



**Canada School
of Public Service
École de la fonction
publique du Canada**

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS A:
Bid Receiving /
Réception des soumissions**

Canada School of Public Service, Bid Receiving (Mailroom)
De La Salle Campus, 373 Sussex Drive
Ottawa, Ontario (Canada) K1N 6Z2
(PLACE CARTIER – 3A02)

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Canada School of Public Service/École de la fonction publique du Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services and construction listed herein and on any attached sheets at the price(s) set out therefore.

Proposition aux: Canada School of Public Service/École de la fonction publique du Canada

Nous offrons par la présente de vendre à Sa Majesté I Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaries

**THIS DOCUMENT CONTAINS A
SECURITY REQUIREMENT**

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Telephone No. - no de téléphone:

Title-Sujet Disability Management Case Workshop	
Solicitation No. – No. de l'invitation CSPS-RFP-1314-SD-002	Date July 25/2013
Client Reference No. - No. De Référence du Client 20130154	
Solicitation Closes - L'invitation prend fin at - à 2:00pm Eastern Standard Time Zone on - le August 08/2013	
Financial Codes - Codes financiers	
Address Inquiries to: – Adresser toute demande de renseignements à : Stacey Duchesneau stacey.duchesneau@cspc-efpc.gc.ca	
Telephone No. – N° de téléphone 613-863-6632	Fax No. – No de Fax: 819-934-8325
Destination of Goods and Services: Destinations des biens et services: NCR & Atlantic Region	
Instructions : See Herein Instructions : Voir aux présentes	
Delivery Required – Livraison exigée See Herein	Delivery Offered – Livraison proposée
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur	



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Annex "D" Basic Principles for Facilitating Training Sessions with Adult Learners

Note: In the event of any discrepancy between the English and French versions of this RFP, the English version shall prevail.



PART 1 - GENERAL INFORMATION

1 Security Requirement

There is a security requirement. For additional information, see Part 4, Evaluation Procedures and Basis of Selection, and Part 6, Resulting Contract Clause.

2 Statement of Work

The Work to be performed is detailed in Annex "A".

PART 2 - BIDDER INSTRUCTIONS

1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.

Subsection 5.4 of Standard Instructions - Goods or Services - Competitive Requirements 2003 is amended as follows:

- (i) Delete: sixty (60) days
- (ii) Insert: 120 days

Delete Subsection 20 of Standard Instructions - Goods or Services - Competitive Requirements 2003

2 Submission of Bids

The deadline for submission of bids is indicated on **page 1 of the RFP**. Bids (and any amendments thereto) received after the stipulated closing date and time will **not** be accepted and will be returned unopened to the Bidder, unless the late Bid qualifies as a 'Delayed Bid' as described in Article 6 of **Standard Instructions 2003 (2012-11-19)**. If a late Bid must be opened to determine the name and/or address of the Bidder or the nature of the enclosure, a covering letter will be sent to explain the necessity of opening the Bid.

CSPS will not assume responsibility for bids directed to any location other than that stated on page 1 of the RFP. **Bidders MUST indicate the CSPS RFP Number on the packaging when submitting their bids.**

ELECTRONIC TRANSMISSION OF BIDS – PERMITTED UNDER THE RFP

Due to the nature of this RFP, transmission of Bids by means of electronic mail (facsimile, commercial telex or e-mail) to CSPS is considered to be practical and therefore **will be accepted.**

3 Enquiries - Bid Solicitation

All enquiries must be submitted by email to the RFP Authority listed on page 1 no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.



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

4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1 Bid Preparation Instructions

Bidders must provide copies of their bid in separately bound sections as follows:

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

Prices must not appear in any other section of the bid except in the Financial Bid.

Canada requests bidders to 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 the bid solicitation;
- (c) include the certifications as a separate section of the bid.

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.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Part 4 – Section 1.2. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5 - Certifications.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria specified below.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

In order to facilitate the evaluation, Bidders are requested to number their Technical Proposal by indicating in the following tables, the column titled “Proposal Ref. Pg #” pointing the evaluators to the page in their proposal where the details supporting the claim of qualification against the particular criterion can be found.

