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**TITLE:** Business Cases for Flexible Workplace Practices in Support of Caregivers

## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; **N/A** and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work and the Evaluation Criteria.

### **2. Summary**

The Contractor will produce a series of business cases to fill the knowledge gap of the cost-benefit to Canadian employers of offering various flexible workplace practices in support of caregivers.

The contract period will be from date of award to June 30, 2015.

### **3. Debriefings**

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

## **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->



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[guidelines/standard-acquisition-clauses-and-conditions-manual](#)) issued by Public Works and Government Services Canada.

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

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the exception of the following:

1. Replace references to 'Public Works and Government Services Canada' with 'Employment and Social Development Canada';
2. Delete Section 02, Procurement Business Number;
3. Revise Subsection 2d. of Section 05, Submission of Bids, to read:  
*“send its bid only to the physical address specified on Page 1”*;
4. Subsection 5.4 of Section 05 is amended as follows:  
  
Delete: sixty (60) days  
Insert: ninety calendar (90) days;
5. Delete Subsections 1a. And 1b. of Section 12, Rejection of Bid;
6. Delete Subsection 2. of Section 20, Further Information;
7. Delete Subsection 2. of Section 20, Further Information.

## **2. Submission of Bids**

Bids must be submitted only to the Employment and Social Development Canada (ESDC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

For security reasons, any information submitted on a USB key will not be evaluated.

## **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 4 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.

#### **5. Basis for Canada's Ownership of Intellectual Property**

ESDC has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

6.4.1 to generate knowledge and information for public dissemination;



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

Canada requests that bidders provide their full company name and address, e-mail address, as well as contact name, and telephone number.

Canada requests that bidders provide their bid in separately bound sections, in two separate envelopes, when submitted in hard copy, and in two separate files, when in soft copy, as follows:

Section I: Technical Bid - 4 hard copies

Section II: Financial Bid - 1 hard copies

Section III: Certifications - 1 hard copies

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper format;
- (b) use a numbering system that corresponds to the bid solicitation.

#### **Section I: Technical Bid**

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### **Section II: Financial Bid**

Bidders must submit their Financial Bid in Canadian funds, in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, must be shown separately, if applicable.

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.



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**ATTACHMENT 1 TO PART 3  
Pricing Schedule**

The bidder must complete this pricing schedule and include it in its Financial Bid.

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price of \$\_\_\_\_\_ (*insert price*). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**Schedule of Milestone payments**

In carrying out the project, the Contractor will undertake and produce the deliverables described below. The final report is due no later than June 30, 2015.

Date	Event/Deliverable	Amount or percent of total contract*
Within three weeks of the awarding of the contract	<p><b><u>First Deliverable: Detailed Work Plan with Proposed Methodology (15-25 pages)</u></b></p> <ul style="list-style-type: none"> <li>• Initial scoping of domestic and international literature; description of proposed methodological approach for selecting participants, data collection, cost-benefit analysis, and comparative analysis; and timelines</li> <li>• Propose participants to Project Authority</li> </ul>	7%
February 13, 2015	<p><b><u>Second Deliverable: Methodological Report and Literature Review</u></b></p> <ul style="list-style-type: none"> <li>a) A methodological report providing a detailed description of the data collection and analysis methodology for all aspects of the project, clearly identifying multiple lines of evidence (20-35 pages)</li> <li>b) A stand-alone literature review,</li> </ul>	15%



	including discussion of the state of knowledge on effective workplace practices for work-life balance in general and for employees providing care more specifically (25-35 pages)	
March 13, 2015	<p><b><u>Third Deliverable: Draft Technical Report (10-15 pages)</u></b></p> <ul style="list-style-type: none"> <li>• An overview of participating private-sector employers and the preliminary analysis of data collected to date presented by employer</li> </ul>	18%
April 24, 2015	<p><b><u>Fourth Deliverable: Final Technical Report (25-30 pages)</u></b></p> <ul style="list-style-type: none"> <li>• Technical Report providing overviews for each participating employer and the findings of the cost-benefit analysis of their key flexible workplace practices</li> </ul>	❖ 18%
May 29, 2015	<p><b><u>Fifth Deliverable: Draft Report (approximately 50 pages)</u></b></p> <ul style="list-style-type: none"> <li>• Draft Business Cases Report, which should be as complete as possible and include all required report elements as discussed with the Project Authority</li> </ul>	❖ 18%
No later than June 30, 2015	<p><b><u>Sixth Deliverable: Final Business Case Report (approximately 50 pages)</u></b></p> <ul style="list-style-type: none"> <li>• Final Business Cases report incorporating the Project Authority's feedback</li> </ul>	❖ 18%
No later than June 30, 2015	<p><b><u>Seventh Deliverable: Presentation of the Business Case Findings</u></b></p>	6%



