

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

Department of Foreign Affairs, Trade and Development Canada
/ le ministère des Affaires étrangères, du Commerce et du
Développement
Distribution Services Division (AGP)
125 Sussex Drive
Ottawa, Ontario
K1A 0G2
Destination: SPP
Attn: Brent Hygaard

REQUEST FOR PROPOSAL**DEMANDE DE PROPOSITION****Proposal To: Foreign Affairs, Trade and Development 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 thereof.

**Proposition aux: le ministère des Affaires étrangères, du
Commerce et du Développement**

Nous offrons par la présente de vendre à Sa Majesté la
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 toutes feuilles ci-annexées,
au(x) prix indiqué(s)

Comments - Commentaires**This document does not contain a Security
Requirement****Issuing Office – Bureau de distribution**

Contracting Policy, Monitoring and Operations - SPP
LBP – 125 Sussex Drive
Ottawa, ON K1A 0G2
CANADA

Title – Sujet	
Review of Total Compensation Review Methodology	
Solicitation No. – N° de l'invitation	Date
ALDS-14-74405-2014-BH01	28/01/2014
Solicitation Closes – L'invitation prend fin	
at – à 02:00 PM	
on 10/03/ 2014 Eastern Daylight Time/Heure avancé de l'est	
Address Inquiries to : - Adresser toutes questions à:	
Brent Hygaard	
Email – Courriel :	
Brent.Hygaard@international.gc.ca	
Destination – of Goods, Services, and Construction:	
Destination – des biens, services et construction :	
See Herein	

Vendor/firm Name and address	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur	
Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)-	
Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

Foreign Affairs, Trade and Development Canada

REQUEST FOR PROPOSAL

Review of Total Compensation Review Methodology

Solicitation Number: ALDS-14-74405-2014-BH01



TABLE OF CONTENTS

Part I - Introduction

1. Purpose of this Request for Proposal (RFP)
2. Proposed Period of Contract
3. Work Location

Part II - Conditions, Instructions and Information

1. Requirements
2. Enquiries - Solicitation Stage
3. Bidder Improvement to the Requirement During Bid Period
4. Proposal (bid) Preparation Cost
5. Proposal (bid) Delivery
6. Proposal (bid) Closing Date and Time
7. Validity of Proposal (bid)
8. Rights of Canada
9. Incapacity to Contract with Government
10. Incurring of Cost
11. Goods and Services Tax / Harmonized Sales Tax (GST/HST), Value Added Tax (VAT), or other Legal Taxes
12. Legal Capacity
13. Definition of Bidder
14. Office of the Procurement Ombudsman (OPO)

Part III - Presentation of Proposals

1. Electronic Offers and Submissions of Proposals (bids)
2. Format and Content of Proposals (bids)
3. Financial Proposal
4. Certifications
5. Basis of Selection

Part IV - General Provisions or Resulting Contract

1. General Conditions
2. Method of Payment
3. Basis of Payment
4. Invoicing
5. Supplemental Invoicing Instructions
6. Government Smoking Policy
7. Appropriate Law
8. Indemnification
9. Anti-Terrorism Clause
10. Statement of Work
11. Term of Contract
12. Authorities
13. Priority of Documents



14. Certifications
15. Personnel
16. Specific Person(s)
17. Procurement Ombudsman
18. Alternative Dispute Resolution

Appendices

Appendix "A" - Statement of Work

Appendix "B" - Evaluation Criteria

Appendix "C" - Certifications Precedent to Contract Award

Appendix "D" - Financial Proposal

Appendix "E" - Proposed Resource Table

Appendix "F" - Insurance Requirements



PART 1 - INTRODUCTION

1. Purpose of this Request for Proposal (RFP)

1.1 The purpose this RFP is to select a supplier to enter into a Contract with the Department of Foreign Affairs, Trade and Development Canada (DFATD) to provide the services described in the Statement of Work - Appendix "A" attached herein.

2. Proposed Period of Contract

2.1 The work is to be performed from Contract award date to December 31, 2014. However, in the event of unusual circumstances, the Contract could be awarded at a sooner or later date.

2.2 The estimated time worked during the period of the Contract is nine (9) months.

3. Work Location

3.1 The work done by the proposed Contractor shall be performed at the following location:

Due to the nature of the work, the Contractor does not have to be located in the National Capital Region (NCR), Ottawa, ON, Canada, but all deliverables will be sent to the NCR. Meetings may be held in person in the NCR or via telephone.



PART 11 – CONDITIONS, INSTRUCTIONS AND INFORMATION

1. Requirements

1.1 For your proposal to be considered responsive, you must comply with all the requirements of this Request for Proposal (RFP) identified as mandatory. **Mandatory criteria are also expressed by using imperative verbs such as “shall”, “must” and “will” irrespective of where they appear in the RFP.**

2. Enquiries – Solicitation Stage

2.1 All enquiries or issues concerning this procurement must be submitted in writing to the Contracting Authority named below as early as possible within the bidding period. Enquiries and issues must be received by the Contracting Authority no later than eight (8) calendar days prior to the bid closing date specified herein to allow sufficient time to provide a response. Enquiries received after that time may not be able to be answered prior to the bid closing date.