The Mandatory Criteria listed below will be evaluated on a simple **PASS/FAIL** (i.e. responsive/non-responsive (compliant/non-compliant) basis. Bids which fail to meet one of the Mandatory Criteria will be deemed non-responsive and given no further consideration.

Proposals **MUST** demonstrate compliance with all of the Mandatory Requirements and **MUST** provide the necessary documentation to support compliance.

When addressing Mandatory Technical Criteria in the Bid, they are to be referenced as M1, M2, etc.

Bidder Name:				
Item	Bidder Mandatory Requirements	Proposal Ref. Pg. #	Reserved for CSPS	
			Pass	Fail
M1	The bidder’s proposed resource(s) must provide a detailed, comprehensive and up-to-date résumé/CV (including work histories, educational credentials), i.e. courses delivered, dates, frequency for each proposed resource(s) .			
M2	The bidder’s proposed resource(s) must have delivered a minimum of six (6) offerings within the last three (3) years as of today in Disability Management. To demonstrate this criteria, bidder must provide the following information: <ul style="list-style-type: none"> • Dates of work • Name of organization 			
M3	The bidder’s proposed resource(s) must have at least, two (2) years experience in dealing with responsibilities in either Disability Management policy and/or program development/implementation within the Federal Public Service. To demonstrate this criteria, bidder must provide the following information: <ul style="list-style-type: none"> • Dates of work • Name of the Federal Public Service; • Brief description of responsibilities and experience 			
M4	The proposed resource(s) must be able to provide delivery services in both official languages (English and French). An interview may be conducted for verification purposes.			



1.1.2 Point Rated Criteria

The Point Rated Criteria contained herein will be used by CSPA to evaluate Bids that have met all of the Technical Mandatory Criteria. Bidders are advised to address these requirements in the following order and in sufficient depth in their responses to enable a thorough assessment. CSPA's assessment will be based solely on the information contained within the Bid.

Bids will be technically evaluated under the Point Rated Criteria in the order of the stated criteria below.

Only those Bids which are compliant with **all** of the Mandatory Technical Criteria and then achieve (or exceed) the stated minimum points applicable to **EACH** Point Rated Criteria (where "minimum acceptable points" apply) will be considered further for Contract award.

When addressing Point Rated Criteria in the Bid, they are to be referenced as R1, R2, etc.

Item	Rated Technical Criteria	Proposal Page #.	MIN	MAX
R1	<p>According to the following grid, points will also be awarded for the number of deliveries in Disability Management by the firm in the last three (3) years with substantiation of deliveries including date, client and title.</p> <p>6 to 10 sessions = 15 points 11 to 15 sessions = 20 points 16 and more = 25 points</p>		15	25
R2	<p>Delivery to an adult clientele of various types of courses within the last five (5) years inclusive of Disability Management. Provide dates and the organization which work was done.</p> <p>10 to 15 sessions = 10 points 16 to 20 sessions = 15 points 21 and more = 20 points</p>		10	20
R3	<p>Experience in Disability Management policies, programs and/or services or the design and delivery of learning products of Disability Management. Provide dates and the organization which work was done.</p> <p>1 to 3 years = 10 points 4 to 5 years = 15 points More than five (5) years = 20 points</p>		10	20
R4	<p>Provide two (2) signed references for each proposed resource. Include the following information: *Note: Failure to provide a signed reference will result in zero (0) points.</p> <p>10 points</p> <ul style="list-style-type: none"> • Names • Phone number • Title • Organization • Dates 		0*	10



1.2 Financial Evaluation

No payment shall be made for costs incurred by the Bidder in the preparation and submission of a bid in response to this RFP and no costs are to be incurred by the Bidder before receipt of a signed contract.

Prices must be in Canadian currency, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable. Must be excluded from the proposed firm per diem rate.

Bidders MUST provide a FIRM ALL INCLUSIVE HOURLY RATE in Canadian Funds, Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) EXCLUDED.