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	<ul style="list-style-type: none"> <li>• PowerPoint presentation to be submitted and presented at ESDC in Ottawa (no more than 30 minutes)</li> </ul>	
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- ❖ Payment for deliverables four, five, and six are based on the inclusion of nine employers. If it is determined that there are not nine employers by March 13, the Project Authority may choose to limit the search for participating employers and proceed with deliverables four, five and six at a reduced rate based on the number of employers included @ 2% per employer.

The total price quoted by the bidder includes all travel and other expenses incurred as a result of completing the work.

An additional amount of up to \$3,750 (including applicable taxes) will be made available for any travel and accommodation expenses related to the presentation of the final report in the National Capital Region for up to two persons. The contractor will be reimbursed for these expenses upon the receipt of original invoices as per Federal Government (Treasury Board) guidelines.



## **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.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.1 Technical Evaluation**

Mandatory and point rated technical evaluation criteria are included in Annex "B".

#### **1.2 Financial Evaluation**

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

### **2. Basis of Selection**

#### **Basis of Selection – Highest Rated within Budget**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive.

#### **Method of Selection:**

The method of selection will be the highest combined rating of technical merit, contractor qualifications, and price:

- A minimum score of seventy (70) percent is required in each part of the technical section and the contractor qualifications section of the proposal ratings. Proposals that do not meet the minimum 70 percent in either of these sections will not be considered for contract award.
- The compliant bidder with the highest combined rating of technical merit (combination of technical sections and contractor qualifications sections) (weighted at 80%) and proposed budget (weighted at 20%) shall be selected as the preferred bidder to implement the project.



See the table below for the methodology to be applied to obtain final ratings.

- Final awards will be decided by ESDC upon completion of the review process. All bidders will be informed of the decision.
- Tie Breaker: When two or more responsive proposals achieve the identical score, the proposal with the highest score in the Rated Criteria will be will be recommended for contract award..

80/20 Best Value Calculation

Example of Best Value Determination			
	Bidder 1	Bidder 2	Bidder 3
Technical / Qualifications of the Contractor Points	91	88	80
Price Quoted	\$50,000	\$40,000	\$47,000
CALCULATION			
	Technical Points	Rated Price Points	Total Points
Bidder 1	91 X 80 = 80.00 * 91	**40 X 20 = 16.00 50	96.00
Bidder 2	88 X 80 = 77.36 * 91	**40 X 20 = 20.00 40	97.36
Bidder 3	80 X 80 = 70.32 * 91	**40 X 20 = 17.02 47	87.34
* Represents the highest technical score ** Represents the lowest priced proposal			

Assumption: Three valid bids have been received. The maximum technical score that can be obtained is 100 points. The highest technical score and lowest price proposal received “full rated” percentage and other proposals are pro-rated accordingly.

The winner is the bidder scoring the highest total points established by adding the technical and rated price points. Based on the above calculation, a contract would be awarded to Bidder 2, who attained the highest total score taking into consideration the technical merit and proposed price.



## **PART 5 – CERTIFICATIONS**

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

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

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

### **1. Mandatory Certifications Precedent to Contract Award**

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

#### **1.1 Code of Conduct and Certifications - Related documentation**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

#### **1.3 Former Public Servant Certification**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information



required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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

### Former Public Servant in Receipt of a Pension

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

\* Bidder (For greater clarity, the "Bidder" means the vendor legal entity (e.g. not a resource of the vendor legal entity).

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

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



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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

### **1.4 Status and Availability of Resources**

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

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



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and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

### **1.5 Education and 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 is capable of performing the Work described in the resulting contract.



