

REQUEST FOR STANDING OFFERS

**LEADERSHIP ASSESSMENT SERVICES FOR THE BRITISH COLUMBIA, YUKON REGION, ALBERTA,
SASKATCHEWAN, MANITOBA, NORTHWEST TERRITORY AND NUNAVUT REGIONS**

FOR

THE PUBLIC SERVICE COMMISSION

SOLICITATION DATE: August 9, 2016

CLOSING DATE AND TIME: *Tuesday September 20, 2016 at 2:00 p.m.* EASTERN DAYLIGHT SAVING TIME

Standing Offer Authority: **Caroline Chao**
Public Service Commission
Tel: (819) 420-8380
Fax: (819) 420-8368
E-mail: Caroline.Chao@cfp-psc.gc.ca

Backup: **Angèle Fortier-Renaud**
Public Service Commission
Tel: (819) 420-8381
Fax: (819) 420-8368
E-mail: Angele.Fortier-Renaud@cfp-psc.gc.ca

(The Standing Offer Authority is responsible for establishing and administering the contract.)

Proposal Submission:

Proposals must be sent to the Public Service Commission, at one of the following addresses:

For delivery by courier services:

Bid Receiving
SOLICITATION NUMBER: D1120-16-1001
Public Service Commission c/o SCI
Procurement Services
465 Industrial Ave.
Ottawa, Ontario K1G 0Z1

Attention: Caroline Chao

For in-person drop-off :

Bid Receiving
SOLICITATION NUMBER: D1120-16-1001
Public Service Commission
Procurement Services
22 Eddy Street, 12th Floor, Room 12012
Gatineau, Québec K1A 0M7

IMPORTANT: (In-Person Drop-Off)

Please call the Standing Offer authority from the
commissionaire's desk upon arrival.

**It is strongly recommended that the bidder contact the
Standing Offer Authority or the backup and schedule
an in-person drop-off. It is solely the bidder's
responsibility to ensure that the proposal is received at
the address above by the closing date and time.**

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Bidder Information and Authorization**

Bidder Name and Address:
Legal Status (incorporated, registered, etc.)
GST or HST Registration Number and/or Business Identification Number (The Canada Revenue Agency):

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

Print Name	Title
Signature	Date

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	Title
Telephone	Fax
E-Mail	

Board of Directors (use format first name, last name) or include a list as an attachment	
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Each proposal must include a copy of this page properly completed and signed. The Bidder's signature indicates acceptance of the terms and conditions set out herein.

NOTE: It is the Bidder's responsibility to contact the Standing Offer Authority as soon as possible if there are any changes to the Bidder's contact information. The PSC's main method of communicating with Bidders is via email; therefore, it is the Bidder's responsibility to ensure that they verify their email account for important information during both the solicitation period, and the resulting standing offer period. The PSC is under no obligation to contact the Bidder via any other means (such as phone, fax or mail), and should the Bidder miss important deadlines sent to their email address identified above, it will be at no fault of the PSC (unless the Bidder has previously advised the Standing Offer Authority of a change in their email address).

PART 1 - GENERAL INFORMATION

1. Summary

This is a Request for Standing Offers (RFSO) for the establishment of **ten (10) Regional Individual Standing Offers** to satisfy the requirements of the Public Service Commission (PSC) for **Leadership Assessment Services for the British Columbia/ Yukon Region, Alberta region, Saskatchewan region, Manitoba region, Northwest Territory Region, and Nunavut region** on an “as and when requested” basis for a period of two (2) years commencing on the date of the Standing Offer Authorization, with provisions to extend the period for three (3) additional one-year periods. Any extensions of the Standing Offer period will be done under the same terms and conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer. The PSC will consider entering into Standing Offers with Bidders offering the most acceptable proposals determined in regards to the evaluation factors set out in this RFSO.

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 Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.

2. Security Requirement

There is a security requirement associated with the requirements of the Standing Offer.

Before issuance of a Standing Offer, the following conditions must be met:

- a) The Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Appendix “D” – Statement of Work, Section 13.0 – Security Requirements - Standing Offer;
- b) The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

The PSC will not delay the issuance of any Standing Offer to allow bidders to obtain the required clearance.

3. Interpretation

In this RFSO and any resulting Standing Offer or Call-up, unless the context otherwise requires:

1. "Call-up" means an order issued by the Call-up Authority duly authorized to issue a Call-up against a particular Standing Offer. Issuance of a Call-up to the Bidder constitutes acceptance of its Bid and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Bidder for the goods, services or both described in the Call-up;
2. "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Public Service Commission.
3. "Bidder" means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Canada under the Standing Offer;
4. "Standing Offer" means the written offer from the Bidder, the clauses and conditions, these general conditions, Appendixes and any other document specified or referred to as forming part of the Standing Offer;
5. "Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Bidder, to act as the representative of Canada in the management of the Standing Offer.

4. Office of the Procurement Ombudsman (OPO)

The OPO was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

The attached Appendix “A”, General Conditions, Appendix “B”, Supplementary Conditions, Appendix “C”, Terms of Payment, Appendix “D” Statement of Work, Appendix “E” General Conditions – Standing Offers – Goods or Services, Appendix “F” – Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, Appendix “G” – Basis of Payment, Appendix “H” – Security Requirements Check List, Appendix “I” – Confidentiality Agreement and Appendix “J” – Resource Information Sheet are hereby incorporated into and form part of this solicitation. **Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by such instructions.**

All Bidders submitting proposals shall maintain the confidentiality of all information, documents, and material, whether in oral, written, or machine readable form furnished by the PSC and shall not communicate such information, documents or materials to any third party without the prior consent of the PSC.

Integrity Provisions

1. The Ineligibility and Suspension Policy (the “Policy”) in effect on the date the Request for Standing Offers (RFSO) is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the RFSO. The Offeror must comply with the Policy and Directives, which can be found at Ineligibility and Suspension Policy.
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to be issued or is suspended from being issued a standing offer and to enter into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the Request for Standing Offers, the Offeror must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - b. with its offer, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at Declaration form for procurement.
4. Subject to subsection 5, by submitting an offer in response to this Request for Standing Offers, the Offeror certifies that:
 - a. it has read and understands the Ineligibility and Suspension Policy;
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its offer a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and

- f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where an Offeror is unable to provide any of the certifications required by subsection 4, it must submit with its offer a completed Integrity Declaration Form, which can be found at Declaration form for procurement.
6. Canada will declare non-responsive any offer in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after issuance of the Standing Offer that the Offeror provided a false or misleading certification or declaration, Canada may set aside the Standing Offer and terminate for default any resulting contracts. Pursuant to the Policy, Canada may also determine the Offeror to be ineligible for issuance of a standing offer for providing a false or misleading certification or declaration.

2. **Aboriginal Suppliers - Self-identification**

The PSC has made a commitment to increase contracting actions between the federal government and Aboriginal businesses, in accordance with The Procurement Strategy for Aboriginal Business. In order to assist the PSC in reporting contracting activities with Aboriginal businesses, it is important that Aboriginal Bidders identify themselves as such by completing and providing appropriate Certification Requirements which have been developed by the Aboriginal Affairs and Northern Development Canada.

3. **Submission of Bids**

Bidders MUST submit **4 copies** of the **Technical Proposal** and **2 copies** of the **Financial Proposal** to the Public Service Commission (see page 1 for complete address) no later than **September 20, 2016 at 2:00 PM Eastern Daylight Saving Time**. It is the responsibility of the Bidders to ensure that proposals are received at the required address before the closing date and time, and are provided in accordance with Part 3 – Bid Preparation Instructions. **Proposals will not be accepted after 2:00 PM Eastern Daylight time and will be returned unopened to the sender.**

Proposals should be concise and should address, but not necessarily be limited to, the evaluation criteria and selection method. Bids will be evaluated solely on their content. Evaluation criteria not addressed will be given a score of zero. It is the responsibility of the Bidder to obtain clarification of the requirements contained, herein, if necessary prior to submitting a bid using the procedure described in Section 4.

Due to the high risk of technical difficulties and unsecured equipment, electronic transmission of proposals by such means as electronic mail, facsimile, or commercial telex is not considered to be practical and therefore **will not be accepted.**

3.1 **Bid Preparation Instructions**

The PSC requests that Bidders provide their Bid in separately bound sections and in separate envelopes as follows:

- Section I: Technical Bid (4 hard copies)
- Section II: Financial Bid (2 hard copies)

Prices must appear in the Financial Bid only. No prices must be indicated in any other section of the bid. Non-compliance with this condition (for that reason alone) may result in bid disqualification.

