the Regions of Quebec is to promote the economic development of the regions of Quebec, paying special attention to those where slow economic growth is prevalent and employment is inadequate, so as to improve prosperity and employment in the long term.

To foster regional development in Quebec, Canada Economic Development initiates, accompanies and supports development projects through a variety of intervention tools such as financial assistance, the dissemination of economic information and economic animation. The agency works with a clientele made up mainly of SMEs and non-profit organizations that provide services to businesses.

In fulfilling its mandate, Canada Economic Development aims to achieve a strategic outcome: a competitive and diversified economy in the regions of Quebec. Further information on the Agency's mandate and activities can be found at http://www.dec-ced.gc.ca.

# 3.0 Background

# 3.1 Objectives

The People, Culture and Workplace Branch, specifically the Director, Business Partnerships, requires the professional services of an experienced human resources consultant. Specifically, this consultant will provide operational staffing services for all groups and levels, in addition to corporate staffing services, which include reviewing training for HR Officers and HR Advisors (following the cyclical audit), reviewing and updating staffing tools; review and update staffing policies and directives; review and update the departmental appointment framework and related tools; implement the staffing monitoring framework; and report on various staffing, official languages and employment equity issues that have an impact on staffing.

The People, Culture and Workplace Branch, specifically the Director, Strategic Partnerships, requires the professional services of a human resources consultant to review and update policies, guidelines, directives, and procedures.

The Contractor shall provide:

- One (1) senior human resources consultant.

# 3.2 Background, Basis and Specific Scope of the Requirement

Canada Economic Development for Quebec Regions (CED) is a small organization of approximately 400 employees that requires the services of generalist human resources professionals to provide in-house staffing and labour relations services.

# **Deputy Minister**

The Deputy Minister is the functional head of a Government of Canada department. He or she takes direction from a Minister of the Crown and is responsible for the day-to-day operations, budget, and policy and program development of the department. In this sense, it is the Deputy Head.



#### REQUEST FOR PROPOSAL

#### People, Culture and the Workplace Branch

The People, Culture and Workplace Branch (PCWB) is responsible for all human resources services grouped into two teams (Business Partnerships: Staffing, Compensation, Data; Strategic Partnerships: Labour Relations, Classification, Performance and Talent Management, Learning and Development, Equity, Diversity and Inclusion), and an Administration, Security and Facilities team for CED. The Director General is the Chief Human Resources Officer.

#### **Business Partnerships Branch**

The Business Partnerships Branch (BPB) is responsible for both operational and corporate staffing services.

#### Strategic Partnerships Branch

The Strategic Partnerships Directorate (SPD) is responsible for labour relations services.

#### 4.0 Scope of Work

Specifically, as stated herein, the Contractor shall:

In line with public service policies, regulations, laws, the experienced staffing consultant shall provide the following services:

# 4.1 Operational and Corporate Staffing

Operational staffing services performed by the experienced staffing advisor provided to CED for all groups and levels, including the executive category, to support the management and delivery of the staffing program.

Specifically, the work to be performed includes the following:

- Conducting various staffing processes from start to finish, which includes developing documents such as Statements of Merit Criteria, assessment guides and related assessment tools;
- Conducting the screening of applications, Participate in selection boards, write assessment reports and conduct reference checks;
- Advising and providing advice on the Workforce Adjustment and Transition Directive for executives and on the consideration of priority persons in the public service
- Advises and provides advice on employment equity in selection processes and on official languages;
- Independently searches systems such as, but not limited to, the Public Service Resourcing System, the Priority Information Management System, and MesRHGC.
- Analyzes and summarizes information to develop options and make recommendations;
- Plan, organize and prioritize workload;
- Monitor and prepare activity reports with respect to staffing, which is subject to Public Service Commission and CED guidelines.
- Implement, conduct and report on the monitoring of operational staffing files;
- Provide staffing advice and guidance to CED executives, such as the Deputy Minister and Executive Committee members;
- Review and update tools such as letters, checklists, etc;
- Review and update policies, guidelines, directives, staffing procedures;
- Prepares reports for senior management on staffing, representativeness in staffing processes, official languages
- Prepare reports for the Public Service Commission on staffing requirements
- Develop and implement the staffing monitoring framework, issue reports (including recommendations) on staffing monitoring and present them to management and employees in a formal process, to be established;
- Train and coach HR Advisors on the elements identified in the monitoring process and as part of the PE development program;
- Train and coach HR officers on the elements identified in the monitoring process.