## **PART 6 – SECURITY**

### **1. Security Requirement**

The bidder **MUST** hold a valid Designated Organisation Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B issued by the Canadian and International Industrial Security Division (CIISD), Public Works and Government Services Canada at solicitation closing date.

The bidder's proposed personnel requiring access to PROTECTED information, assets or work site(s) must **EACH** hold a valid RELIABILITY STATUS at the level of PROTECTED B. To demonstrate compliance, bidders shall provide a list of proposed individuals who will require access to Designated information, assets and sensitive work sites; their clearance levels, which department the clearance was granted; and their birthdates. Birthdates will be used solely for security check purposes.



## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **1. Applicable Laws**

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

### **2. 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) the General Conditions 2035 - Higher Complexity - Services (2014-09-25);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Security Requirements Check List;
- (e) the Contractor's bid dated \_\_\_\_\_.

### **3. Statement of Work**

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

### **4. Standard Clauses and Conditions**

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

Whenever 'Public Works and Government Services Canada' appears in any of the standard clauses or the General or Supplemental Conditions replace with "Employment and Social Development Canada".

#### **4.1 General Conditions**

2035 (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract, with the following exceptions:

- 4.1.1 Delete reference to 'Client Reference Number (CRN)' and 'Procurement Business Number (PBN)' from Section 12, sub-section 2.a
- 4.1.2 Delete sub-sections 14



- 4.1.3 Delete sub-sections 15
- 4.1.4 Delete sub-sections 19
- 4.1.5 Delete sub-sections 20

## **5. Security Requirement**

The contractor **MUST** hold a valid Designated Organisation Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B issued by the Canadian and International Industrial Security Division (CIISD), Public Works and Government Services Canada at solicitation closing date.

The contractors' proposed personnel requiring access to PROTECTED information, assets or work site(s) must **EACH** hold a valid RELIABILITY STATUS at the level of PROTECTED B. To demonstrate compliance, bidders shall provide a list of proposed individuals who will require access to Designated information, assets and sensitive work sites; their clearance levels, which department the clearance was granted; and their birthdates. Birthdates will be used solely for security check purposes.

## **6. Period of the Contract**

The period of the Contract is from date of award to June 30, 2015.

## **7. Authorities**

### **7.1 Contracting Authority**

The Contracting Authority for the Contract is:

Robert Hayman  
Senior Procurement Specialist  
Employment and Social Development Canada  
Procurement and Contracting

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

### **7.2 Project Authority**

The Project Authority for the Contract is:

To be provided at time of Contract award



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

**7.3 Contractor's Representative**

The Contractor's Representative for the Contract is:

To be provided at time of Contract award

**8. Payment**

**8.1 Basis of Payment – firm lot price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price of \$\_\_\_\_\_ (*insert price at contract award*). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**8.1.2 Travel and Living Expenses** - An amount of up to \$3,750 (including applicable taxes) will be made available for any travel and accommodation expenses related to the presentation of the final report in the National Capital Region for up to two persons.

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the Treasury Board directive entitled *Special Travel Authorities*, and the National Joint Council *Travel Directive*.

All travel must have the prior authorization of the Project Authority (as per the Treasury Board Directive on Travel, Hospitality, Conference and Event Expenditures ( <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27228&section=text#cha6>)). All payments are subject to government audit.

**Estimated Cost**      \$ \_\_\_\_\_

**9. Method of Payment**



## 9.1 Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

## 9.2 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is at Annex "A", section 10.

## 10. Invoice Submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, and financial code(s);
  - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - c. deduction for holdback, if applicable;
  - d. the extension of the totals, if applicable; and
  - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract



## 11. Foreign Nationals (*Canadian Contractor*)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

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

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

## 13. Certifications

**13.1** 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.

## 14. Intellectual Property

### Canada to Own Intellectual Property Rights in Foreground Information

- **01** Interpretation
- **02** Disclosure of Foreground Information
- **03** Canada to Own Intellectual Property Rights in Foreground Information
- **04** License to Intellectual Property Rights in Background Information
- **05** Right to License
- **06** Access to Information; Exception to Contractor Rights
- **07** Waiver of Moral Rights
- Copyright (Re: 6.5)



## **01 Interpretation**

### 1. In the Contract,

"Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;

"Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;

"Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;

"Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;

"Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

## **02 Disclosure of Foreground Information**

1. The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.
2. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.



### **03 Canada to Own Intellectual Property Rights in Foreground Information**

1. Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
2. The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:
  - (c) HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

  - (c) SA MAJESTÉ LA REINE DU CHEF DU CANADA (year)
3. (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.  
  