Pricing Table (The Bidder MUST provide the following details :)

Initial Contract Period: September 09/2013 to March 31/2014 (15 ESTIMATED DELIVERIES)

ITEM	NAME OF RESOURCE(S)	NO. OF DAYS PER SESSION = TWO (2)	15 ESTIMATED NO. OF DELIVERIES **	FIRM PER DIEM RATES PER SESSION*	TOTAL AMOUNT
1				\$	\$
2				\$	\$
3				\$	\$
TOTAL AMOUNT:				\$	\$

* No increase in per diem rate **WILL** be permitted for the period of the resulting contract.

**On an as and when requested basis. Amount of sessions subject to change as requested by the Project Authority

Option Period 1: April 01/2014 to March 31/2015 (30 ESTIMATED DELIVERIES)

ITEM	NAME OF RESOURCE(S)	NO. OF DAYS PER SESSION = TWO (2)	30 ESTIMATED NO. OF DELIVERIES **	FIRM PER DIEM RATES PER SESSION*	TOTAL AMOUNT
1				\$	\$
2				\$	\$
3				\$	\$
TOTAL AMOUNT:				\$	\$

* No increase in per diem rate **WILL** be permitted for the period of the resulting contract.

**On an as and when requested basis. Amount of sessions subject to change as requested by the Project Authority

Firm Per Diem Rate(s)

The firm per diem rate(s) is based on 7.5 hours (seven hours and 30 minutes) per day. The firm per diem rate(s) is 'all inclusive' (inclusive of administrative expenses, etc.) except for GST/HST and any Travel and Living Expenses which are extra. The Bidder (Contractor) agrees with the promulgation of the per diem rates indicated above within CSPS.

The contractor is to provide in his/her bid on a **Cost per item basis** (excluding GST/HST taxes) for the delivery of each of the selected courses for the period of the contract. The per diem is to include



provisions for preparation, delivery, post-course evaluation and other costs (if applicable). Estimated travel and living expenses shall be calculated as per Treasury Board Travel Directive guidelines. These guidelines may be found at the following website: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp

2 Basis of Selection

Highest combined rating of technical merit and price. The bidder’s selection will be made based on qualifying bids which are compliant with all of the “Mandatory Technical Criteria”. Only those compliant will be considered further for contract award where the point rated criteria will be calculated based on a ratio of 70% for the “Rated Technical Criteria” and 30% for the financial aspect.

Rating:

$$\frac{\text{Bidder's Rated Score}}{\text{Bidder with Highest Rated Score}} \times 70 + \frac{\text{Bidder with Lowest Firm Per Diem Rate}}{\text{Bidder's Firm Per Diem Rate}} \times 30$$

Example:

Description	Bidder A	Bidder B	Bidder C
Bidder Technical Points Received	120	100	90
Bidder Firm Per Diem Rate	850	800	900

Final Evaluation Score Calculation

Bidder	Points for Technical Score	Points for the Total Tendered Amount	Total Points
Bidder A	(120 / 120) x 70 = 70	(800 / 850) x 30 = 28	98
Bidder B	(100 / 120) x 70 = 58	(800 / 800) x 30 = 30	88
Bidder C	(90 / 120) x 70 = 53	(800 / 900) x 30 = 27	80

The successful Bidder (to be recommended for contract award) will be selected on the basis of the compliant (responsive) Bid that scores the **highest total number of rating points**. In this example, **Bidder A** would be recommended for Contract award.

Tie Breaker

Where two or more responsive bids have the identical all-inclusive delivery cost, the rank and final selection will be based on the following:

- 1) The resource who clearly demonstrates the highest number of deliveries in Disability Management in the past five (5) years.
- 2) Should the bidder propose more than one resource, the bidder’s totals for rated criteria will be based on an average of the points accumulated for each resource.



CSPS reserves the right to issue one (1) or more contracts.

3 Security Requirement

All resources proposed to provide services in response to any solicitation document **MUST** have and maintain a valid **Reliability Status** security clearance for the duration of the Contract period.

It is not necessary that an individual have a valid security clearance in order to provide a bid in response to the solicitation document however, the services of any individual(s) cannot be utilized under any resultant contract until they obtain the requisite security clearance.