The PSC requests that Bidders follow the format instructions described below in the preparation of their bid.

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to that of the Request for Standing Offers;
- c) Include the certifications as a separate section of the Technical Bid.

3.2 Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

The Technical Proposal shall clearly address the following aspects:

1. In the Technical Proposal, the bidder shall demonstrate how the bidder meets the requirements of the RFSO (PART 3 – Evaluation Procedures and Basis of Selection).
2. The bidder may propose one or more individual(s) to provide the services. The evaluation team will evaluate all proposed individuals in accordance with the evaluation procedures described herein.
3. The bidder must provide information indicating how and where he or she acquired the experience described in the technical proposal; otherwise, it will not be included in the evaluation process.
4. To facilitate the evaluation and to ensure that sufficient information is provided to permit a complete evaluation, it is **strongly** suggested that the résumé of each proposed individual be presented using the following format:
 - A. Name of bidder and name of proposed individual.
 - B. Position title or affiliation with bidder.
 - C. Security clearance level of the individual.
 - D. Relevant academic and/or professional qualifications.
 - E. Career summary:
 - a. Individual’s detailed employment history;
 - b. Past experience relevant to the evaluation criteria;
 - c. Organization(s) where the individual was employed, including:
 - i. Organization name and total workforce (permanent, full-time employees);
 - ii. Positions occupied, including start and end dates (mm-yy);
 - iii. Individual’s hierarchical level in the organization;
 - iv. Reporting structure both below and above the individual’s position
5. The following format should be used to demonstrate the experience gained with respect to the number of assessment modules administered (in assessing individuals’ competencies using assessment centre methodology) and the number of assessments conducted using other behaviour-based tools (such as simulation exercises, 360-degree feedback, structured reference check or other interviews):

Experience in assessing individuals’ competencies using assessment centre methodology such as SELEX, SIL, ESCAP, MMDP, Simulation Exercise for Senior Executive, Level 03, AC for IMMP, MTP-IAP or similar assessment centre methodologies				
	Type of assessment centre	Name of Organization	Dates conducted (start and end dates)	Number of Candidates Assessed
Ex.	SELEX	Organization XX,	Sept 2007 to Sept 2010	50
TOTAL NUMBER of candidates assessed				

* An assessment module is one or more individual(s) to be assessed concurrently with the same assessment centre. The number of individuals assessed per module varies depending on the assessment centre used.

Experience in the use of other assessment instruments, such as but not limited to, simulation exercises, behaviour-based structured reference checks, scoring written/in-basket tests, simulation exercises, 360-degree feedback, assessment centres, structured interviews or other assessment techniques				
	Type of assessment centre	Name of Organization	Dates conducted (start and end dates)	Number of Candidates Assessed
TOTAL NUMBER of candidates assessed				

3.3 Section II: Financial Bid

Bidders must submit their Financial Bid in accordance with the Appendix "G" - Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

In the Financial Proposal, bidders must include prices and/or rates for the services to be provided, in Canadian dollars, in compliance with the following pricing basis:

A. For Canadian-based bidders, prices and/or rates of pay for services must be firm and all-inclusive, as indicated in Appendix "G" – Basis of Payment attached, exclusive of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST), where applicable, and inclusive of excise taxes and Canadian customs duties, where applicable, and the deliverables FOB Destination.

B. Workplace and Facilities

The services will be rendered in the PSC office facilities in Canada (mainly in the metropolitan Vancouver area). The necessary facilities, supplies, and equipment will be provided by the Project Authority. Training and orientation sessions and quality assurance reviews will be carried out in facilities provided by the PSC (mainly in the metropolitan Vancouver area) and will be conducted at the expense of the bidder. The PSC will not agree to pay travel and per diem expenses incurred by the bidder to attend the sessions and reviews.

Travel and per diem expenses are INCLUDED in the proposed prices and/or rates for all services requested and provided in the metropolitan Vancouver area (15 km radius from PSC offices in Vancouver).

For services requested and approved by the Project Authority outside of metropolitan Vancouver, the Bidder will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive.

C. The proposed firm all-inclusive prices and/or rates SHALL NOT EXCEED the MAXIMUM all-inclusive prices and/or rates indicated in Appendix "G" – Basis of Payment attached.

D. All firm all-inclusive prices and/or rates that are proposed shall be valid for the initial period of the standing offer and for any authorized extension period.

E. In cases where more than one individual is proposed, the bidder SHALL PROPOSE the same firm all inclusive price and/or rate per item for all individuals.

During the bid evaluation period, Bidders may or may not be required to clarify the details included in bids. Information shall be made available to the PSC within three (3) working days of receipt of a request. Information or clarifications submitted after the three (3) working day deadline will not be accepted. The PSC is under no obligation to request clarification(s) from the Bidder; therefore it is in the Bidder's best interest to include complete, descriptive information in its proposal.

4. Enquiries – Request for Standing Offers

All enquiries must be submitted in writing (either by regular mail or electronic mail) to the PSC Standing Offer Authority (identified on page one (1) of the solicitation document) on or before **four (4) business days** before the RFSO closing date. All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the **Standing Offer Authority (or his or her Backup)** named on page one (1) of the solicitation. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of bids.

Bidders should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable PSC 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 PSC determines that the enquiry is not of a proprietary nature. PSC may edit the questions or may request that Bidders do so, so that the proprietary nature of the question is eliminated, and the enquiry together with the response can be distributed to all Bidders either through a posting on the Government Electronic Tendering Services (GETS) or through electronic mail. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by PSC.

5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in British Columbia.

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.

PART 3 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- a) Bids will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of the PSC will evaluate the bids.

1.1 Technical Evaluation

The Technical Proposal will be evaluated and rated according to the evaluation criteria presented hereinafter. In the proposal, the bidder must address each of the criteria in question in sufficient detail. Experience listed without supporting data indicating where and how it was acquired will be excluded from the evaluation. Rated criteria not covered in the proposal will be given a score of zero.

Proposed resource(s) who meet MR-4 and MR-5 of the mandatory requirements will be considered when marking rated criteria, provided that the Bidder meets all of the mandatory criteria.

Where more than one resource is proposed, the overall rating achieved by each proposed resource shall be added up and divided by the number of resources proposed, which will give the overall rating for the technical part. Proposed resource(s) who did not obtain the specified pass mark will be considered ineligible, and their rating will not be included in calculating the average rating.

1.2 Definitions

The following definitions concern the technical requirements for this request for standing offer:

For the purposes of these definitions, “employed” also means “previously having been employed” and “an employee” or “an Executive” includes “a “previous employee” or “previous Executive”.

- 1.2.1 The term “managerial responsibilities” includes managing projects, operations or deliverables, as well as a budget and human resources.
- 1.2.2 The term “manager” applies to any individual employed by an organization with a workforce of at least 100 employees (permanent, full-time, part-time) who has occupied a management position to which at least **one level of staff** reported and who has been responsible for human and financial resources in the administered sector.
- 1.2.3 The term “executive” applies to any individual employed by an organization with a workforce of at least 300 employees (permanent full-time or part-time) who has occupied a management position to which at least one level of managers (may include a level of employees who have supervisory responsibilities over staff) reported directly or indirectly, and who regularly communicated directly with Senior Executives or the highest levels of management in the organization (e.g., Chief Executive Officer (CEO), Board of Directors) and who has been accountable for human and financial resources in the administered sector.
- 1.2.4 The term “senior executive” applies to any individual employed by an organization with a workforce of at least 300 employees (permanent full time or part-time) who has occupied a management position to which at least one level of executives reported directly, and who regularly communicated directly with the highest levels of management in the organization (e.g., Chief Executive Officer (CEO), Board of Directors) and who has been accountable for human and financial resources in the administered sector OR who has occupied a position that is the highest level of management in the organization (e.g. Chief Executive Officer (CEO), Board of Directors, etc.).
- 1.2.5 The term “organization” includes companies, corporations, businesses, Government of Canada or provincial, municipal, or territorial departments, agencies, Crown Corporations, special operating agencies, government agencies and including but not limited to Business Centers, Sections, Units, Divisions, Directorates and Branches.
- 1.2.6 “Employed” does not count acting appointments toward the experience required for mandatory requirements.
- 1.2.7 A “year” means 12 consecutive or cumulative months, as specified, for the purposes of mandatory requirements.
- 1.2.8 An “Assessment Centre” is a standardized evaluation of competencies and behaviours based on multiple

exercises (e.g., simulations and role plays). In an assessment centre, multiple assessors are used to observe candidates' behaviours and performance. Assessors' judgements of candidate's performance are pooled during an integration meeting using a consensus approach and/or a statistical integration process.