2.2 To ensure consistency and quality of information provided to bidders, the Contracting Authority will provide, simultaneously to all companies to which this solicitation has been sent, any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.

2.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed **ONLY** to the Contracting Authority named below. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of your bid.

2.4 Contracting Authority:

Brent Hygaard
Contracting Specialist
Department of Foreign Affairs, Trade and Development Canada
E-Mail Address: brent.hygaard@international.gc.ca

3. Bidder Improvement to the Requirement During Bid Period

3.1 Should the Bidder consider that the specifications or Statement of Work contained in this Request for Proposal (RFP) can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the Contracting Authority named herein. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are received by the Contracting Authority no later than eight (8) calendar days prior to bid closing date specified herein. Canada reserves the right to accept or reject any or all suggestions.

4. Proposal (bid) Preparation Cost

4.1 The costs, including travel incurred by the Bidder in the preparation of its proposal and/or the negotiation (if applicable) of any resulting Contract **will not** be reimbursed by DFATD.

5. Proposal (bid) Delivery

5.1 Proposals (bids) are to be sent **ONLY** to the address listed on page 1 of the RFP.



5.2 Bidders should ensure that the proposal closing date and time, and RFP Number “ALDS-14-74405-2014-BH01” is clearly marked on their envelopes or parcels.

5.3 Proposals (bids) and/or amendments thereto, will only be accepted if they are received at the address indicated above, on or before the closing date and time specified herein.

5.4 Responsibility for proposal (bid) delivery: The Bidder has sole responsibility for the timely receipt of a proposal (bid) by DFATD and cannot transfer this responsibility to the Government of Canada. DFATD will not assume responsibility for proposals (bids) that are directed to a location other than the one stipulated in paragraph 5.1 above.

5.5 Delayed Proposals (bids): A proposal (bid) received after the closing date and time, but before the Contract award date, may be considered, provided the delay can be proven by the Bidder to have been due solely to a delay in delivery that can be attributed to incorrect handling by DFATD, after the proposal (bid) has been received at the location stipulated in paragraph 5.1 above.

5.6 Late Proposals (bids): It is DFATD policy to return unopened bids received after the stipulated bid closing date and time, unless they qualify under the provisions of the Delayed Proposals clause stipulated in paragraph 5.5 above.

6. Proposal (bid) Closing Date and Time

6.1 In order for the proposal (bid) to be given consideration, the Bidder’s proposal (bid) must be received at the address AND by the date and time stipulated on page 1 of the RFP.

7. Validity of Proposal (bid)

7.1 Any proposal (bid) must remain open for acceptance for a period of ninety (90) days after the closing date of the RFP.

8. Rights of Canada

8.1 Canada reserves the right:

- a. during the evaluation, members of the evaluation team may, at their discretion, submit questions or conduct interviews with Bidders, at Bidder cost, upon forty eight (48) hours’ notice, to seek clarification or verify any or all information provided by the bidder with respect to this RFP;
- b. to reject any or all proposals received in response to this RFP;
- c. to enter into negotiations with one or more bidders on any or all aspects of its proposal;
- d. to accept any proposal in whole or in part without prior negotiation;
- e. to cancel and/or re-issue this RFP at any time;
- f. to award one (1) or more contracts, if applicable;
- g. to retain all proposals submitted in response to this RFP;
- h. not to accept any deviations from the stated terms and conditions;
- i. to incorporate all, or any portion of the Statement of Work, Request for Proposal and the successful proposal in any resulting Contract; and
- j. not to Contract at all.



9. Incapacity to Contract with Government

9.1 Canada may reject a bid where the Contractor, including the Contractor's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:

- a. Section 121, Frauds upon the Government;
- b. Section 124, Selling or Purchasing Office;
- c. Section 418, Selling Defective Stores to Her Majesty.

9.2 (Subsection 750 (3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government Contract.)

9.3 Where Canada intends to reject a bid pursuant to a provision of paragraph 9.1, the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) working days within which to make representations, prior to making a final decision on the bid rejection.

10. Incurring of Cost

10.1 No costs incurred before receipt of a signed Contract or specified written authorization from the Contracting Officer can be charged to any resulting Contract. In addition, the Contractor is not to perform work in excess of or outside the scope of any resulting Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer. Your attention is drawn to the fact that the Contracting Officer is the only authority which can commit the Government to the expenditure of the funds for this requirement.