(ii) For greater certainty and without limiting sub-section 03(1), if the Work under the Contract involves the collection of personal information as that term is defined in the Privacy Act (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.
4. The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the Minister may require, and the Contractor shall, at Canada's expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

### **04 License to Intellectual Property Rights in Background Information**

1. The Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background



Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:

1. for the use, operation, maintenance, repair or overhaul of the Work;
2. in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;
3. for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;

and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

2. The Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection 2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
3. Notwithstanding subsections 1 and 2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.
4. The Contractor acknowledges that, subject to paragraph (c) of subsection 1, Canada may wish to award contracts for any of the purposes contemplated in subsections 1 and 2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
5. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the



Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

## **05 Right to License**

The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Contract.

## **06 Access to Information; Exception to Contractor Rights**

1. Subject to the Access to Information Act, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.
2. Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:
  1. is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
  2. is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
  3. is independently developed by or for Canada; or
  4. is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

## **07 Waiver of Moral Rights**

1. The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the Copyright Act, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.
2. If the Contractor is an author of the Foreground Information referred to in subsection 1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.



## Copyright (Re: 6.5)

### Copyright

1. In this section,  
"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.  
  
"Moral Rights" has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42.
2. Copyright in the Material shall vest in Canada and the Contractor shall incorporate in all Material the copyright symbol and either of the following notices, as appropriate:  
  
(c) HER MAJESTY THE QUEEN IN RIGHT OF Canada (year)  
  
or  
  
(c) SA MAJESTÉ LA REINE DU CHEF DU CANADA(year)
3. At the completion of the Contract, or at such other time as the Contract or the Minister may require, the Contractor shall fully and promptly disclose to the Minister all Material created or developed under the Contract.
4. Where copyright in any Material vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Minister may require.
5. The Contractor shall not use, copy, divulge or publish any Material except as is necessary to perform the Contract.
6. At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Material.
7. If the Contractor is an author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.



## ANNEX “A”

### STATEMENT OF WORK

#### 1. **Title:** Business Cases for Flexible Workplace Practices in Support of Caregivers

#### 2. **Objectives:**

The Contractor will produce a series of business cases to fill the knowledge gap of the cost-benefit to Canadian employers of offering various flexible workplace practices in support of caregivers.

#### 3. **Background Statement:**

Population aging presents challenges to economic growth and prosperity in Canada. Moving forward, the Government recognizes that all Canadians need opportunities to contribute to and succeed in the labour market. One growing area of concern is the labour market challenges faced by Canadians balancing employment and informal caregiving. With population aging, the demand for informal care is expected to increase. Currently, 35% of Canada’s entire workforce provides informal care to a family member or friend.

Many caregivers struggle to balance their work and care responsibilities, resulting in negative employment consequences. Many caregivers must reduce their regular working hours, turn down paid employment and, in some cases, quit their job in order to provide care. Beyond the direct and indirect costs to caregivers, informal care also impacts employers and government because of the costs associated with productivity loss and replacement costs.

In the 2014 Budget, the Government of Canada committed to launch the Canadian Employers for Caregivers Plan, which aims to engage with employers on cost-effective workplace solutions to help maximize caregivers’ labour market participation. In response, the Minister of State (Seniors), on behalf of the Minister of ESDC, appointed the Employer Panel for Caregivers (the Panel) to consult with Canadian employers to identify successful and promising workplace practices that support the labour market participation of caregivers.

In addition to identifying successful and promising workplace practices for Canadian businesses of various sizes, ESDC is also interested in filling the knowledge gap of the cost-benefit to Canadian employers of providing key flexible workplace practices in support of caregivers. Indeed, many employers have expressed significant openness to learning more about the impact of caregiving on their profitability and operations. However, employers also acknowledged that the impact of caregiving on their business is largely unknown as they are unaware of the extent to which employees are accessing benefits specifically for caregiving purposes (i.e., days off of work, reduced hours, flexible work arrangements). As a result, employers are interested in knowing the business case of supporting employees with caregiving responsibilities. The provision of this evidence will demonstrate to employers why offering supports to staff with caregiving responsibilities is to their benefit.