- 1.2.9 An "assessment module" is one or more individuals to be assessed concurrently with the same assessment centre. The number of individuals assessed per module varies depending on the assessment centre used.

1.3 Evaluation Process

The evaluation will be conducted in four stages:

Stage 1

Proposals will be evaluated to ensure compliance with the mandatory requirements for the proposal (MR1, MR2 and MR3).

Once a proposal is considered compliant, each resource proposed will be evaluated individually and independently in stages 2, 3, and 4.

Stage 2

The responses for each of the proposed resources will be evaluated to determine whether they meet mandatory requirements MR4 and MR5. If they do not, the proposed resource(s) in question will not be considered further. The rejection of one or more proposed resource will not affect the other resource(s) proposed by the bidder.

Stage 3

The responses for each Rated Requirement (R.1 to R.5) for each proposed resource will be evaluated and points awarded. Proposed resources who do not obtain 350 points for rated requirement R.1 "Experience as an executive or senior executive related to human resources management" will not be considered further.

Stage 4

The Total Technical Score (sum of points achieved for R.1 through R.5) for each compliant proposed resource will be calculated. The Total Bid Technical Score will be calculated by averaging the total technical score of each compliant proposed resource.

Bidders are reminded that they must respond to each Mandatory and Rated Requirement sufficiently to demonstrate how the requirements are met. Requirements that are not addressed will not be awarded points. Dates, position titles, functions, organizations must be specified and described in sufficient detail.

2. Mandatory Technical Criteria

Table 2.1 - Mandatory Requirements

Bidders are reminded to consult section 1.2 – Definitions prior to demonstrating how they meet the following Mandatory Criteria.

<u>Item #</u>	<u>Mandatory Requirement</u>	<u>Cross-Reference to Proposal</u> <i>(Please indicate section and page # as appropriate)</i>	<u>Met / Not Met</u> <i>(Column for PSC use only)</i>
<u>MR1</u>	<p>The Bidder MUST submit with its technical proposal a completed and signed “Proposal to the Public Service Commission Bidder Information and Authorization” form as provided on page 4 of this solicitation document.</p> <p><i>Bidders who do not submit the “Proposal to the Public Service Commission Bidder Information and Authorization” form with their proposals will have 72 hours (three business days) to provide it. If the copies are not provided within the 72 hours, the proposal will be deemed non-compliant.</i></p>		
<u>MR2</u>	<p>The Bidder MUST submit with its technical proposal, completed and signed copies of all certification clauses provided in PART 4 - CERTIFICATIONS.</p> <p><i>Bidders who do not submit the copies duly completed and signed with their proposals will have 72 hours (three business days) to provide them. If the copies are not provided within the 72 hours, the proposal will be deemed non-compliant.</i></p>		
<u>MR3</u>	<p>The Bidder MUST submit with its technical proposal, a completed and signed copy by EACH resource – Appendix “K” – Confidentiality Agreement.</p> <p><i>Bidders who do not submit the copies duly completed and signed with their proposals will have 72 hours (three business days) to provide them. If the copies are not provided within the 72 hours, the proposal will be deemed non-compliant.</i></p>		
<u>MR4</u>	<p>The proposed resource(s) must have at least a post-secondary degree granted by a recognized Canadian university or college, or an equivalent degree recognized by a Canadian Academic Training Evaluation Service in the case of education received outside Canada, or be granted education equivalency*</p> <p>*Education equivalency is granted for a secondary school diploma and a minimum of 5 years of experience as a manager.</p>		
<u>MR5</u>	<p>The proposed resource(s) must have at least three (3) cumulative years of experience in management, occupying an executive position or higher.</p>		

3. Point Rated Technical Criteria

For a proposal to be given further consideration, at least one of the resources proposed must, as a minimum, obtain the pass mark specified for each of the following categories:

Category	Maximum Mark	Minimum Required (pass mark)
R.1 Experience as an executive or senior executive related to human resources management	500	350
R.2 Experience in management at the senior executive level or higher	300	0
R.3 Post-secondary education	100	0
R.4 Experience in assessment of the competencies of individuals using assessment centre methodology	200	0
R.5 Experience in the use of other assessment instruments	100	0
Total Points Available	1200	

Technical proposals will be evaluated and scored in accordance with the following point-rated criteria. Partial points will not be awarded for the point-rated criteria. Bidders are reminded that proposals should clearly demonstrate each criteria by descriptions of experience including titles, functions and dates, for each proposed resource.

Should the Bidder propose more than one (1) resource, each proposed resource will be evaluated against all the rated criteria. The average of the total points will be calculated among the proposed resources that will have the minimum points required for R.1 and only those will be used as the Total Bid Technical Score for the Technical Evaluation. **The following table should be duplicated and completed for each proposed resource.**

Table 3.1 – Point-Rated Requirements

Bidders are reminded to consult section 1.2 – Definitions prior to demonstrating the following Rated Criteria.

Item#	Rated Requirement	Scoring Guidelines	Minimum Required	Cross-Reference to Proposal (Please indicate section and page # as appropriate)
R1	<p>Experience as an Executive or Senior Executive related to Human Resources Management</p> <p>Experience acquired as an Executive or Senior Executive working directly with executives and/or managers in at least two of the following functions:</p> <ul style="list-style-type: none"> i) assessment and selection of executives and/or managers; ii) development and orientation of executives and/or managers; iii) management of executives and/or managers. <p>Proposed resources who do not demonstrate experience in at least two of the three functions will not be awarded points.</p>	<p>Points are awarded as follows, based on the number of years of cumulative experience in at least two of the three indicated functions:</p> <ul style="list-style-type: none"> 18 years or more 500 16 years or more, but less than 18 475 14 years or more, but less than 16 450 12 years or more, but less than 14 425 10 years or more, but less than 12 400 6 years or more, but less than 10 375 3 years or more, but less than 6 350 	350/500	
R2	<p>Experience in management at the Senior Executive level or higher</p> <p>Experience in management acquired at the Senior Executive level or higher, occupying a Senior Executive position or a higher position</p>	<p>Points are awarded for the highest rank reached:</p> <ul style="list-style-type: none"> 300 pts for: Highest Ranking Senior Executive in an organization 300 250 pts for: Second-highest ranking senior executive in an organization 250 150 pts for: Senior Executive in an organization 150 	0/300	

Item#	Rated Requirement	Scoring Guidelines	Minimum Required	Cross-Reference to Proposal (Please indicate section and page # as appropriate)
R3	Post-secondary education	<p>Points are awarded based on the highest level of education attained:</p> <p>Doctorate 80 Master's 75 Bachelor's 70 Certificate or diploma 50</p> <p>and for the specialization in the highest level of education:</p> <p>Public Administration 20 Business Administration 20 HR / Industrial Relations 15 Social Sciences 10 Applied Sciences 5</p>	0/100	
R4	<p>Experience in assessment of the competencies of individuals using assessment centre methodology</p> <p>Assessment such as, but not limited to: SELEX, SIL, ESCAP, MMDP, Simulation Exercise <i>and</i> Assessment for Executive Level 03: AC for IMMP, MTP IAP or Similar Assessment Centre Methodologies</p>	<p>Points are awarded based on the number of assessment centre (AC) modules conducted:</p> <p>More than 250 AC modules 200 200 AC modules or more but less than 250 160 150 AC modules or more but less than 200 140 100 AC modules or more but less than 150 100 50 AC modules or more but less than 100 50</p>	0/200	
R5	<p>Experience using other standardized assessment instruments</p> <p>(such as, but not limited to, simulation exercises, behaviour-based structured reference checks, scoring written/in-basket tests, structured interviews, 360degree feedback)</p>	<p>Points are awarded based on the number of assessments done:</p> <ul style="list-style-type: none"> • 500 assessments or more: 100 • 400 assessments or more but less than 500 80 • 300 assessments or more but less than 400 70 • 200 assessments or more but less than 300 50 • 100 assessments or more but less than 200 25 • 25 assessments or more but less than 100 10 	0/100	
Overall rating for the technical part			Total =	1200

4. Financial Evaluation

The Bidder must include a completed Appendix “G” – Basis of Payment in its proposal.

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded.