For cost and efficiency reasons, CSPS will arrange for sponsorship of the Reliability security clearance only for Bidder resources that have successfully qualified themselves for actual contract award. All security clearances are arranged by Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC), through CSPS Security.

Technical Bids should contain the security clearance level, PWGSC file number and the expiry date of the clearance for resource(s) proposed and already cleared.

4 Bidder Disclosure of Activities - Possible Conflict of Interest Situations

If CSPS determines the successful Bidder to be in a possible conflict of interest situation, the Bidder will be required, prior to entering into a contractual relationship with CSPS, to disclose any and all holdings and activities that could possibly be in a conflict, real or perceivable, with the mandate and objectives of CSPS. In the event that CSPS decides that action is necessary in order to remove such a conflict, the successful Bidder will be required to take such action (which may include divestiture of certain assets or ceasing to perform certain activities) prior to entering into a contractual relationship with CSPS. Failure to address the conflicts of interest to the School's satisfaction will render the proposal inadmissible.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications (Annex B) to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. 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 Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award

The certifications should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 6 - RESULTING CONTRACT CLAUSES

1 Security Requirements

1.1 All resources proposed to provide services in response to any solicitation document **MUST** have and maintain a valid **Reliability Status** security clearance for the duration of the Contract period.



The Contractor personnel requiring access to sensitive work site(s) **MUST EACH** hold a valid **RELIABILITY STATUS**.

Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.

The Contractor **MUST** comply with the provisions of the Industrial Security Manual (latest edition) <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

1.2 For contractors who do not have the appropriate security clearance to meet this contract, the following clause will apply until the Sponsorship is completed and Security clearance is obtained.

Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

2 Statement of Work

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

3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

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

3.1 General Conditions

2010B (2012-11-19) General Conditions – Professional Services, apply to and form part of the Contract.

Notwithstanding that they are not expressly articulated in the contract, they **apply** to the contract, subject to any other express terms and conditions contained in the contract **AND SUBJECT TO THE FOLLOWING REVISIONS:**

1. wherever "Public Works and Government Services (PWGSC)" appears in the document **revise** to read "Canada School of Public Service (CSPS)";
2. at Article 2010B- 2, "Standard Clauses and Conditions", **delete** "Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16

4. Term of Contract

The period of the contract is from September 09th, 2013 to March 31st, 2014.

4.1 Option Period

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

CSPS may exercise at its sole discretion the option period at any time by issuing a formal amendment to the Contract at least 30 calendar days prior to the expiry date.



4.2 Travel

When the work is performed in the National Capital Region (NCR), there is no reimbursement for any travel-related and accommodation expenses incurred for deliveries in this region.

Should the supplier be asked to deliver this training outside the National Capital Region, such expenses will be reimbursed according to the same rates and under the same conditions that are specified in the Treasury Board Travel Directive in effect at time of travel and under the presentation of actual receipts to CSPS. The Treasury Board Travel Directive is available at the following internet address: <http://www.tbs-sct.gc.ca>

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:
Stacey Duchesneau
Senior Procurement and Contracting Specialist
Canada School of Public Service
Telephone: 613-863-6632
Facsimile: 613-934-8325
E-mail address: stacey.duchesneau@cspc-efpc.gc.ca

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

5.2 Technical Authority

The Technical Authority for the Contract is:

To be determined upon contract award.

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

6 Payment

6.1 Basis of Payment

The Basis of Payment is detailed in Part 4, section 1.2.

6.2 Method of Payment

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

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing



instructions provided in the Contract;

- (b) all such documents have been verified by Canada;
- (c) the Work performed has been accepted by Canada.

7 Invoicing Instructions

An invoice must be submitted monthly to the Technical Authority, for charges/costs incurred in accordance with the Basis of Payment (see invoicing for milestone payments below), **on the Contractor's own invoice, supported by description of work performed, as required, and contain the following information:**

- (a) the Contract serial number and Financial Coding;
- (b) name/address of Contractor, invoice date, period covered by the invoice;
- (c) hours worked by the individual(s)/firm per diem rate(s)/total for professional fees;
- (d) total amount of the invoice.