11. Goods and Services Tax / Harmonized Sales Tax (GST/HST), Value Added Tax (VAT), or other Legal Taxes

11.1 The estimated GST, HST, VAT or other legal taxes is included in the total estimated cost. GST, HST, VAT, or other legal taxes to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST, HST, VAT or other legal taxes does not apply, are to be identified as such on all invoices. The Standing Offer holder agrees to remit to the appropriate Government Agency any amounts of GST, HST, VAT or other legal taxes paid or due.

11.2 The estimated GST, HST, VAT, or other legal taxes is included in the total estimated cost. GST, HST, VAT, or other legal taxes to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST, HST, VAT, or other legal taxes not apply, are to be identified as such on all invoices. The Contractor agrees to remit to the appropriate Government Agency any amounts of GST, HST, VAT, or other legal taxes paid or due.

12. Legal Capacity

12.1 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 Contracting 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.



13. Definition of Bidder

13.1 "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a Contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

14. Office of the Procurement Ombudsman (OPO)

14.1 The Office of the Procurement Ombudsman (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 III – PRESENTATION OF PROPOSALS

1. Electronic Offers and Submissions of Proposals (bids)

PROPOSALS (BIDS) SUBMITTED BY FACSIMILE OR OTHER ELECTRONIC MEANS WILL NOT BE ACCEPTED.

1.1 Electronic transmission of your proposal (bids) by such means as electronic mail, facsimile, or commercial telex is not considered to be practical and therefore will not be accepted.

1.2 When responding, the proposal (bids) **MUST** be delivered to the location specified in Part II, Clause 5.1 and by the time and date stipulated herein.

1.3 Proposals (bids) submitted in response to this RFP will not be returned.

1.4 Proposal (bids) received after the specified date and time stipulated herein shall be returned unopened to the Bidder and given no further consideration.

2. Format and Content of Proposals (Bids)

2.1 Proposals (bids) should be organized in an identical fashion to, and reference the same paragraph numbers as this RFP. Additional subsections may be used as appropriate. Bidders should respond to every paragraph of the RFP. In some instance ‘‘Noted’’ or ‘‘N/A’’ may be sufficient, or a reference may be made to another paragraph.

2.2 The Bidder is to sign the 1st page of this RFP and submit it with their proposal (bid) when responding to this RFP which must also make reference to RFP No. ALDS-14-74405-2013-BH01. The Bidder’s signature indicates acceptance of the terms and conditions set out herein. The signatory must have authority to commit the organization by making such a proposal. Ensure that the proposal includes a contact name, address, and phone number.

2.3 The proposal (bid) must be structured as follow:

Part A: The bidder shall provide, bound separately, four (4) copies of a Technical and Managerial proposal, with no reference to price.

Part B: The bidder shall provide, bound separately, one (1) copy of a Financial Proposal. This must be sealed in a separate envelope inside the main mailing envelope.

Part C: The bidder shall provide one (1) signed copy of Appendix ‘‘C’’, Certifications.

2.4 Your proposal (bid) should be concise and should address, but not necessarily be limited to, the points that are subjected to the Mandatory requirements and evaluation criteria identified herein, against which the proposal will be evaluated.

2.5 Only those proposals which fulfill all Mandatory requirements identified in this RFP will be further evaluated based upon the scoring system listed in Appendix ‘‘B’’.



2.6 Bidders are advised that only listing experience without providing any supporting information data such as: references, credentials, number of projects completed and in progress, the period of the work performed in number of months and years in past and present employment, where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of this evaluation.

2.7 Proposals must be submitted in either of Canada’s official languages (English or French). Any translations fees required to meet this criterion will be borne by the bidder.

2.8 Proposals will identify each primary resource required to complete the Contract in the Proposed Resource Table (Appendix “E”). Bidders may attach résumés but point-rating will be based on the information contained in the table. In describing the resource’s previous experience, please note that if they worked as part of a team you must describe in detail the role they played.

3. Financial Proposal

3.1 Prices must appear in the financial proposal ONLY. Failure to comply will result in your proposal being declared non-compliant and rejected from further consideration. Financial proposals will only be opened after the evaluation of the technical proposal is completed.

3.2 Bidders must submit their financial bid in accordance with Appendix “D” – Pricing Schedule.

3.3 The price of the bid will be evaluated in Canadian Dollars (CAD\$) with GST, HST, VAT or other legal taxes excluded, if applicable.

3.4 No other costs elements shall be considered by the Crown.

4. Certifications

4.1 The certifications in Appendix ‘C’, Certifications, should be completed, signed and submitted with your proposal (bid). A Contract will not be awarded until all certifications have been signed by the Bidder and received by the Crown. If the Bidder fails to provide the certifications when requested to do so by the Contracting Authority, then the Bidder shall be disqualified from the bidding process and be declared non-compliant.

4.2 Compliance to the Certifications the Bidder has provided Canada is subject to discretionary audit. In the event that it is determined that any certification made by the Bidder is untrue, whether made knowingly or unknowingly, any Contract entered into may be determined to be in default and the Minister shall be entitled, pursuant to the provisions of the Contract, to terminate for default.