The bids that meet the minimum score as set out in section 1.2 – Point-Rated Technical Criteria above will then be evaluated based on the financial evaluation of the prices/rates proposed in Appendix “G” – Basis of Payment. A Bid Evaluation Value (BEV), which will be used for evaluation purposes only, will be calculated as follows (using the Bidder’s offered prices in Appendix “G” – Basis of Payment):

Bid Evaluation Value (BEV) =

((Bidder’s proposed Firm Batch Price Item 1 + Item 2 + Item 3 + (sum of Items 4) + (Bidder’s Firm all-inclusive Daily Rate for Additional Instruments, Revised Instrument and Other Services)) x 10 hours (for evaluation purpose only)

5. Basis of Selection-Lowest Price Per Point

To be declared responsive, a bid must:

- a) comply with all the requirements of the RFSO;
- b) meet all mandatory requirements; and
- c) obtain the required minimum of points for the rated requirement which are subject to point rating.

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

The recommendations for award will be determined using the evaluated cost-per-point methodology and by ranking responsive Bidders from lowest to highest evaluated cost-per-point. The total estimated cost of each of the responsive proposal not exceeding the specified prices and/or rates will be divided by the overall rating assigned to the Technical Proposal, to determine the cost per point:

$$\text{Formula: } \frac{\text{Total Bid Evaluation Value (BEV)}}{\text{Average Technical Score for the Bidder's compliant proposed resource(s)}} = \text{Cost per point}$$

Fully responsive bidders with lower costs-per-point will be ranked higher on the Standing Offer rotation list. Please see the example that follows.

Example:

Both Bidder A and Bidder B meet parts a), b), and c) above and have therefore been declared responsive.

If Bidder A has a Bid Evaluation Value (BEV) of \$1,600 and has 1,000 technical points, the cost-per-point of Bidder A will be $\$1,600 / 1,000 = \1.60 .

If Bidder B has a BEV of \$1,000 and has 1,200 technical points, the cost-per-point of Bidder B will be $\$1,000 / 1,200 = \0.83 .

Bidder B has the lower cost-per-point and would be ranked higher on any resulting Standing Offer rotation list.

If two (2) or more eligible proposals obtain the same rating, a recommendation will be made to award the contract to the bidder with the best technical rating.

Should there be multiple proposals having identical cost-per points and identical technical scores, the PSC will rank the bidders with the highest points in the following priority order: 1) R2, 2) R1, 3) R4, 4) R5, 5) R3.

PART 4 – CERTIFICATIONS

Bidders must provide the required certifications to be issued a Standing Offer. The PSC will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications Bidders provide to the PSC is subject to verification by the PSC during the bid evaluation period (before issuance of a Standing Offer) and after issuance of a Standing Offer. The PSC Standing Offer Authority will have the right to ask for additional information to verify the Bidders' compliance with the certifications before issuance of a Standing Offer. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the PSC Standing Offer Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Issuance of a Standing Offer

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 PSC Standing Offer 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 PSC Standing Offer Authority and meet the requirements within that time period will render the bid non-responsive.

1.1 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Signature of authorized representative

Date

1.2 Former Public Servant Certification

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Bidders must provide the information required below.

Definitions

For the purposes of this clause,

1. "Former public servant" means a 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 and includes:
 - a) an individual;
 - b) an individual who has incorporated;
 - c) a partnership made up of former public servants; or
 - d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
2. "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 Public Service.
3. "pension" means a pension payable pursuant to the Public Service Superannuation Act, R.S., 1985, c. P-36 as indexed pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24.

Former Public Servant in Receipt of a Pension

Bidders who are former public servants in receipt of a pension must identify themselves as such by completing the following:

- () The bidder is a former public servant in receipt of a pension;
- () The bidder is a former public servant in receipt of a pension who has incorporated;
- () The bidder is a partnership made up of former public servant in receipt of a pension;
- () The bidder is a former public servant in receipt of a pension who his the sole proprietorship or has a major interested in the entity;
- () The bidder is a former public servant not in receipt of a pension.
- () The bidder is NOT a former public servant.

If the Bidder is a FPS in receipt of a pension, the Bidder must provide the following information:

- a) name of the former public servant _____
- b) date of termination of employment or retirement from the Public Service _____
- c) former maximum salary _____
- d) total annual (gross) pension _____

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

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 reduction program _____

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

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

Signature of authorized representative

Date

1.3 Status and Availability of Resources

The Bidder certifies that, should it be issued a Standing Offer as a result of the Request for Standing Offers, every individual proposed in its bid will be available to perform the Work resulting from a Call-up against the Standing Offer as required by Canada's representatives and at the time specified in a Call-up 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 the same or better qualifications and experience. The Bidder must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement.

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 Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

Date

1.4 Conflict of Interest

The Bidder acknowledges and agrees that it is a term of this RFSO that no person who is not in compliance with the provisions of Chapter 2 - Conflict and Interest Measures and Chapter 3 - Post-Employment Measures of the *Values and Ethics Code for the Public Service* (current version) shall derive any direct benefit from this RFSO, any resulting Standing Offer and/or Call-up. The Bidder further acknowledges and agrees that failure to comply with the provisions of chapters 2 and 3 referenced herein will render the Bidder ineligible to provide services under any Standing Offer or Call-up resulting from this RFSO.

The Bidder certifies that he has not accepted or received, directly or indirectly, advantage, benefit, preferential treatment or assistance of any kind through a member of his family or a friend in relation to this RFSO and any resulting Standing Offer or Call-up.

Signature of authorized representative

Date

1.5 Certificate of Independent Bid Determination

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to the Public Service Commission for this Request for Standing Offers do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

(Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - (a) has been requested to submit a bid in response to this call for bids;
 - (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;

6. The Bidder discloses that (check one of the following, as applicable):
 - () the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - () the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. In particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) methods, factors or formulas used to calculate prices;
 - (c) the intention or decision to submit, or not to submit, a bid; or
 - (d) the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph (6)(b) above;
8. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. The terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)

Position Title

Date

PART 5 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Bid

The Contractor offers to perform the Work in accordance with the Statement of Work at Appendix D.

2. Standard Clauses and Conditions

Appendices A, B, C, D, E, F, G, H, I and J are incorporated by reference into and form part of the Standing Offer or any resulting Call-up.

Integrity Provisions

The Ineligibility and Suspension Policy (the “Policy”) and all related Directives incorporated by reference into the Request for Standing Offers on its closing date are incorporated into, and form a binding part of the Standing Offer and any resulting contracts. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada’s website at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.htm>.

3. Period of Standing Offer

The period for making Call-ups against the Standing Offer is for a two (2) year period beginning on the date of Standing Offer Authorization.

If the Standing Offer is authorized for use beyond the initial period, the Contractor offers to extend its bid for an additional three (3) one-year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Contractor will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority (*to be confirmed upon resulting Standing Offer*) for the Standing Offer is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a Call-up, the Standing Offer Authority is responsible for any contractual issues relating to individual Call-ups made against the Standing Offer.

4.2 Project Authority

The Project Authority (*to be confirmed upon resulting Standing Offer*) for the Standing Offer is:

- identified in the Call-up against the Standing Offer.
- the representative of the Division for whom the Work will be carried out pursuant to a Call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Call-up.

5. Call-up Procedures

The workload will fluctuate based on client needs and the number of human resources renewal measures under way in the Federal Public Service of Canada.

The work will be assigned on a **rotational** basis starting with the highest-ranked Contractor available.

As such, the highest-ranked Contractor will be offered the very first work assignment at the start of the standing offer period. Following this very first assignment, a true rotation starts and the next highest-ranked Contractor (meeting all of the selection criteria) will be offered the following work assignment, and so on. This means that subsequent work assignments will not necessarily be offered to the highest-ranking Contractor, unless this Contractor is the next one on the list.

Assignment for work will be determined using the following selection criteria:

1. Language proficiency
2. Specialization
3. Sensitivity and diversity
4. Availability

The selection criteria are defined as follows:

1. Language proficiency

The requested service may require that the services be provided in the language of the client's choosing (French or English) or in the language of the assessment (French or English), as the case may be.

2. Specialization

The requested service may require (as per professional assessment standards or in the best interest of a client) that the work be allocated to a Contractor with a proposed resource who has:

- experience at a given level of leadership (such as Highest Ranking Senior Executive in an organization, Senior Executive, etc.); or
- experience in a specific type of organization, or in a given range of organizations; or
- experience in certain functions or roles (e.g., policy development, operations, work with political level); or
- expertise in a specific field (e.g., financial management, human resources management, management of scientific or professional groups); or
- demonstrated competence or special interest and ability in a particular area of coaching or counselling (e.g., selection methodology, strategic career planning, job search strategies).

3. Sensitivity and diversity

The requested service may require (for professional assessment standards or at a client's request) that the proposed resource be of a specific gender, belong to a visible minority group or have other characteristics necessary for the successful completion of the work as specified in the individual Call-Up.