7.1 Supplemental Invoicing Instructions – T1204

Pursuant to paragraph 221(1)(d) of the Income Tax Act, R.S.C. 1985, c.1 (5th Supp.), payments made by departments and agencies to Contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

To enable CSPA to comply with this requirement, **the Contractor is required to provide the following information with the first invoice:** (If the information includes a SIN, the information should be provided in a separate envelope marked "PROTECTED" and attached to the invoice.)

- a) **the legal name of the Contractor**, i.e., the legal name associated with its business number (BN) or Social Insurance Number (SIN), as well as its address and postal code;
- b) **the status of the Contractor**, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
- c) **Corporations or Partnerships** - the business number of the Contractor or if a BN does not exist, the GST/HST number or in the absence of a BN or GST/HST number, the T2 Corporation Tax number must be shown. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN;
- d) **Individuals or Sole Proprietorships** – if a BN does not exist, the Social Insurance Number (SIN), or, the GST/HST number;
- e) **Joint Venture** – in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number;
- f) **the following certification** signed by the Contractor or an authorized officer:

"I certify that I have examined the information provided herein, including the legal name, address, and Canada Revenue Agency identifier, and that it is correct and complete, and fully discloses the identification of this Contractor".

8 Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire contract period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue,



whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9 **Applicable Laws**

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

10 **Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) 2010B General Conditions - Services
- (c) Statement of Work
- (d) Basis of Payment
- (e) the Contractor's bid dated _____ (insert date of bid),

11 **Suitability of Services**

All services rendered may be evaluated within a reasonable time from commencement of the Contract on the basis of quality and adherence to CSPS's schedule and standards. Personnel assigned must be capable of performing the work at a level of competence deemed acceptable by CSPS.

Should personnel be found unsuitable to perform the services, and upon written advice from CSPS through the Contracting Authority, the Contractor shall implement suitable corrective action within five (5) working days upon receiving written notice by the Contracting Authority. Any costs associated with individual replacement shall be to the Contractor's own account.

CSPS has the right to reject any resource or work submitted that could result in potential embarrassment to CSPS, such as, where the past conduct of the resource(s) is (are) incompatible, **in the opinion of the CSPS**, with the subject matter of the training or the work performed, as described in the Statement of Work. CSPS also has the right to terminate, if necessary, any contract in which the work is performed by any individual who, **in the opinion of the CSPS**, is incompetent or has been conducting himself/herself improperly.

12 **Intellectual Property (IP)**

CSPS will take ownership to all IP arising from the Contract work per Exception Numbers 6.4.1 (To generate knowledge or information for public dissemination), and 6.5 (where the Foreground consists of material subject to copyright, including programming code, with the exception of computer software and all documentation pertaining to that software), of the Treasury Board policy on "Title to Intellectual Property Arising Under Crown Procurement Contracts".

13 **Site Regulations**

The Contractor must comply will all rules, instructions and directives in force on the site where the Work is performed.

14 **Health and Safety in the Workplace**

The Contractor has a duty to provide a safe environment and to protect students and participants from unreasonable risk of harm. The Contractor shall;



- a) ensure that no hazards or threats exist in the classroom that could pose a risk to the physical health and safety of students and participants. Take immediate action to address any emergency that occurs in the classroom;
- b) be familiar with the CSPS and building's emergency evacuation plans and procedures, and assist students and participants in leaving the classroom and exiting the building in an orderly and safe manner;
- c) notify their Pedagogical Advisor, Course Coordinator or CSPS Program Manager regarding any health and safety concerns that need to be addressed by CSPS; and,
- d) attend meetings at the request of the School on health and safety matters as required.

15 Replacement of Specific Individuals

- 1. If specific individuals are identified in the contract to perform the Work, the Contractor's must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give a notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a.) the name, qualifications and experience of the proposed replacement; and
 - b.) proof the proposed replacement has the required security clearance granted by Canada, if applicable;
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

16 Access to Canada's Property and Facilities (If Applicable)

Canada's property, facilities, equipment*, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

***Contractors will be required to utilize their own laptops for the duration of the contract**

17 Sub-Contracting or Assignment

The contractor is responsible to ensure that all proposed personnel and other professional resources are assigned for the duration of the agreement and are not replaced without due cause. If it is necessary for the contractor to replace personnel, the contractor must give at least ten (10) working days' notice in writing to the Project Authority.