# 4.2 Labour Relations



#### REQUEST FOR PROPOSAL

Review and update labour relations policies, guidelines, directives, processes.

#### 4.3 Technical Tasks and Specifications

The experienced consultant shall:

- Work closely with project managers to fully understand organizational requirements and background.

#### **4.4 References**

Without being limited to:

- Public Service Employment Act
- Official Languages Exclusion Approval Order
- Priority Administration
- Workforce Adjustment Directive
- Federal Public Sector Labour Relations Act
- Federal Public Sector Labour Relations Regulations
- Collective Agreements

#### 5.0 Communication and Language

- 5.1 The experienced consultant must be able to express him/herself verbally and in writing in both official languages (French and English).
- 5.2 Duties must be performed with a high level of communication skills; specifically, the ability to communicate with people of all levels of education, experience and knowledge.

# **6.0 Work Location and Travel Requirements**

The contractor may perform the work remotely and will be responsible for locating the facilities and resources required to perform the work. Travel may be required to consult with people or files.

The agency may extend the term of the contract for up to two years on the same basis.

# 7.0 Contractor Qualifications

Education: PSC Appointment Framework Knowledge Test.

Experience working with Central Agencies (Public Service Commission, Treasury Board Secretariat).

Experience working with small central government organizations.

Experience working in change management and specifically the implementation of workforce adjustment and priority administration.

Experience in implementing new organizations.

# 8. Project Managers

The project managers are:

- Director, Business Partnerships
- Director, Strategic Partnerships



REQUEST FOR PROPOSAL

Solicitation No. – N° de l'invitation: 9K001-S22-0136

#### ANNEX « B »

#### **BASIS OF PAYMENT**

# **Basis of Payment - Firm Diem Rates**

The Contractor will be paid firm diem rates as follows, for work performed in accordance with the Contract. Applicable Taxes are extra.

# A- CONTRACT PERIOD – From the date of contract award and ends on March 31st, 2022

TSPS ID	Resource Category	Name	Firm Diem Rate
1.1	Human resources consultant Level 3 – Senior		\$

# **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:

# Hours worked X applicable firm per diem rate

7.5 hours

- i. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.
- ii. All proposed personnel must be available to work outside normal office hours during the duration on the Contract

### B- OPTION TO EXTEND THE CONTRACT

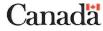
This section applies only if the option to extend the contract is exercised by Canada. During the extended contract period specified below, the Contractor will be paid as specified below to perform all work related to the extended period of the Contract.

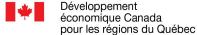
# 1ST YEAR OF OPTION - April 1st, 2022 to March 31st, 2023

TSPS ID	Resource Category	Name	Firm Diem Rate
1.1	Human resources consultant Level 3 – Senior		\$

# 2<sup>ND</sup> YEAR OF OPTION - April 1<sup>st</sup>, 2023 to March 31<sup>st</sup>, 2024

TSPS ID	Resource Category	Name	Firm Diem Rate
1.1	Human resources consultant Level 3 – Senior		\$





# REQUEST FOR PROPOSAL

#### ANNEX « C »

# SECURITY REQUIREMENT CHECK LIST (SRCL)

	СОММО	N-PS-SRCL#2				
■ ■ Government Gouvern	ement	Contract Number / Numéro du contrat				
of Canada du Cana	Sec. 11-961-14	9K001-S22-0136				
		Security Classification / Classification de sécurity Classification / Classification de sécurity Classification de sécurity Classification / Classification de sécurity Classification de	urité			
LISTE DE V	SECURITY REQUIREMENTS CHEC ÉRIFICATION DES EXIGENCES RELAT	:K LIST (SRCL) IVES À LA SÉCURITÉ (LVERS)				
Originating Government Department or Org		2. Branch or Directorate / Direction generale	ou Direction			
Ministère ou organisme gouvernemental d	origine Développement économique Canada	DGGCMV	DGGCMV			
<ol> <li>a) Subcontract Number / Numéro du contra</li> </ol>	at de sous-traitance 3. b) Name and Ad	dress of Subcontractor / Nom et adresse du sous-	traitant			
4. Brief Description of Work / Brève description	on du travail					
Dotation opérationnelle et ministérielle et relatio		_				
<ol> <li>a) Will the supplier require access to Contr Le fournisseur aura-t-il accès à des mar</li> </ol>		•	No Yes			
Regulations? Le fournisseur aura-t-il accès à des don- sur le contrôle des données techniques?			No Yes Non Oui			
<ol><li>Indicate the type of access required / Indic</li></ol>						
Le fournisseur ainsi que les employés a (Specify the level of access using the ch	ire access to PROTECTED and/or CLASSIFIE uront-ils accès à des ranseignements ou à des art in Question 7. c) a tabléeu qui se trouve à la question 7. c)		Non Yes			
PROTECTED and/or CLASSIFIED infor Le fournisseur et ses employés (p. ex. n à des renseignements ou à des biens P	ettoyeurs, personnel d'entretien) auront-ils acc ROTÉGÉS et/ou CLASSIFIÉS n'est pas autors	és à des zones d'accès restreintes? L'accès	Non Yes Oui			
<ol> <li>c) Is this a commercial courier or delivery r S'agit-il d'un contrat de messagerie ou d</li> </ol>	equirement with <b>no</b> overnight storage? de livraison commerciale <b>sans</b> entreposage de	nuit?	No Yes Non 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 avo	vir accès			
Canada	NATO / OTAN	Foreign / Étranger				
7. b) Release restrictions / Restrictions relative						
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN	No release restrictions Aucune restriction relative à la diffusion				