5. Basis of Selection – Lowest Price Per Point

5.1 To be considered responsive, a bid must:

- a. Comply with all the requirements of the bid solicitation;
- b. Meet all the mandatory requirements of this solicitation; and
- c. Obtain the required minimum of **70 percent** overall of the points that correspond to the rated criteria set out in Appendix ‘B’;

5.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the valid proposal that scores the highest number of rating points, nor the one that contains the lowest cost estimate will necessarily



be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a Contract.

5.3 The lowest evaluated price per point will be determined by dividing the proposed total price of the initial Contract, including options to extend, if applicable, by the total technical score, to establish the lowest evaluated price per point.

THE FOLLOWING TABLE IS FOR ILLUSTRATIVE PURPOSES ONLY

Bidder	Quoted Price Excluding Taxes	Total Technical Points	Cost Per Point
Bidder 1	75,000.00	78	961.54 per point
Bidder 2	92,000.00	83	1,108.44 per point
*Bidder 3	81,000.00	88	920.46 per point

***In the above scenario, Bidder #3 would be declared the successful bidder.**



PART IV – GENERAL PROVISIONS OF RESULTING CONTRACT

The Government of Canada is committed to publicly disclose all contracts entered into it for amounts over \$10,000, with only very limited exceptions such as national security. These requirements cover the procurement contracts for goods and services. It will be a term of any resulting Contract pursuant to this RFP that information contained in it in relation to the following data elements - vendor name, reference number, Contract date, description of work, Contract period or delivery date, Contract value - will be gathered, and posted on the departmental Intranet site

http://www.international.gc.ca/about-a_propos/proactive_disclosure-divulgation_proactive.aspx?menu_id=49&menu=L

Information that would normally be withheld under the Access to Information Act and Privacy Act will not appear on that website. This "public disclosure" is intended to ensure that Contract information is collected and presented consistently across government and in a manner that promotes transparency and facilitates public access.

The following terms and conditions will form part of any resulting Contract:

In the event of inconsistencies between the wordings of Parts I to IV of the Request for Proposal and the appendices attached thereto, the wording of Parts I to IV of the Request for Proposal shall prevail.

1. General Conditions

1.1 General Conditions - Higher Complexity – Services - 2035 (2013-06-27) shall form part of this solicitation document and any resulting Contract. They can be viewed at the following website address:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/11>

All reference to the Minister of Public Works and Government Services should be deleted and replaced with the Minister of Foreign Affairs.

NOTE: It is strongly recommended that bidders visit the above site to better understand these General Conditions.

2. Method of Payment

2.1 Canada will make monthly payments in arrears for costs incurred in the performance of the Work

2.2 Subject to Parliamentary appropriation of funds and to paragraph 2.1, payment by the Minister for the work shall be made within thirty (30) days following the date of receipt of a duly completed work or progress report or within thirty (30) days of receipt of an invoice requesting payment, whichever is later.

2.3 If Her Majesty has any objections to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, She shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as



Her Majesty requires. Failure by Her Majesty to act within fifteen (15) days only result in the date specified in paragraph 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

2.4 Payment will be made for services rendered, provided that invoices are submitted in accordance with the invoicing instructions contained herein

3. Basis of Payment

3.1 Limitation of Expenditures

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Appendix "B". Canada's total liability to the Contractor under the Contract must not exceed \$[to be filled by DFATD at Contract award] and Applicable Taxes are extra.

3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

3.4 Schedule

The Contractor shall be paid on the following schedule:

1. Delivery and acceptance of the outline: 20%
2. Delivery and acceptance of the draft report: 40%
3. Delivery and acceptance of the final report: 40%

4. Invoicing

4.1 Invoices shall be submitted electronically, no more than once per month, on the Contractor's own invoice form and shall be prepared to show:

- a. total payable, based on the Basis of Payment; (Note: The GST, HST, VAT or other legal taxes amount is to be shown separately);
- b. the date;
- c. the name and address of the consignee; and
- d. Contract number.



4.2 The original and one (1) copy shall be sent to the designated addressee for certification of services rendered.

5. Supplemental Invoicing Instructions

5.1 Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including Contract involving a mix of goods and services) must be reported on a T1204 supplementary slip. To enable departments and agencies to comply with this requirement, suppliers are required to provide the following information on each invoice:

- (a) the legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code;
- (b) the status of the supplier, i.e. individual, unincorporated business, corporation or partnership;
- (c) for individuals and unincorporated businesses, the supplier's SIN and, if applicable, the BN, or if applicable, the GST/HST number;
- (d) for corporations, the BN, or if this is not available, the GST/HST number.