Any sub-contracting for replacement of instructor personnel under the contract requires the prior written approval of the Project Authority (Replacement instructor is defined as back-up or sub-contractor who is to design, develop, teach or custom-design/adapt the said courses).



STATEMENT OF WORK

1. Background:

The Canada School of Public Service (CSPS) must provide training to clients on Disability Management. This training will be provided in the context of calendar offerings as well as of Memoranda of Understanding within the National Capital Region. Sessions may also be delivered outside the National Capital Region on an exception basis.

2. Purpose

CSPS requires an instructor to deliver classroom training sessions in both English and/or French on Disability Management. The course was developed by the Treasury Board Secretariat and will be delivered by the CSPS.

3. Organizational Background

CSPS is the common learning service provider for the Public Service of Canada. In order to support development and learning needs of organizations, it offers learning products and services that are relevant, accessible and affordable for all federal public servants throughout Canada.

The School contributes to learning, by building and maintaining a modern, high-quality, professional Public Service. The School is mandated to:

- encourage pride and excellence in the Public Service;
- foster a sense of common purpose, values and traditions;
- support common learning and development needs;
- assist deputy heads in meeting their organization's learning needs; and
- pursue excellence in public sector management and public administration.

The Programs Operations Branch provides learning and professional development services to managers, supervisors and employees across the federal Public Service. To this end, it designs, develops and delivers Human Resources classroom learning through calendar (open enrolment) courses, memoranda of understanding with departments and agencies, and customized modules that respond to central agency requirements, specific departmental circumstances, or the needs of its functional communities. The learning and professional development needs of employees and functional communities are addressed by the section through a variety of courses developed in consultation with central agencies, functional champions and the communities themselves.

4. Scope of work/Requirement

To deliver up to an estimated fifteen (15) Disability Management Case Workshop courses to federal public servants as and when required. The course is two days in length. The courses will be conducted in English and/or French as requested by the Project Authority.

Each supplier should be able to provide course delivery services in both official languages.

4.1 Course Description

It is essential for managers and specialists who handle disability management cases to understand the various aspects of disability management in the federal public service.

This course covers the various measures that managers and employees need to take to ensure sound management of disability cases.



Participants will learn to obtain the information they need to take the necessary steps to enable the employee to remain in their position or facilitate their return to work.

4.2 Work Environment

Location

The work is to be performed in the National Capital Region (NCR) and occasionally in other sites across Canada when required.

Hours of Course Delivery

The training shall be delivered between Monday and Friday. It will be of a duration of seven and a half (7.5) hours per day (including two (2) fifteen (15) minute breaks), and will take place between 8:30 a.m. to 4:30 p.m. The participants will be provided with a one-hour lunch break. Rooms will accommodate up to a maximum of twenty-four (24) participants per class.

Any change to the delivery schedules requires the prior approval by the Project Authority who will be identified in the resulting contract.

5. Course Notification

The course is scheduled by the Project Authority. The Project Authority may reschedule, cancel, and/or add new course offerings depending upon client requests. When this occurs, the Project Authority will notify the Instructor in writing.

In the event that a scheduled course offering is cancelled, the Project Authority will have a minimum of five (5) working days prior to the course's scheduled start date to notify the Instructor in writing without cost to CSPA. Late cancellation notification will be subject to a payment equivalent to one half the specific delivery amounts for the course.

6. Roles and responsibilities

6.1 Roles of the Supplier

- will provide the services of a qualified instructor who is proficient in the language of course instruction and has the necessary security clearance, as specified;
- will only use instructors who have met all the evaluation criteria set out in the Request for Proposal and who have been approved by CSPA. The School reserves the right to interview any new instructor and/or request a resume and references. Additionally, CSPA may request that new instructors be accompanied by an experienced instructor on his/her first course;
- will be responsible for immediate follow-up consultations with instructors as part of ongoing quality assurance measures;
- will conduct himself to ensure the performance of his deployed personnel in accordance with the terms and conditions of the resultant Contract in the completion of all work, and in the spirit of the values and ethics code for the public service. The Instructor is responsible for the quality and completeness of course deliveries under the resultant Contract in fulfillment of all obligations.