In this context, ESDC is seeking business case study proposals for work to be conducted by a team led by a project lead with existing business networks. The Contractor will address the issue of the cost-benefit to Canadian employers of offering various workplace practices in support of caregivers. The series of business cases will meet this objective in highlighting effective workplace practices both for employers and employed caregivers. The study will help to identify the costs and benefits to employers of implementing key flexible workplace practices in their organization. The study will underline differences and similarities between small, medium and large private businesses in terms of types of support provided and costs/benefits observed for key initiatives. In addition, the report will provide an opportunity for employers to share best practices.

In conducting this study, the Contractor will be asked to answer the following questions:

- What are the benefits for employers of implementing flexible workplace practices to support their employees who are caregivers (e.g., increased productivity, decreased costs, recruitment and retention of outstanding employees, and reputation of the organization as a good employer)?
- What are the best practices emerging from this study that could encourage the uptake of practices more broadly across businesses?

In support of that work, the Contractor will also prepare a literature review answering the following question:

- Based on Canadian and international literature, what is the state of knowledge in the field of effective workplace practices for work-life balance in general, and for employees combining informal care and work responsibilities in particular?

#### 4. Scope:

The Contractor will:

- Select promising practices informed by domestic and international literature;
- Develop the methodology and tools to be used to:
  - select the participating businesses;
  - gather and analyze employer level data; and,
  - for each promising practice, perform a comparative analysis of the costs and benefits for private sector employers of providing workplace supports for caregivers.
- The methodology should draw on multiple lines of evidence and take into account the various sizes of the participating organizations. The comparative analysis will include analysis of available data such as, but not limited to, uptake of flexible workplace practices, employee absenteeism, costs of programs, and productivity, as well as consultations with the employers and employees.
- Work with nine (9) private sector employers, who provide flexible workplace support for caregivers, to analyze the employer costs and the benefits of their initiatives.



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- Employers will be selected by the contractor based on agreed upon methodology and in consultation with the Project Authority, who may provide information such as company name, contact information, and workplace practices of potential employers.
- It is essential that the contractor select organizations that represent small, medium, and large-sized organizations and more than one sector and geographical region. It is recommended that the Contractor work with three (3) small-, three (3) medium-, and three (3) large-sized organizations.<sup>1</sup>
- Produce a substantive report (approximately 50 pages, including charts and tables) that presents the business cases for key workplace practices and outlines the implementation, monitoring, assessment and verification of the costs and benefits of flexible workplace practices in small, medium and large private-sector Canadian businesses.
- Present the result of this business cases study in Ottawa. This presentation should be no more than thirty (30) minutes in length (about 12 slides) and the audience will typically be policy analysts and other government officials. The audience may also include the Minister of State (Seniors).

## 5. Data Collection

Based on the agreed upon methodology, the contractor will work with the appropriate personnel of the selected businesses to gather the required information to perform the cost-benefit analysis of their various business practices.

### 5.1 Requirements Governing Personal Information

1. For the purpose of allowing the Contractor to perform the work under the contract, ESDC shall make available to the Contractor, in accordance with the *Department of Employment and Social Development Act* and other applicable laws governing the protection of information under its control, the following information: company name, contact information and if publicly available, relevant workplace practices.
2. For the purpose of performing the work under the contract, the Contractor shall collect, on behalf of ESDC, information such as demographic information, attitudes and opinions.
3. The Contractor shall collect the information referred to in section 2 above directly from the individuals to whom that information relates unless the individuals authorize collection from another source or the direct collection of information might result in the collection of inaccurate information.
4. The Contractor shall inform the individuals of the purpose of the collection, including any statutory authority for the collection, of their right to refuse to provide any or all of the requested information and any possible consequence of such refusal, and of their right of access and correction.
5. The Contractor shall make every effort to ensure the accuracy of the information collected pursuant to section 2 above.