6. Government Smoking Policy

6.1 Where the performance of work requires the presence of the Contractor's personnel on government premises, the Contractor shall ensure that its personnel shall comply with the policy of the Government of Canada which prohibits smoking on any government premises.

7. Appropriate Law

7.1 This Contract shall be governed by and construed in accordance with the laws in force in Ontario, Canada.

8. Indemnification

8.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work. Any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by Canada.

8.2 The Contractor's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any other rights under law.

8.3 The Contractor acknowledges that he is not an employee, servant or agent of Her Majesty and will not represent or hold himself out to third parties in that capacity. To the extent that any third party, in reliance upon representations by the Contractor, considers the Contractor to be an agent or employee of the Minister, the Contractor agrees to indemnify the Minister for any loss or damages and costs occasioned thereby by such third party.

9. Anti-Terrorism Clause



9.1 The Contractor shall not use the funds for the purpose of any payment to persons or entities, or for the supply of goods, if such payment or supply to the Contractor's knowledge or belief, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or is made, directly or indirectly, to finance, support, facilitate or benefit a terrorist or a terrorist group listed under the Canadian *Criminal Code*, the *United Nations Al-Quida and Taliban Regulations* or the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism*.

9.2 If the Contractor breaches Sub-paragraph (1) above, DFATD shall terminate this Contract immediately without notice or any further obligation to the Contractor. The Contractor shall immediately refund to the Receiver General of Canada *via* DFATD all unspent funds provided under this Contract.

10. Statement of Work

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

11. Term of Contract

11.1 The period of the Contract is from the Contract award date to **[to be filled by DFATD at Contract award]**.

12. Authorities

12.1 Contracting Authority

The Contracting Authority for the Contract is:

Brent Hygaard

Contracting Specialist

Department of Foreign Affairs, Trade and Development Canada – SPP

E-mail address: Brent.Hygaard@international.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.

12.2 Project Authority **[to be filled by DFATD at Contract award]**

The Project Authority for the Contract is:

Name:

Address:

Telephone:

Fax:

E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the



Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a Contract amendment issued by the Contracting Authority.

12.3 Contractor's Representative **[to be filled by DFATD at Contract award]**

The Contractor's Representative is:

Name:
Title:
Organization:
Telephone:
Fax:
E-mail:

13. Priority of Documents

13.1 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) 2035 (2013-06-27) General Conditions – Higher Complexity – Services;
- (c) Appendix “A”, Statement of Work.

14. Certifications

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

15. Personnel

15.1 DFATD reserves the right to conduct periodic background checks on personnel employed or subcontracted by the Contractor.

15.2 DFATD reserves the right, in its sole discretion, to decide that personnel employed or subcontracted by the Contractor are unsuitable. In such circumstances, the Contractor shall ensure that personnel are removed from property and replaced with personnel suitable to DFATD.

16. Specific Person(s)

16.1 The Contractor must provide the services of the following lead person(s) to perform the Work.

[to be filled by DFATD at contract award]

17. Procurement Ombudsman

17.1 The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by [the



supplier or the contractor or the name of the entity awarded this contract] respecting administration of the contract if the requirement of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

18. Alternative Dispute Resolution

18.1 The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request, and consent of the parties, participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such a process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.



Appendix "A"

Statement of Work

1. Title of the Request for Proposal

1.1 Review of Total Compensation Review Methodology (TCR).

2. Objective(s):

2.1 To conduct a thorough review of the current TCR methodology: including salary adjustment formula, percentile positions determination, benchmarking of positions, the use of public and private sector data and their weighting, the use of regional differential, the clustering of salaries scale and allowances, and the allowances determination for Third Country Nationals and any other key considerations.

3. Background:

3.1 Locally engaged employees located at our missions around the world are hired in accordance with the Locally Engaged Employment Regulations. The Locally Engaged Staffs' Terms and Conditions Regulations are the authority governing the terms and conditions of employment. There are various types of employment such as indeterminate, term and emergency all of which could be either part-time or full time. In recognition of the wide variations in local law and conditions of employment outside Canada, these regulations take into account local law, market practice and where applicable operational requirements at Canadian missions world-wide. There are certain provisions/conditions that are retained by the Government of Canada and which would not comply with labour laws of certain countries. These are limited in nature in that local laws will always be a minimum standard; however there are circumstances where the Government of Canada may offer more.

3.2 The Government of Canada currently employs approximately 5,000 locally engaged employees (office and non-office) world-wide located in over 100 countries. The employee population consists of a variety of nationalities: nationals of the applicable country, Canadians, dual nationals and third country nationals. There are a variety of employer-sponsored insurance and pension plans as well as social security affiliation in the various countries' local schemes.

3.3 The Total Compensation Review (TCR) Project began in 2009 with the goal to establish a framework for updating the salaries and terms and conditions for all locally engaged staff on a consistent and regular basis. As we have been using the current methodology for the past four (4) years, prior to entering into the permanent cycle in FY2014/15, we require an independent review of our existing framework.