Roles of the Instructor (s)

- willing to travel across Canada if and/or when required;
- will use and adhere to course documentation provided by the School for the delivery of the Disability Management Case Workshop;
- will be available to consult and meet with the Project Authority and other CSPS staff as necessary;
- will arrive at least forty-five (45) minutes before the start of the first day of class and then at least thirty (30) minutes before for subsequent days. The instructor must show identification and sign in with the commissioner at one of the designated entrances. The delivery services are to be performed on the site indicated by CSPS within the National Capital Region.- or in other regions as required;
- will be responsible for all activities surrounding the management of the classroom (operating audio-visual materials supplied by CSPS during set up, teaching hours and clean up). The set up involves distributing course materials and CSPS stationery, setting up audio-visual aids and setting up tables and chairs if required. Clean up involves recovering surplus materials for recycling, discarding flip charts and supplies, and erasing the board. The instructor is also responsible for taking attendance and if required registering participants;
- will use and adhere to course documentation provided by the School for the delivery of the Disability Management Case Workshop;
- will inform participants that within 2 days of completing the course, they will be receiving an online course evaluation. Instructors are required to maintain an average rating of 4 out of a maximum of 5 for each delivery on the "Delivery" section of the Evaluation Questionnaire Classroom.
- will supply comments about problems, incidents, participants or comments of a general nature to CSPS through the completion of a Course Report at the completion of the course and will leave it in the classroom.

6.2 Role of CSPA

- Provide course documentation to the instructor for preparation and delivery purposes;
- responsible for the following administrative services related to the government activities and facilities, and will include:
 - registration of participants;
 - preparation of the class list;
 - classroom on-site support to the participants and instructors, and support of the technical aspects of the equipment; and
 - providing an electronic Certificate of Completion to each student upon completion of each course.

All Government Furnished Equipment shall not be removed from the facilities by the Instructor. For evaluation purposes, CSPA can audit any course at no additional fee.



CERTIFICATIONS TO BE INCLUDED WITH THE TECHNICAL BID

Bidders **MUST** meet the requirements of the following certifications and **complete/sign/date** where appropriate to certify their compliance. See also Part 5 of this RFP - "Certifications "

D.1 CERTIFICATION OF EDUCATION/EXPERIENCE

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

Signature of Authorized Company Official

Date

D.2 STATUS AND AVAILABILITY OF RESOURCES

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

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

Signature of Authorized Company Official

Date

D.3 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,

"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) sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the Public Service.

"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

Is the Bidder a FPS in receipt of a pension as defined above?

YES () NO ()

If so, the Bidder must provide the following information:

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

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.

D4 JOINT VENTURE

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 an offer together on a requirement. Bidders who submit bid as a Joint Venture must indicate clearly that it is bid, the Bidder must provide the information on request from the RFP Authority.)

The Bidder represents that the offering entity **is** / **is not** (*circle as applicable*) a Joint Venture.

A Bidder that **is** a Joint Venture must provide the following additional information:



1. **Composition of Joint Venture:** (names and addresses of **all** members of the joint venture and the Procurement Business Number (PBN) of each member of the joint venture):

- _____ PBN: _____
- _____ PBN: _____
- _____ PBN: _____
- _____ PBN: _____

2. **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:**

3. **The name of the Joint Venture, if applicable:**

4. **Type of Joint Venture** (*mark applicable choice*):

- incorporated joint venture partnership joint venture
 limited partnership joint venture contractual joint venture
 other

The bid and any resulting contract 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 Contracting 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 bid and the contract. If a contract is issued to a Joint Venture, all members of the Joint Venture will be jointly and severally or solidarily liable for the performance of the contract.