f. c) Level of information / Niveau d'informa	ation	
PROTECTED A PROTÉGÉ A	NATO UNCLASSIFIED NATO NON CLASSIFIÉ	PROTECTED A PROTÉGÉ A
PROTECTED B PROTÉGÉ B	NATO RESTRICTED NATO DIFFUSION RESTREINTE	PROTECTED B PROTÉGÉ B
PROTECTED C PROTÉGÉ C	NATO CONFIDENTIAL NATO CONFIDENTIEL	PROTECTED C PROTÉGÉ C
CONFIDENTIAL CONFIDENTIAL	NATO SECRET NATO SECRET	CONFIDENTIAL CONFIDENTIEL
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TOP SECRET TRÈS SECRET		TOP SECRET TRÉS SECRET
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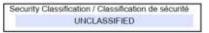
Specify country(ies): / Préciser le(s) pays

TBS/SCT 350-103(2004/12)

Not releasable Å ne pas diffuser

Restricted to: / Limité à :

Specify country(ies): / Préciser le(s) pays





Restricted to: / Limité à :

Specify country(ies): / Préciser le(s) pays



COMMON-PS-SRCL#2

# REQUEST FOR PROPOSAL

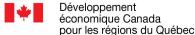
# Contract Number / Numéro du contrat 9K001-522-0136 Government Gouvernement of Canada du Canada Security Classification / Classification de sécurité UNCLASSIFIED

PART A (con	tinued) / PARTIE A (suite)				
		TED and/or CLASSIFIED COMSEC	information or assets?	run. on torout.	No Yes
		nements ou à des biens COMSEC de		ASSIFIÉS?	Non Oui
	rate the level of sensitivity:				
	native, indiquer le niveau de ser				
		y sensitive INFOSEC information or a nements ou à des biens INFOSEC de		97	No Yes
	s) of material / Titre(s) abrégé(s) Number / Numèro du document	du matériel			
		IE B - PERSONNEL (FOURNISSEUR	2)		
		ired / Niveau de contrôle de la sécurit			
	August and the second and the second		San American State of the State	A 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10	
~	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIAL	SECRET SECRET	TOP SEC TRÈS SE	
	TOP SECRET- SIGINT TRÉS SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET		TOP SECRET TRÈS SECRET
	SITE ACCESS ACCES AUX EMPLACEMEN	TS			
	Special comments: Commentaires spéciaux :				
		serving are identified, a Security Classifi			- Berland
	screened personnel be used for	reaux de contrôle de sécurité sont reg portions of the work? ure peut-il se voir confier des parties d	and the state of	ue la securite doit être	No Yes
10,130,000,000	will unscreened personnel be es				□ No □Vo
	affirmative, le personnel en ques				Non Oui
-					
PART C - SAI	FEGUARDS (SUPPLIER) / PAR	TIE C - MESURES DE PROTECTIO	N (FOURNISSEUR)		
INFORMATI	ON / ASSETS / RENSEIGN	EMENTS / BIENS			
		and store PROTECTED and/or CLAS	SIFIED information or assets	on its site or	V No Yes
premise					NonOui
		et d'entreposer sur place des renseig	mements ou des biens PRO1	EGES et/ou	
CLASS	IFIES7				
11. b) Will the	supplier be required to safegua	rd COMSEC information or assets?			□ No □Yes
		des renseignements ou des biens C	OMSEC?		Non Oui
PRODUCTION	ON				
		epair and/or modification) of PROTECT	ED and/or CLASSIFIED mate	rial or equipment	No TYes
	the supplier's site or premises?				Non Oui
	allations du fournisseur serviront- LASSIFIÉ?	elles à la production (fabrication et/ou n	aparation et/ou modification) di	a materier PROTEGE	
ellou Ci	CASSII IL I				
INFORMATIO	ON TECHNOLOGY (IT) MEDIA	/ SUPPORT RELATIF À LA TECHN	OLOGIE DE L'INFORMATIO	N (TI)	
				2002	
tt d) Will the	supplier he required to use its IT's	systems to electronically process, produ	on or store PROTECTED and	or CLASSIFIED	No TYes
	tion or data?	rystems to electronically process, produc	no or sure i restructurate dina	or ourson had	Non Oui
	nisseur sera-t-il tenu d'utiliser ses nements ou des données PROTÉ	propres systèmes informatiques pour tr GÉS et/ou CLASSIFIÉS?	alter, produire ou stocker élect	roniquement des	
It e) Will then	e he an electronic link hetween th	e supplier's IT systems and the govern	ment department or agency?		No TYes
Dispose		re le système informatique du fournisse		agence	Non Oui
TBS/SCT 35	60-103(2004/12)	Security Classification / Classification	ssification de sécurité		