4. Availability

A given client or assessment process may require the delivery of service during a specific period of time, or within a short time frame, in which case the proposed resource's availability may influence work allocation. If the highest-ranked Contractor meeting the above criteria is unable to provide the services within the required time frame, the project authority may then request the services from the next-ranked Contractor on the list who meets the same criteria, and so on.

Contractors must respond within 48 hours to calls/messages offering work from the Project Authority. If Contractors are aware in advance that they will be away or unavailable for a prolonged period of time, it is their responsibility to inform the project authority. If after two (2) successive times, Contractors do not respond within 48 hours in order to either accept or decline the work being offered, they may be removed from the list and/or no longer considered for future work.

6. Call-up Instrument

The Project Authority will authorize work by phone or by email amongst Standing Offer Holders, based on the on the Call-up procedures listed above. Once the work has been carried out, the Standing Offer Holder will invoice the PSC for the monthly services. Once approved by the Project Authority, a Call-up using form PWGSC-TPSGC 942, "Call-up against a Standing Offer", will be issued in accordance to the pre-authorize work and accepted invoice.

7. Limitation of Call-ups

Individual Call-ups against the Standing Offer must not exceed \$10, 000 (Goods and Services Tax or Harmonized Sales Tax included).

7.1 Needs Exceeding the Allowable Limit of \$10,000 for Call-ups:

For requirements exceeding the \$10,000 limit, a call-up must be awarded in advance of the work commencing. Individual Call-ups exceeding \$10,000 can only be authorized using a PWGSC-TPSGC 942

form, "Call-up against a Standing Offer", signed by the Standing Offer Authority or one of his or her representatives and awarded prior to work commencing.

8. Invoicing

An invoice is to be provided at the end of the month, for work completed within that same month.

9. Priority of Documents

If there is a discrepancy between the wordings 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.

- 9.1 The Call-up against the Standing Offer, including any Appendixes;
- 9.2 Appendix "A" – General Conditions of a Service Contract;
- 9.3 Appendix "B" – Supplementary Conditions of a Service Contract;
- 9.4 Appendix "C" - Terms of Payment of a Service Contract;
- 9.5 Appendix "D" – Statement of Work;
- 9.6 The articles of the Standing Offer;
- 9.7 Appendix "E" – General Conditions – Standing Offers – Goods or Services;
- 9.8 Appendix "F" – Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements; and
- 9.9 The Contractor's bid _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of issuance of the bid: "*, as clarified on _____" *or* "*, as amended _____.* (*insert Date of clarification(s) or amendment(s) if applicable*)

10. Status and Availability of Resources

If for reasons beyond its control, the Contractor is unable to provide the services of an individual named in its bid, the Contractor may propose a substitute with similar qualifications and experience. The Contractor must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. The Standing Offer Authority will provide its approval for the substitution prior to a call-up issuance.

If the Contractor is unable to provide a substitute with the equal or superior qualifications and experience, Canada may set aside the Standing Offer.

11. Closure of Government Offices

Where the Contractor's employees are providing services on government premises pursuant to any Call-up resulting from this Standing Offer and the premises become non-accessible due to evacuation or closure of government offices, and consequently no work is being performed as a result of the closure, the PSC will not be liable for payment to the Contractor for the period of closure.

B. RESULTING CONTRACT CLAUSES (FOR CALL-UP)
APPENDIX “A” - General Conditions of a Service Contract
APPENDIX “B” - Supplementary Conditions of a Service Contract
APPENDIX “C” - Terms of Payment of a Service Contract

The above documents are available at the following Web site: <http://www.psc-cfp.gc.ca/abt-aps/bus-aff/index-eng.htm>

APPENDIX “D” - Statement of Work

1.0 Title:

Leadership Assessment Services for the Public Service Commission of Canada (PSC), for the British Columbia/ Yukon Region, Alberta region, Saskatchewan region, Manitoba region, Northwest Territories region, and Nunavut region.

2.0 Objective:

The objective of this Request for Standing Offers is to establish ten (10) standing offers with one or more contractors able to supply professional services related to the administration of assessment instruments to the Personnel Psychology Centre (PPC) of the PSC in the British Columbia/ Yukon Region, Alberta region, Saskatchewan region, Manitoba region, Northwest Territories region, and Nunavut region, on an “as and when required basis,” in accordance with the general conditions of the standing offer.

3.0 Background:

The PPC in the British Columbia and Yukon Region designs and delivers customized personnel assessment services to all federal departments and agencies within the Region. It also services federal clients in the remaining western provinces (i.e., Alberta, Saskatchewan, Manitoba, the Northwest Territories, and Nunavut). The PPC in the British Columbia and Yukon Region also administers other assessment instruments (e.g., for national management development programs) and adapts its instruments to meet specific client requirements and needs, including management simulation exercises, 360-degree feedback, structured reference checks, various types of paper-and-pencil tests, in-basket exercises and other custom-designed instruments.

4.0 Assessment Centres (AC) and/or Additional or Revised Instruments:

As assessment instruments administered by the PPC may be revised and/or additional instruments may be developed during the course of the resulting Standing Offer, the Project Authority reserves the right to introduce modified or revised instruments to the current list.

5.0 Description of Work:

The work to be provided by contractors as authorized by the Project Authority includes any or all of the following tasks:

1. Scoring “in-basket” and written exercises as part of an assessment centre or a simulation;
2. Observing behaviour during simulations (individual and group exercises) or assessment centres;
3. Taking verbatim (word for word) notes of observations and discussions;
4. Participating in role-play situations;
5. Participating in structured interviews;
6. Completing summary sheets to summarize observations;
7. Integrating assessment data (assessors share observations and reach consensus on the rating);
8. Preparing reports;
9. Administering tests and simulations;
10. Receiving candidates when they report on site;
11. Preparing and revising assessment material on site;
12. Providing feedback to candidates and departments on the results obtained with the assessment instruments used;
13. Providing clarifications and explanations on the work done and report(s) written to help psychologists give feedback to candidates;
14. Participating in information and feedback sessions to give specialized advice, lessons learned and recommendations; and
15. Carrying out other related administrative tasks on site;
16. Any other services related to the assessment of the competencies or abilities of employees of the Public Service, as requested by the PPC.

6.0 Language Requirement

The language of work will be primarily in English. Where French will be required, an assessor who meets this requirement will be chosen from the Standing Offer Holders.

7.0 Contractor Training and Orientation Sessions:

7.1 Standing Offer Holder Training and Orientation Sessions

Before an initial Call-Up is placed, the Standing Offer Holder MUST attend the following training and/or orientation sessions.

7.2 Training and Orientation Sessions:

Before a standing offer can be authorized, the contractor's proposed resource(s) must attend specific training and/or orientation sessions for assessors. The contractor's proposed resource(s) must participate in a training and/or orientation session of up to three (3) days for each of the instruments and assessment services to be supplied. The training session(s) will consist of a review of the specific assessment approach or method used and/or the competencies to be assessed, as well as the contractor's role and responsibilities, in accordance with the general conditions of the standing offer. Some training sessions may include the shadowing of assessments. **Attendance at an initial training or orientation session shall be at the contractor's sole expense and at no cost to the Crown.**

8.0 Conditions for Work Allocation and Proposed Resource Performance:

8.1 Initial call-up

In order for its first call-up to be placed, the Contractor's proposed resource(s) must attend the training and/or orientation sessions specified in section 7.0 above. The proposed resource(s) must meet the quality assurance criteria (QAC) described in the Quality Assurance Monitoring Report in section 8.3 of this RFSO. The proposed resource(s)'s participation and performance during the training session will be subject to monitoring by the project authority.

8.2 Future work requirements

During the period of the standing offer, the Project Authority will conduct regular quality assurance checks to monitor the work done by the Contractor's proposed resource(s). The Quality Assurance Monitoring Report will be used to record the results. The Project Authority will also meet with the Contractor and/or its proposed resource(s) on an "as needed" basis for quality assurance (QA) review and feedback purposes.

The frequency of monitoring will depend on the service provided but will be at least once a year with or without prior notice. The Contractor shall allow the project authority to monitor the assessment process at any time.

To be called back in the future, the proposed resource(s) must pass the applicable quality assurance checks (QAC) described in the Quality Assurance Monitoring Report each time the work is checked. If the proposed resource(s)' performance is found unsatisfactory on one of the applicable criteria, corrective measures will be recommended and the Contractor and/or its proposed resource(s) will be given time to correct the situation. If the proposed corrective measures do not allow the situation to be corrected within the established time frame, the Contractor and its proposed resource(s) will no longer be able to provide services for the specific assessment component or instrument(s) or service(s) identified in the unsatisfactory performance report.