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<sup>1</sup> Small-sized organizations are those with 1-99 paid employees; medium-sized organizations are those with 100-499 paid employees; and large-sized organizations are those with 500 or more paid employees as per Industry Canada.



6. Unless otherwise required by law or authorized in writing by the individuals to whom that information relates, the Contractor shall not collect, use or disclose the information respectively referred to in sections 1 and 2 except for the purpose of performing the work under the contract.
7. The Contractor shall maintain all information referred to in sections 1 and 2 above, and make sure it is only accessible in Canada.
8. The Contractor shall segregate all records containing information referred to in sections 1 and 2 above (whether in electronic format or in hard copy) from its other records, and keep all databases in which such records are to be maintained physically independent from all other databases, directly or indirectly, which are located outside Canada.
9. The Contractor shall ensure that all aspects of the processing of information referred to in sections 1 and 2 above are conducted and only accessible in Canada.
10. The Contractor shall take all necessary measures to ensure that every person it hires, or the services of whom it retains to fulfill its obligations under this contract, knows and complies with all the terms and conditions of this contract with respect to the protection of information referred to in sections 1 and 2 above.
11. Unless otherwise required by law or authorized in writing by the individuals to whom that information relates, the Contractor will ensure that no information referred to in sections 1 or 2 above, is disclosed to a third party for a purpose authorized herein, unless there is a written agreement between the Contractor and the third party, imposing upon the third party obligations that are the same as those that are imposed upon the Contractor under this contract with respect to the protection of this information.
12. The information referred to in sections 1 and 2 above remains at all times under the control of ESDC.
13. The information referred to in sections 1 and 2 above is protected by the *Privacy Act* and any other applicable federal laws governing the protection of personal information held by federal institutions. That information shall be treated as such by the Contractor in accordance with the *HRSDC Security Policy and Procedures Manual*, the Government of Canada Security Policy or other instructions that ESDC may issue.
14. Unless otherwise required by law or authorized in writing by the individuals to whom that information relates, the Contractor shall not make any copies of the information referred to in sections 1 and 2 above except with the written consent of ESDC.
15. Unless otherwise required by law or authorized in writing by the individuals to whom that information relates, upon expiry or termination of the contract, whichever is earlier, the Contractor shall return to ESDC the information referred to in sections 1 and 2 above and copies thereof, if any.
16. The Contractor's premises shall be open for inspection by authorized representatives of ESDC at reasonable times to ensure compliance with the provisions of this contract governing the protection of personal information.
17. The Contractor shall notify ESDC immediately after he becomes aware that a breach of any provision of this contract governing the protection of personal information has occurred.



18. Any intentional breach by the Contractor of any provision of this contract governing the protection of personal information constitutes a fundamental breach of contract such that the contract may be terminated by ESDC.

## 6. Contract Period

The contract will be for work to be completed from the date the contract is awarded to June 30, 2015.

## 7. Tasks

A description of the key tasks involved for each deliverable is provided below to facilitate the development of Contractor estimates in terms of the project scope, costs, and schedule. These tasks may be undertaken concurrently.

### **First Deliverable – Detailed Work Plan with Proposed Methodology**

- Initial scoping of relevant Canadian and international literature using robust search methods and selection criteria;
- Develop the proposed methodology for selecting participating business participants (who represent more than one region and industry), and identify potential business participants, discuss the proposed participants with the Project Authority, and establish sites for undertaking the work;
- Develop an overview of the proposed methodological and analytical approach for the cost benefit analysis by business, including measures and tools;
- Develop and provide an overview of the proposed methodological and analytical approach for the comparative analysis across businesses; and,
- Develop a draft and final detailed work plan, including timelines for data collection, analysis, and report writing.