Signature of all Parties (*if a Joint Venture applies*):

Date : _____

Signature of Bidder (*if a Joint Venture does not apply*): _____

Date: _____

D.5 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

1. The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP-EE, evidence of its commitment must be provided before the award of the Contract. Suppliers who have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce. Any bid from ineligible contractors will be declared non-responsive.
2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP-EE, the Bidder must fax (819-953-8768) a copy of the signed form [LAB 1168](#), Certificate of Commitment to Implement Employment



Equity, to the Labour Branch of HRSDC. The form can be found on the following Service Canada Website: <http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>

3. The Bidder certifies its status with the FCP-EE, as follows:

The Bidder

- (a) () is not subject to the FCP-EE, having a workforce of less than 100 permanent full or part-time employees in Canada,
- (b) () is not subject to the FCP-EE, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c.44;
- (c) () is subject to the requirements of the FCP-EE, having a workforce of 100 or more permanent full or part time employees in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP-EE, and has a valid certificate number as follows: _____ (e.g. has not been declared ineligible contractor by HRSDC).

Signature of Authorized Company Official

Date:

Further information on the FCP-EE is available on the following HRSDC Website: <http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>.



Code of Conduct and Instructor Responsibilities

CSPS aspires to deliver the highest standard of instruction to its participants. Instructors shall adhere to this Code of Conduct and Instructor Responsibilities. A breach of the code by an instructor is deemed to be a breach of the contract entitling the School to terminate the service.

Instructors shall:

Before a session:

- Ensure they are thoroughly prepared, having reviewed all the course materials and the information package provided
- Familiarize themselves with any equipment required to deliver the course (e.g. computer, projector)
- Respect the hours of work, and arrive in good time to prepare the classroom and greet participants (usually a minimum of 30 minutes before the class is scheduled to begin)
- Dress appropriately for a professional audience

During a session:

- Use only course materials provided by CSPS. If the instructor wishes to introduce additional materials, these should be approved in advance (5 working days) of the course delivery date by CSPS program staff.
- Respect the course schedule, including start, finish and break times
- Allow observers into the classroom, if requested by School staff
- Show respect for diversity and for the official languages of Canada
- Respect the School's policy and strategies for accommodating participants with special needs (e.g. visually impaired, motor impaired, environmental sensitivities, etc.)
- Refrain from the use of inappropriate language
- Refrain from soliciting business or competitive advantages from participants (such as distributing business cards, advertising, sale of products, offering prize draws)
- Follow guidelines for the use of copyrighted materials, including published works, music and materials taken from the Internet
- Act as ambassadors of the Canada School and the Government of Canada, and refrain from making negative comments about the course materials, the School or the federal government.
- Be willing to promote or distribute CSPS marketing materials within the classroom, if requested by CSPS staff
- Ensure attendance is taken according to the frequency stipulated by CSPS staff

Ongoing obligations

Recognize that CSPS has copyright of its course materials, including those designed by external contractors.



For Information Only

Basic Principles for Facilitating Training Sessions with Adult Learners.

Respect:

- Adults learn readily in an informal setting which conveys a sense of being respected by both the instructor and fellow participants, with training materials and activities to match.
- **The physical and psychological environment is comfortable:** climate of well-being, calm and confidence, non-threatening; positive relations with all involved.

Links with prior experience:

- Adults arrive with a history, with unique and defining life experiences. The learning activities will resonate differently with each adult. Therefore, they should tie in with the learner's own experience, which should be drawn upon.

Participation:

- Adults must buy into the goals of the learning activities and must have a sense of how the activities advance these goals.
- Adults learn more readily when they are actively rather than passively involved. Individuals remember things more easily when they have participated actively and have had many opportunities for practical application.
- Expository time should be kept to a minimum. Spend as much of the time as possible on exercises and group discussion.

Relevance/realism:

- When we are working with adult learners, three knowledge factors have to be kept in mind:
 - **knowledge**, pure and simple, associated with ideas, concepts and information;
 - **expertise**, related to abilities, talents and skills; and so-called **soft skills**, associated with attitudes, values and convictions.

We have to make sure that the training is directly related to duties. Include in the training an explanation of how the knowledge or skills pursued will help participants to solve problems in their working or personal lives.