3.4 DFATD established a Total Compensation Strategy for Locally Engaged Staff, which is based on some of the following key principles: market positioning and competitiveness, internal equity and transparency, employee capability and legislative compliance and local practice and finally industry best practices. DFATD needs to review the Total Compensation Strategy to determine if it is still appropriate in DFATD operational context and in the global context.

4. Tasks/Technical Specifications



- 4.1 Within two (2) weeks of Contract Award the Contractor must attend a kick-off meeting with the Project Authority, and representatives from DFATD to commence work. The Contractor must be prepared to discuss the allocation of resource and timing for each of the various phases or activities of the project to be undertaken. At this time, the Project Authority will make available any relevant information at its disposal, such as strategy comparator, comparator strategy key principles, comparator public and private markers.
- 4.2 Review all applicable regulations, policies and guidelines related to compensation determination for LES;
- 4.3 Analyze the impact of using our existing methodology on the Department's objectives;
- 4.4 Research and compare industry (public and private sector) best practices for the determination of salaries and benefits; and
- 4.5 The Contractor will provide the Project Authority with the results of the research in a series of reports; an outline, a draft report, and a final report which includes recommendations to improve the existing methodology. The final report must incorporate comments provided by the Project Authority on earlier versions.
- 4.6 Each report must include:
 - 4.6.1 An executive summary;
 - 4.6.2 A summary of the methodology used and the reference documents;
 - 4.6.3 The questionnaires and any other data collection tools used to conduct the analysis and recommendations.; and
 - 4.6.4 A presentation of the analysis and recommendations.

5. Travel:

- 5.1 DFATD will not cover any travel expenses. There is no requirement for travel unless the Contractor is not from the NCR and wishes to attend the three (3) scheduled meetings in person.

6. Constraints:

- 6.1 The Contractor will conduct the review exercise within four (4) months of the contracted being allocated. The reports will be sent upon request via e-mail to the project authority within 5-7 business days.
- 6.2 Although the outline, draft, and final report are all to be prepared in English in Word Doc. format, the Contractor must also have the capability to communicate orally, and in writing, in both official languages with comparator organizations that will be contacted as part of the conduct of this project. In particular, the survey questionnaires created to solicit participation and collect information from target organizations must be provided and responded in the official language used by the target organization.

7. Client Support:

- 7.1 The Contract will be provided with any material deemed necessary to complete the work including the following appendices referred to in the Statement of Work:
 - 7.1.1 Locally Engaged Staff Employment Regulations.



7.1.2 Locally Engaged Staffs' Terms and Conditions Regulations.

7.1.3 TCR Methodology and Process Presentation.

8. Meetings:

8.1 The Contractor will be required to attend three (3) meetings (kick off, mid-project, and final), either in person or via telephone, with DFATD representatives in order to research and collect information on the existing methodology. Additional phone discussions may be required throughout the duration of the Contract.

9. Deliverables:

9.1 Outline report, in English, in Word Doc. format, via email.

9.2 Draft report plus and supporting documentation and data sources, in English, in Word Doc. format, via email.

9.3 Final Report plus and supporting documentation and data sources, in English, in Word Doc. format, via email.

9.4 It is expected that the entire process should take a total of four (4) months to complete.



Appendix “B”

Evaluation Criteria

MANDATORY REQUIREMENTS

1. Mandatory Requirements – Bid Closing

1.1 Bidders must provide the necessary documentation to support compliance with the following Mandatory Requirements at bid closing time. Any offer which fails to meet the following mandatory requirements will be deemed non-compliant and will not be given further consideration. Bidders should address each criteria separately.

Note: To enable the evaluation team to easily find the information, the following chart should be in the front of the technical proposal.

Mandatory Criteria		Ref Page #
M1	Company and Licensing	
M2	Sample work products	
M3	Junior resource	
M4	Senior resource	

M1 Company and Licensing

The bidder must demonstrate that they are licensed to do business in Canada.

M2 Sample of work product

The bidder must provide a sample work product as required in Appendix ‘A’ of a previously completed report within the last five (5) years.

M3 Junior resources

The Bidder must propose one (1) primary and one (1) backup junior resource. Junior is defined as a person having a minimum of three (3) years of experience in the past five (5) years in human resource consulting – compensation section.

M4 Senior resources

The Bidder must propose one (1) primary and one (1) backup senior resource. Senior is defined as a person having a minimum of 15 years of experience in the past 25 years in human resource consulting – compensation section. Both senior resources must hold a designation from the completion of a professional development program in human resources administration.



POINT RATED REQUIREMENTS

2. Point Rated Criteria

2.1 Proposals having successfully met ALL of the mandatory criteria will be evaluated and point-rated against the criteria listed below. Bidders must receive a minimum overall technical rating score of 70% in order to be further evaluated on the basis of their financial proposal.