8.3 Quality assurance checks (QAC)

During the period of the standing offer, the Project Authority will conduct regular quality assurance checks to monitor the work done by the proposed resource(s), using the Quality Assurance Monitoring Report shown below. The project authority or responsible psychologist will meet with each Contractor or proposed resource, as required, for quality assurance review and feedback. The monitoring will take place anytime throughout the year and may or may not be announced in advance. **Attendance at a quality assurance review and feedback session shall be at the Contractor's sole expense and at no cost to the Crown.**

QUALITY ASSURANCE MONITORING REPORT

Contractor's Name:	Date:
Proposed resources Name:	

In-basket/Written Exercises <ul style="list-style-type: none"> gives standardized instructions uses proper marking scheme when scoring appropriate explanations provided when necessary 	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Non Applicable <input type="checkbox"/>	Comments
Group Discussion / Individual Meetings Presentation / Question Period <ul style="list-style-type: none"> observes attentively asks standardized questions takes verbatim notes follows standardized instructions and guidelines 	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Non Applicable <input type="checkbox"/>	Comments
Interview (in person or by telephone) <ul style="list-style-type: none"> uses proper tone and standardized questions asks effective probing questions takes verbatim notes verbal and non-verbal cues indicate attention 	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Non Applicable <input type="checkbox"/>	Comments
Role Play <ul style="list-style-type: none"> uses standardized scripts and prompts when appropriate communicates clearly proper tone takes appropriate notes responds adequately modifies interactions appropriately 	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Non Applicable <input type="checkbox"/>	Comments
Summary Sheets <ul style="list-style-type: none"> provides appropriate behavioural examples sufficient information on sheets no biased information or impressions checks indicate demonstrated, observed behaviours 	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Non Applicable <input type="checkbox"/>	Comments
Integration <ul style="list-style-type: none"> proper use of behavioural indicators constructive/collegial contribution to consensus ratings are justified provides relevant developmental recommendations when required 	Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Non Applicable <input type="checkbox"/>	Comments

<p>Reports/Notes</p> <ul style="list-style-type: none"> • detailed, complete, impartial • no spelling or grammar mistakes • no protected or discriminatory information • deals effectively with dimensions/competencies assessed 	<p>Satisfactory <input type="checkbox"/></p> <p>Unsatisfactory <input type="checkbox"/></p> <p>Non Applicable <input type="checkbox"/></p>	<p>Comments</p>
<p>Feedback/Consultation</p> <ul style="list-style-type: none"> • gives useful information and advice • adapts to client interests • appropriate balance between structure and adaptation to client needs • elicits client solutions 	<p>Satisfactory <input type="checkbox"/></p> <p>Unsatisfactory <input type="checkbox"/></p> <p>Non Applicable <input type="checkbox"/></p>	<p>Comments</p>
<p>Professional Courtesy and Demeanour</p> <ul style="list-style-type: none"> • maintains harmonious relations with peers, and clients (departmental clients, candidates, PPC and PSC staff) • adopts a collegial approach with co-workers • shows sensitivity, makes tactful and respectful comments • professional behaviour • meets deadlines • shows discretion • keeps appointments <p>Quality of Client Contacts</p> <ul style="list-style-type: none"> • empathy, genuine attention • adapts to client level and needs • respectful • appropriately balances support and challenges <p>Teamwork</p> <ul style="list-style-type: none"> • maintains positive relations with peers and staff • performs administrative tasks • open to guidance from psychologists • appropriate balance between autonomy and consultation in service delivery • contributes to service development <p>Current Knowledge</p> <ul style="list-style-type: none"> • takes initiative to update knowledge of Public Service environment • shares knowledge • keeps specialized knowledge current 	<p>Satisfactory <input type="checkbox"/></p> <p>Unsatisfactory <input type="checkbox"/></p> <p>Non Applicable <input type="checkbox"/></p>	<p>Comments</p>
<p>Other comments</p>		
<p>Proposed Corrective Measures</p>		

Project Authority / PPC Psychologist Name:	Date:
Project Authority / PPC Psychologist Signature:	
Feedback provided by:	Date:
Proposed resource' signature*:	Date:
Contractor's signature*:	Date

* Signature to confirm that Contractor and/or proposed resources have received information and feedback regarding this Quality Assurance Monitoring Report

9.0 Reporting Requirements:

The contractor and/or the proposed resource(s) must prepare one or more assessment reports for certain instruments and services, as established by the Project Authority.

Each report must usually be submitted to the Project Authority no later than the day after the integration (for assessment instruments) and must be delivered on USB key, CD-ROM, or by secure electronic mail (to be determined with and approved by the Project Authority) in an electronic format compatible with PSC systems and templates (Word). The Project Authority will confirm the deadline for report submission when the work is assigned to the contractor.

Each report (and the accompanying notes, where applicable) submitted by the proposed resource will be systematically checked for quality and evaluated by the PSC psychologist responsible for the project, who will determine whether the report meets the following quality standards:

- the report is detailed;
- the report is complete;
- the report is impartial;
- the report does not contain any spelling or grammar errors;
- the report is properly formatted;
- the report does not contain any confidential, protected or discriminatory information;
- the information contained in the report is directly and solely related to the dimensions assessed;
- the quantity, quality and depth of the information are sufficient to support the ratings.

Reports that do not meet the above standards will be considered incomplete and will be returned to the contractor who will be required to make the necessary changes with no additional charge to Canada.

10.0 Place of Work and Travel:

A) ON SITE

The training and orientation sessions described in this section and the quality assurance review meetings also described in this section will be conducted at PSC premises mainly in Vancouver.

The contractor will be paid for attending the training sessions (other than initial training, shadowing and orientation sessions for each assessment instrument or service to be supplied), in accordance with section 3 – Other Training Sessions of Appendix “G” – Basis of Payment of this standing offer.

Attendance at the initial training and orientation sessions for each assessment instrument or service to be supplied and attendance to Quality Assurance (QA) review meetings shall be at the contractor’s sole expense and at no cost to The Crown.

The services will be provided at the offices of various federal government departments and agencies mainly in Vancouver, unless otherwise specified by the project authority. The PSC will provide furnished, equipped offices (personal computer and access to the Division’s local network will be subject to the usual security requirements) where necessary, as determined by the Project Authority.

B) CONTRACTOR’S OFFICES

If work is to be done at the Contractor’s offices, all the security requirements indicated in Article 12 of this Statement of Work will apply.

C) TRAVEL

Travel outside the 15 km radius from the Vancouver office may be necessary and must be pre-approved in writing by the Project Authority and will be reimbursed in accordance with the National Joint Council Travel.

11.0 Cancellation of Authorized Work:

- 11.1 Without limiting the scope of the other terms and conditions, the Project Authority may cancel any work authorization, in whole or in part, by giving verbal or written notice at least five (5) calendar days before the scheduled date and time of the requested work. There shall be no charges to Canada for such cancellation.
- 11.2 If the Project Authority cancels a work authorization without giving the contractor notice at least five (5) calendar days prior to the scheduled date and time of the requested work, cancellation fees may be paid to the Contractor. Cases in which a payment will be made to the contractor and the related cancellation fees are indicated in Appendix "G".
- 11.3 Should the Project Authority cancel a work authorization, the contractor will be offered the next available call-up for which the Holder is qualified.

12.0 Security Requirements:

The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, approved by the PSC.

The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware and comply with this restriction.

The Contractor MUST comply with the provisions of the:

- a) Security Requirement Check List, attached at Appendix "H"
- b) Industrial Security Manual (Latest Edition)

Confidentiality and Material:

- 12.1 The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties. The Contractor shall not disclose any such information to any person without the written permission of the PSC, except that the Contractor may disclose to a subcontractor authorized by the PSC, information necessary for the performance of the Subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such Subcontract. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time .
- 12.2 When the Contract, the Work, or any information referred to in subsection 12.1 is identified as PROTECTED by Canada, the Contractor shall at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by the PSC.
- 12.3 Without limiting the generality of subsections 12.1 and 12.2, when the Contract, the Work, or any information referred to in subsection 12.1 is identified as PROTECTED by Canada, the PSC shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractor complies with, all written instructions issued by the PSC dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

13.0 Restrictions on the use of materials provided by the Crown

The contractor acknowledges and agrees that any and all materials and information provided by the Crown to the contractor in the context of this Standing Offer and its resulting work, are the exclusive property of the Crown and cannot be shared with any third party (private or public) or used outside the context of this Standing Offer and its resulting work without the express written permission of the Public Service Commission (PSC).