UNCLASSIFIED



Canadä



# REQUEST FOR PROPOSAL

#### COMMON-PS-SRCL#2

Government Gouvernement of Canada du Canada

Contract Number / Numéro du contrat 9K001-S22-0136 Security Classification / Classification de sécurité UNCLASSIFIED

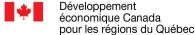
# PART C - (continued) / PARTIE C - (suite) site(s) or premises. Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur. For users completing 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 NATO COMSEC CLASSIFIED CLASSIFIED Category Categore PROTEGE PROTEGE NATO CONFIDENTIAL 8 CONFIDENTIAL CONFIDENTIAL SECRET TRÉS NATO NATO В CONFIDENTE Renseignements / Bier Production 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 PROTEGÉE et/ou CLASSIFIÉE? No Yes if Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier 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? 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, classifier 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).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED







# REQUEST FOR PROPOSAL

# Government Gouvernement of Canada du Canada

#### COMMON-PS-SRCL#1



PART D - AUTHORIZATION / PAR	TIE D - AUTORISATI	ON				
13. Organization Project Authority /	Chargé de projet de l'o	organisme		ם	Card No: Sica Gross June Part, Julie Co.	
Name (print) - Nom (en lettres moulées)		Title - Titre		Signalure	Resett date Ever du document	
Julie-Éve Picard		Directrice, partenariats stratégiques		JulieEve State 1882 51 - 54 - 58 58 000-0000		
Telephone No Nº de téléphone Facsimile No Nº d 438-364-4803		de télécopieur E-mail address - Adresse cou Julie-Eve Picard@dec-ced.go			Date 04-01-2022	
14. Organization Security Authority	Responsable de la se	curité de l'orga	nisme		Digné numerquement par Anthonsteuit.	
Name (print) - Nom (en lettres moul	ēes)	Title - Titre		- Stranger	ambauling: GADA, 0-90, OU-DEC-CED, CNAT	
Savannah Archambault		ASU#41 / AS-02		t, Savannah		
Telephone No Nº de téléphone 438-342-4254	Facsimile No Nº o	de télécopieur	E-mail address - Adresse co savannah archambault@dec	irnel Date		
<ol> <li>Are there additional instructions Des instructions supplémentaire</li> </ol>				nt-elles jointe	Non Yes	
16. Procurement Officer / Agent d'ap	provisionnement	200		(a		
Name (print) - Nom (en lettres moule	ies)	Title - Titre		Signature		
Danie Boulianne		Agente en approvisionnement et contrat		Boulianne		
Telephone No Nº de téléphone 581-397-4568	Facsimile No Nº o	de télécopieur	E-mail address - Adresse o danie.boullanne@dec-ced.g		, Danie	
17. Contracting Security Authority / /	Autorité contractante e	en matière de sé	ecurité	Non-the-	•	
Name (print) - Nom (en lettres moulées)		Title - Titre		Signature		
Jacques Saumur		Quality Assurance Officer		Saumur, Jacques 0 Date: 2019.10.30 08:11:47 -04'00'		
Telephone No N° de téléphone Facsimile No N° de télécopieur		de télécopieur	E-mail address - Adresse cournel Date jacques saumur@tpsgc-pwgsc gc.ca			

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