2.2 Up to the number of points specified below will be awarded for each factor. The points will then be totalled.

2.3 The summary of maximum points to be awarded is summarized as follows:

Rated Criterion Number	Title	Maximum Points Available	Minimum Points Required
R1	Company depth	15	112
R2	Relevant experience	30	
R3	Tools and processes, research methods	40	
R4	Resources	60	
R5	Quality of the Proposal	15	
Total		160	

R1 Company depth (up to a maximum of 15 points)

The Bidder should demonstrate company depth to better ensure delivery of the work products listed in Appendix “A” - Statement of Work.

Company currently has two (2) additional back-up senior resources in its employ upon which the Company can draw upon to support the delivery of the work products listed in Appendix “A”. Senior is defined as a person having a minimum of 15 years of experience in the past 25 years plus a relevant professional designation	15 points
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R2 Relevant experience (up to a maximum of 30 points)

The Bidder should demonstrate, through past examples of actual work performed, it has relevant, recent (within the last five (5) years) experience in providing work of a similar scope and nature as stated the Appendix “A” - Statement of Work.

Note: Only one (1) of the following three (3) options will apply

Company has provided most services listed in the Appendix “A” - Statement of Work	10 points
Company has provided all services listed in the Appendix “A” - Statement of Work	20 points
Company has provided all services listed in the Appendix “A” - Statement of Work to public sector clients (including but not limited to non-governmental organizations (NGOs), crown corporations, quasi-governmental organizations, not-for-profit organizations)	30 points

R3 Tools and processes, research methods (Up to a maximum of 40 points)



The Bidder should demonstrate, through past examples of actual work performed, their tools and processes, research methods as they relate to the Appendix “A” - Statement of Work.

Note: Only one (1) of the following two (2) options will apply in each requirement.

R3.1 Tools and processes

Company has demonstrated, through past examples of actual work performed, tools and processes necessary to provide most services that require tools and processes listed in the Appendix “A” - Statement of Work	14 points
Company has demonstrated tools and processes, through past examples of actual work performed, necessary to provide all services that require tools and processes listed in the Appendix “A” - Statement of Work	20 points

R3.2 Research methods

Company has demonstrated research methods necessary to provide most services that require research listed in the Appendix “A” - Statement of Work	14 points
Company has demonstrated research methods necessary to provide all services that require research listed in the Appendix “A” - Statement of Work	20 points

R4 Resources (up to a maximum of 60 points)

The Bidder should demonstrate the experience of its proposed human resources beyond the mandatory requirements. The information must be provided in Appendix “E”, Proposed Resource Table.

Note: Only one (1) of the following options will apply in each requirement.

R4.1 Primary junior resource

Four (4) to five (5) years’ experience in the past 10 years	7 points
Six (6) or more years’ experience in the past 10 years	10 points

R4.2 Back-up junior resource

Four (4) to five (5) years’ experience in the past 10 years	7 points
Six (6) or more years’ experience in the past 10 years	10 points

R4.3 Primary senior resource

16 – 20 years’ experience	5 points
21 – 24 years’ experience	7 points
25 or more years’ experience	10 points

R4.4 Primary senior resource

At least five (5) years of experience on work listed in Appendix “A” - Statement of Work in the past 10 years	7 points
At least five (5) years of experience on work listed in Appendix “A” - Statement of Work for public sector employers (including but not limited to non-governmental organizations (NGOs), crown corporations, quasi-governmental organizations, not-for-profit organizations) in the past 10 years	10 points

R4.5 Back-up senior resource

16 – 20 years’ experience	5 points
21 – 24 years’ experience	7 points



25 or more years' experience	10 points
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R4.6 Back-up senior resource

At least five (5) years of experience on work listed in Appendix "A" - Statement of Work in the past 10 years	7 points
At least five (5) years of experience on work listed in Appendix "A" - Statement of Work for public sector employers (including but not limited to non-governmental organizations (NGOs), crown corporations, quasi-governmental organizations, not-for-profit organizations) in the past 10 years	10 points

R5 Quality of the Proposal (up to a maximum of 15 points)

Note: Only one (1) of the following options will apply.

The proposal is missing some key items	0 Points
The proposal is complete, but difficult to consult, and contains numerous spelling or grammatically errors	7 Points
The proposal is complete, easy to consult, but contains numerous spelling or grammatically errors	11 Points
The proposal is complete, easy to consult, and contains minimal spelling or grammatically errors	15 Points



Appendix “C”

Certifications Precedent to Contract Award

The following certification requirements apply to this Request for Proposal (RFP) document. Bidders are to complete, sign and include each certification below in their proposal (bid). A Contract will not be awarded until all certifications have been signed by the Bidder and received by the Crown.