These materials and information include but are not limited to assessment tools, materials provided to assist in the administration of the assessment tools, test simulation binders, documentation (e.g. handouts, sample questions, competency profiles) used as aids to coaching clients, as well as information and materials provided to the contractor by the PSC as part of training sessions given in support of this Standing Offer and its resulting work.

14.0 Intellectual Property:

Other than what is specifically provided for in this Standing Offer, any intellectual property arising from the performance of the services described herein shall vest with the Contractor.

APPENDIX “E” - General Conditions – Standing Offers – Goods or Services

01	Interpretation
02	General
03	Standard Clauses and Conditions
04	Bid
05	Call-ups
06	Withdrawal
07	Revision
08	Disclosure of Information

01 Interpretation

In the Standing Offer, unless the context otherwise requires,

"Call-up" means an order issued by the Call-up Authority duly authorized to issue a Call-up against a particular Standing Offer. Issuance of a Call-up to the Contractor constitutes acceptance of its Bid and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Contractor for the goods, services or both described in the Call-up;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Public Service Commission.

"Contractor" means the person or entity whose name appears on the signature page of the Standing Offer and who bids to provide goods, services or both to Canada under the Standing Offer;

"Standing Offer" means the written bid from the Contractor, the clauses and conditions, these general conditions, Appendixes and any other document specified or referred to as forming part of the Standing Offer;

"Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Contractor, to act as the representative of Canada in the management of the Standing Offer.

02 General

The Contractor acknowledges that a Standing Offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any goods, services or both listed in the Standing Offer. The Contractor understands and agrees that Canada has the right to procure the goods, services or both specified in the Standing Offer by means of any other contract, Standing Offer or contracting method.

03 Standard Conditions and Clauses

Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16, the clauses and conditions identified in the Standing Offer by number, date and title are incorporated by reference and form part of the Standing Offer and any contract resulting from the Standing Offer as though expressly set out in the Standing Offer and resulting contract.

04 Bid

1. The Contractor offers to provide and deliver to Canada the goods, services or both described in the Standing Offer, in accordance with the pricing set out in the Standing Offer as and when the PSC may request such goods, services or both, in accordance with the conditions listed at sub-section 2 below.

2. The Contractor understands and agrees that:

- (a) a Call-up against the Standing Offer will form a contract only for those goods, services, or both, which have been called-up, provided that such Call-up is made in accordance with the provisions of the Standing Offer;
- (b) Canada's liability is limited to that which arises from Call-ups against the Standing Offer made within the period specified in the Standing Offer;
- (c) the Standing Offer cannot be assigned or transferred in whole or in part;
- (d) the Standing Offer may be set aside by Canada at any time.

05 Call-ups

The PSC will use the form specified in the Standing Offer to order services. They may also be ordered by other methods such as telephone, facsimile or electronic means. Typically, the Standing Offer Holder will be given a written statement of the work that is requested, along with a maximum time or funding allotted for this work. Call-ups will be provided to the contractors on a monthly basis, following the completion of this previously authorised work. Call-ups made by telephone must be confirmed in writing on the document specified in the Standing Offer.

Call-ups against the Standing Offer paid for with the Government of Canada acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

06 Withdrawal

In the event that the Contractor wishes to withdraw the Standing Offer after authority to Call-up against the Standing Offer has been given, the Contractor must provide no less than thirty (30) days written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. The thirty (30) day period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Contractor must fulfill any and all Call-ups which are made before the expiry of that period.

07 Revision

The period of the Standing Offer may only be extended, or its usage increased, by the Standing Offer Authority issuing a revision to the Standing Offer in writing.

08 Disclosure of Information

The Contractor agrees to the disclosure of its Standing Offer unit prices or rates by Canada, and further agrees that it will have no right to claim against Canada, the PSC, their employees, agents or servants, or any of them, in relation to such disclosure

APPENDIX “F” - Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements

Code of Conduct for Procurement

- 01 Standard Instructions, Clauses and Conditions
- 02 Definition of Bidder
- 03 Submission of Bids
- 04 Late Bids
- 05 Legal Capacity
- 06 Rights of Canada
- 07 Vendor Performance
- 08 Price Justification
- 09 Bid Costs
- 10 Conduct of Evaluation
- 11 Joint Venture
- 12 Conflict of Interest - Unfair Advantage
- 13 Entire Requirement
- 14 Further Information

To comply with the *Code of Conduct for Procurement* (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>) Bidders must respond to Requests for Standing Offers (RFSOs) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the RFSO and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the contract.

To ensure fairness, openness and transparency in the bidding process, payment of a contingency fee by any party to a contract to a person to whom the *Lobbyists Registration Act*, R.S. 1985, c. 44 (4th Supplement) applies is prohibited.

By submitting a bid, the Bidder certifies that it meets the above requirements.

Bidders further understand that the commission of certain offences may render them ineligible to be awarded a contract. By submitting a bid, the Bidder declares that it has never been convicted of an offence under

Section 121 (*Frauds on the government and Contractor subscribing to election fund*), Section 124 (*Selling or Purchasing Office*), Section 380 (*Fraud committed against Her Majesty*) or Section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or under paragraph 80(1)(d) (*False entry, certificate or return*) subsection 80(2) (*Fraud against Her Majesty*) or Section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.

01 Standard Instructions, Clauses and Conditions

Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16, the instructions, clauses and conditions identified in the RFSO, Standing Offer and resulting contract(s) by number, date and title are incorporated by reference into and form part of the RFSO, Standing Offer and resulting contract(s) as though expressly set out in the RFSO, the Standing Offer and the resulting contract(s).

02 Definition of Bidder

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a Standing Offer to bid goods, services or both under a Call-up resulting from a Standing Offer. It also includes the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

03 Submission of Bids

1. Canada requires that each bid, at closing date and time or upon request from the Standing Offer Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section 15.
2. It is the Bidder's responsibility to:
 - (a) obtain clarification of the requirements contained in the RFSO, if necessary, before submitting a bid;
 - (b) prepare its bid in accordance with the instructions contained in the RFSO;
 - (c) submit by closing date and time a complete bid;
 - (d) send its bid only to the PSC as specified on page 1 of the RFSO or to the address specified in the RFSO;
 - (e) ensure that the Bidder's name, return address, and RFSO number are clearly visible on the envelope or the parcel(s) containing the bid; and,
 - (f) provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFSO.
3. If Canada has provided Bidders with multiple formats of a document (for example, a document may be downloaded through the Government Electronic Tendering Service (GETS) but may also be made available on CD-ROM through GETS), the format downloaded through GETS will take precedence. If Canada posts an amendment to the RFSO revising any documents provided to Bidders in multiple formats, Canada will not necessarily update all formats to reflect these revisions. It is the Bidder's responsibility to ensure that revisions made through any RFSO amendment issued through GETS are taken into account in the alternate formats it uses of RFSO documents.
4. Bids will remain open for acceptance for a period of not less than ninety (90) days from the closing date of the RFSO, unless specified otherwise in the RFSO. Canada reserves the right to seek an extension of the bid validity period from all responsive Bidders in writing. If the extension is accepted by all responsive Bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive Bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the RFSO.
5. Bids and supporting information may be submitted in either English or French.
6. Bids received on or before the stipulated RFSO closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the Access to Information Act, R.S. 1985, c. A-1 and the Privacy Act, R.S. 1985, c. P-21.
7. Unless specified otherwise in the RFSO, Canada will evaluate only the documentation provided with a Bidder's bid. Canada will not evaluate information such as references to Website addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

04 Late Bids

The PSC will return bids delivered after the stipulated RFSO closing date and time.

05 Legal Capacity

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder **must** provide, if requested by the Standing Offer Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Bidders submitting a bid as a joint venture.

06 Rights of Canada

Canada reserves the right to:

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

07 Vendor Performance

1. Other than has already been specified herein, Canada may reject a bid where any of the following circumstances is present:
 - (a) the Bidder, or any employee or subcontractor included as part of the bid, has been convicted under Section 121 (*Frauds on the government & Contractor subscribing to election fund*), Section 124 (*Selling or purchasing office*), Section 380 (*Fraud committed against Her Majesty*) or Section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code or under paragraph 80(1)(d) (*False entry, certificate or return*) subsection 80(2) (*Fraud against Her Majesty*) or Section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.
 - (b) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which renders the Bidder ineligible to submit a bid for the requirement;
 - (c) an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which would render that employee or subcontractor ineligible to submit an bid for the requirement, or the portion of the requirement the employee or subcontractor is to perform;
 - (d) with respect to current or prior transactions with the Government of Canada:
 - (i) the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - (ii) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
 - (iii) Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
 - (iv) Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a bid pursuant to a provision of subsection 1, other than 1.(b), the Standing Offer Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.

08 Price Justification

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justifications:

- (a) a current published price list indicating the percentage discount available to Canada; or
- (b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- (c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- (d) price or rate certifications; or
- (e) any other supporting documentation as requested by Canada.

09 Bid Costs

No payment will be made for costs incurred in the preparation and submission of a bid in response to the RFSO. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

10 Conduct of Evaluation

1. In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
 - (a) seek clarification or verification from Bidders regarding any or all information provided by them with respect to the RFSO;
 - (b) contact any or all references supplied by Bidders to verify and validate any information submitted by them;
 - (c) request, before issuance of any Standing Offer, specific information with respect to Bidders' legal status;
 - (d) conduct a survey of Bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFSO;
 - (e) correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the RFSO; in the case of error in the extension of prices, the unit price will govern.
 - (f) verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties;
 - (g) interview, at the sole costs of Bidders, any Bidder and/or any or all of the resources proposed by Bidders to fulfill the requirement of the RFSO.

11 Joint Venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit a bid together on a requirement. Bidders who submit a bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - (a) the name of each member of the joint venture;
 - (b) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - (c) the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Standing Offer Authority.
3. The bid and any resulting Standing Offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting Standing Offer. If a Standing Offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarity liable for the performance of any contract resulting from a Call-up against the Standing Offer.

12 Conflict of Interest - Unfair Advantage

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 RFSO;
 - (b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the RFSO that was not available to other Bidders and that would, in Canada's opinion, give the Bidder an unfair advantage.
2. The experience acquired by an Bidder who is providing or has provided the goods and services described in the RFSO (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 Standing Offer 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 Standing Offer Authority before the RFSO 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 or unfair advantage exists.

13 Entire Requirement

The RFSO contains all the requirements relating to the solicitation. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the RFSO. Bidders should also not assume that their existing capabilities meet the requirements of the RFSO simply because they have met previous requirements.

14 Further Information

For further information, Bidders may contact the Standing Offer Authority identified in the RFSO.

APPENDIX “G” - Basis of Payment

To facilitate presentation, Bidders must complete and include this annex in their Financial Proposal.

1 Services related to assessment instruments

Item	Assessment Instruments	Maximum Batch Price**all-inclusive by module	Firm Batch Price**all-inclusive by module proposed by bidder
1	Simulations for the Selection of Executives for the EX Group (SELEX);	\$400.00	
2	Simulations for the Identification of Leadership (SIL)	\$ 975.00	
3	Assessment Centre for Senior Executive Level 03 (EX-03)	\$390.00	
4	a) Reference Checks – 5 competencies or less	\$170.00	
	b) Reference Checks – 6 competencies	\$195.00	
	c) Reference Checks - 7 competencies	\$210.00	
	d) Reference Checks – 8 competencies	\$225.00	
	e) Reference Checks – 9 competencies	\$255.00	

An assessment module is one or more individuals to be assessed concurrently with the same assessment centre. The number of individuals assessed per module varies depending on the assessment centre used. The length of an assessment module varies from half a day to three days depending on the assessment centre used.

2 Additional Instruments, Revised Instruments and Other Services

The firm all-inclusive batch prices for additional or revised assessment instruments shall be determined using the following firm all-inclusive daily rate and an estimate by the project authority of the level of effort required.

A revised assessment instrument is defined as follows: changes to an existing assessment instrument that significantly increase or decrease the level of effort, as determined by the project authority.

Item	MAXIMUM All-Inclusive Daily Rate**	Firm All-Inclusive Daily Rate Proposed by Bidder**
5	\$750	

In particular circumstances, the Project Authority may ask the Standing Offer Holder and/or is resource(s) to write the assessment report; in such case, the payment will be based on the firm all-inclusive daily rate (Item 5).

The bidder understands and agrees that the firm all-inclusive price of any additional or revised assessment instrument takes effect ONLY when officially authorized in writing by the PSC standing offer authority.

**For a proposal to be deemed responsive from the standpoint of the financial bid, the bidder must propose firm all-inclusive prices and a firm all-inclusive daily rate for items 1 to 5 above, each of which MUST NOT EXCEED the MAXIMUM all-inclusive price and the corresponding MAXIMUM all-inclusive daily rate specified above.

3 Initial training and orientation sessions

Bidders will NOT be remunerated for participating in the initial training, shadowing and orientation sessions for each assessment instrument or service to be supplied.

4 Other Training Sessions

Bidders will be remunerated for participating in training sessions (other than the initial training and orientation sessions for each assessment instrument or service to be), held in the National Capital Region, based on the applicable firm all-inclusive price given below, including travel and per diem expenses. These prices are established by the PSC, and are for the bidder's information only.

Item	Duration of Training Session	All-inclusive Payment
1	Two (2) Days	\$750.00
2	One (1) Day	\$375.00
3	One-half Day	\$187.50
4	Associated Training Preparation (per hour)	\$100.00

5 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 ("Days worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

Days worked = Hours Worked divided by 7.5 hours per day

6 Quality Assurance Reviews

The firm all-inclusive rates and prices stipulated in this RFSO include the bidder's participation in one or all of the quality assurance reviews.

7 Travel and Per Diem Expenses

Travel and per diem expenses will be INCLUDED in the prices and/or rates indicated above for all services requested and provided in the metropolitan Vancouver area.

For services requested outside metropolitan Vancouver (15 km radius from PSC offices in Vancouver), travel and per diem expenses will be EXTRA and must be pre-approved by the Project Authority. The Contractor will not be reimbursed for time in transit.

For services requested and approved by the Project Authority outside of metropolitan Vancouver, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

Note: The PSC will not pay any travel expenses incurred by the Bidder to attend training sessions, or in relation to quality assurance reviews, or because staff members must relocate to meet the conditions of the Standing Offer or any resulting Call-Up made under it.

All travel must be authorized in advance by the project authority.

All payments are subject to government audit.

8 Changes in Rates

The rates stated within this RFSO are subject to increase. Only the PSC can determine if the rates should be increased. In the event of a rate increase, the bidder's proposed rates will be prorated and the changes shall be effected by a standing offer amendment.

9 Cancellation Fees

If the Project Authority cancels a work authorization without giving the contractor notice at least five (5) calendar days prior to the scheduled date and time of the requested work, cancellation fees may be paid to the Contractor as follows:

- Half of the all-inclusive Firm Batch Price proposed by the bidder by module; or
- Half of the all-inclusive daily rate proposed by the bidder

APPENDIX "H" - Security Requirements Check List (SRCL)

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine PSC	2. Branch or Directorate / Direction générale ou Direction SASB	
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 Assessment services for BC, AB, Yukon, NWT		
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"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input checked="" type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/>	Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	
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 A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

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Security Classification / Classification de sécurité
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APPENDIX "H" - Security Requirements Check List (SRCL)



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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?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
if Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

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

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

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

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

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE 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?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
if Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

Security Classification / Classification de sécurité
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APPENDIX "H" - Security Requirements Check List (SRCL)



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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 / CONFIDENTIEL	SECRET	TOP SECRET / Très SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production		X														
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 indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité
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APPENDIX “I” – Confidentiality Policy and Agreement

Confidentiality Agreement

WHEREAS the undersigned has been hired by the Public Service Commission of Canada (PSC) to perform work duties for the PSC;

AND WHEREAS the undersigned, in carrying out the duties, may have access to sensitive and/or proprietary information (“Information”);

THEREFORE, the undersigned undertakes and agrees as follows:

1. The undersigned agrees to treat as confidential the Information communicated to him/her and agrees not to disclose the Information to any other person.
2. The confidentiality obligation imposed by section 1 shall not apply where:
 - (a) the Information was known to the undersigned prior to disclosure by PSC;
 - (b) the Information is, at time of disclosure, part of the public domain;
 - (c) the Information, after the time of disclosure, becomes part of the public domain other than by disclosure by the undersigned;
 - (d) the Information is the same as information that has come to the undersigned by a third party who is not under a similar agreement or obligation of confidentiality to PSC;
 - (e) the undersigned is required to disclose the Information by law, including pursuant to an order of a court of competent jurisdiction; or
 - (f) PSC has approved the disclosure of the Information.

IN WITNESS WHEREOF the undersigned has executed this undertaking this _____ day of _____ 2014.

THE UNDERSIGNED

Signature

Name (print) / Nom (en lettres moulées)

Date