1. Certification of Understanding

The Bidder certifies that all parts of this RFP have been reviewed in detail and are completely understood in order to make its proposal. Under no circumstances will the Statement of Work, specifications, or task description be subject to revised interpretation or amended following Contract award except where the Contracting Authority so authorizes in writing.

2. Certification of Availability and Status of Personnel

Certification from the Bidder that all personnel proposed in their submission will be available to commence the work at the period specified herein, and will remain available to perform the work in relation to the fulfilment of this requirement.

If the Bidder/Contractor has proposed any person in fulfilment of this requirement who is not an employee of the Bidder/Contractor, the Bidder/Contractor hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfilment of this requirement and to submit such person’s résumé to the Contracting Authority.

If the Bidder/Contractor has proposed any person in fulfilment of this requirement who is or who is not an employee of the Bidder/ Contractor, the Bidder/Contractor hereby certifies that such a person is under no restrictive covenant in relation to a constraint of trade that would prevent the person from fulfilling his or her services in relation to the work.

During the bid evaluation, the Bidder/Contractor MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder/Contractor agrees that failure to comply with such a request may lead to disqualification of the Bidder’s/Contractor’s proposal from further consideration.

3. Certification of Identity or Legal Capacity of Bidder

In order to establish the legal capacity under which a bidder proposes to enter into the Contract, any bidder who carries on business in other than its own personal name shall, if requested by the Contracting Authority, provide proof of the legal capacity under which it carries on business to the Contracting Authority prior to Contract award. Such proof may be in the form of a copy of the articles of incorporation or of the registration of the business name of a sole proprietor, of a trade name, of a partnership, etc.

4. Certification of Education/Experience

We certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject Work are accurate and factual, and we are aware that the Minister



reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-responsive.

Should a verification by the Minister disclose untrue statements, the Minister shall have the right to treat any Contract resulting from this Bid as being in default and to terminate it accordingly.

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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 fees 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 Bidder/Contractor

Date



Appendix “D”

Financial Proposal

Amounts are to be quoted in Canadian Dollars.

Fixed Fee Reports/Activities from Appendix “A”

Item	Contract Term
Prepare for and attend the one (1) kick-off meeting in-person or via telephone, and prepare and deliver one (1) Outline report as per Appendix “A” - Statement of Work	Fixed Fee per Report A = \$ _____
Prepare for and attend the one (1) mid project meeting in-person or via telephone, and prepare and deliver one (1) Draft report as per Appendix “A” - Statement of Work	Fixed Fee per Report B = \$ _____
Prepare and deliver one (1) Final Draft report as per Appendix “A” - Statement of Work, and prepare for and attend the one (1) follow-up meeting to discuss the report in-person or via telephone	Fixed Fee per Report C = \$ _____

Total (A +B +C) = \$ _____



Appendix "E"

Proposed Resource Table

Note: Fill out the following tables for each position. Add more tables as necessary.

Resource Name:	
Resource Position: Junior Resource (Primary)	
Project #1	
Category	Details
Relevant Experience.	Dates: Position: Duties:
Description of the project and how it was similar in scope and complexity to the Statement of Work.	
References:	Name: Telephone Number:



Project #2

Category	Details
Relevant Experience.	Dates: Position: Duties:
Description of the project and how it was similar in scope and complexity to the Statement of Work.	
References:	Name: Telephone Number:



Resource Name:	
Resource Position: Junior Resource (Backup)	
Project #1	
Category	Details
Relevant Experience.	Dates: Position: Duties:
Description of the project and how it was similar in scope and complexity to the Statement of Work.	
References:	Name: Telephone Number:



Project #2	
Category	Details
Relevant Experience.	Dates: Position: Duties:
Description of the project and how it was similar in scope and complexity to the Statement of Work.	
References:	Name: Telephone Number:



Resource Name:	
Resource Position: Senior Resource (Primary)	
Project #1	
Category	Details
Relevant Experience.	Dates: Position: Duties:
Description of the project and how it was similar in scope and complexity to the Statement of Work.	
References:	Name: Telephone Number:



Project #2	
Category	Details
Relevant Experience.	Dates: Position: Duties:
Description of the project and how it was similar in scope and complexity to the Statement of Work.	
References:	Name: Telephone Number:



Resource Name:	
Resource Position: Senior Resource (Backup)	
Project #1	
Category	Details
Relevant Experience.	Dates: Position: Duties:
Description of the project and how it was similar in scope and complexity to the Statement of Work.	
References:	Name: Telephone Number:



Project #2	
Category	Details
Relevant Experience.	Dates: Position: Duties:
Description of the project and how it was similar in scope and complexity to the Statement of Work.	
References:	Name: Telephone Number:



Appendix “F”

Insurance Requirements

It shall be the sole responsibility of the Contractor to determine what insurance coverage, if any, are necessary or advisable for its own protection and/or to fulfill its obligations under this Contract. Any such insurance shall be provided and maintained by the Contractor at its own expense.