### **Second Deliverable – Methodological Report, Literature Review, and Progress Report**

- a) Draft and final Methodological Report, including:
  - An introduction and overview of the project
  - A description of the concept of a business case and cost-benefit analysis
  - A detailed description of participant selection methodology
  - A detailed description of the data collection methods, both qualitative and quantitative, including the rationale for the selection of data sources
  - A copy of any tools being used for the data collection (e.g., interview questions)
  - A detailed description of the analytical approach for the cost-benefit analysis of business practices



- A description of the methodological and analytical approach for the comparative analysis of key business practices across employers; including an examination of differences and similarities between small, medium, and large private businesses
- A discussion of anticipated challenges
- b) Draft and final Literature Review, including:
  - An overview of the concept of a business case and discussion of any ambiguities in definitions
  - A discussion on work-life balance, with a focus on caregivers
  - A discussion of the state of knowledge on effective workplace practices for work-life balance in general, and for employees who provide care more specifically, as well as costs and benefits of these practices for employers in a Canadian context
  - A description of any similar projects undertaken in Canada or internationally

### **Third Deliverable – Draft Technical Report**

- Data collection
  - Train team in use of research tools, identify business personnel to facilitate the data collection, and identify key organizational documents and data sources (e.g., human resources procedures, staffing records, financial records, etc.)
  - Begin data collection with selected businesses
- Preliminary Analysis and Reporting
  - Create an overview of each participating employer, including size, region, industry, and relevant business practices
  - Summarize preliminary cost-benefit analysis of data collected to date presented by business
- ❖ Deliverables four, five, and six are based on the inclusion of nine employers. If it is determined that there are not nine employers by March 13, the Project Authority reserves the right to limit the search for participating employers and proceed with deliverables four five and six at a reduced rate based on the number of employers included (2% per employer).

### **Fourth Deliverable – Final Technical Report**

- Data collection:
  - Complete data collection for all nine private sector employers
- Analysis and Reporting:
  - Complete the cost-benefit analysis of all qualitative and quantitative data by employer and validate findings with participants



- Write final technical report with cost-benefit analysis of key business practices presented by business

#### **Fifth Deliverable –Draft Report**

- Perform comparative analysis of key business practices across employers and validate business cases with key personnel (e.g., human resources, executives, union); and,
- Draft the final report presenting the business cases for key workplace practices.

#### **Sixth Deliverable – Final Report**

- Complete and submit the Final Report, incorporating feedback provided by the Project Authority.

#### **Seventh Deliverable –Presentation of Findings**

- Create a draft PowerPoint presentation summarizing methodology and key findings
- Submit draft PowerPoint presentation for discussion with the Project Authority; and,
- Submit and present the final presentation in the National Capital Region.

### **8. Constraints:**

**Gender-based analysis:** ESDC has a responsibility to employ gender-based analysis (GBA) in the work that it does on behalf of Canadians. Therefore, gender implications should be clearly identified for this initiative. This includes identifying, where possible, how the data, methods and analysis proposed will address GBA. Where the applicant does not believe GBA is possible, for example due to data limitations, an explanation should be provided.

GBA means looking at the differences between women and men in both outcomes and determinants across all research themes. GBA is an analytical tool that systematically integrates a gender perspective into the development of policies, programs and legislation, as well as research, planning and decision-making processes. It helps to identify and clarify the differences between women and men, boys and girls, and demonstrates how these differences affect social and economic outcomes for Canadians.

**Language Requirements:** The documents shall be produced in either French or English. Information disseminated through this initiative will be available in both French and English.

**Copyright & Intellectual Property:** The Minister has determined that any intellectual property arising from the performance of the work under this contract will vest with the Crown, on the following grounds: the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.



**9. Budget:**

- The cost of the project shall not exceed the available budget of up to \$660,000 (excluding applicable taxes). This cost includes professional fees, travel and other related expenses incurred in completing the contract.

**10. Deliverable Schedule:**

In carrying out the project, the Contractor will undertake and produce the deliverables described below. The final report is due no later than June 30, 2015.

Date	Event/Deliverable	Amount or percent of total contract*
Within three weeks of the awarding of the contract	<p><b><u>First Deliverable: Detailed Work Plan with Proposed Methodology (15-25 pages)</u></b></p> <ul style="list-style-type: none"> <li>• Initial scoping of domestic and international literature; description of proposed methodological approach for selecting participants, data collection, cost-benefit analysis, and comparative analysis; and timelines</li> <li>• Propose participants to Project Authority</li> </ul>	7%
February 13, 2015	<p><b><u>Second Deliverable: Methodological Report and Literature Review</u></b></p> <p>a) A methodological report providing a detailed description of the data collection and analysis methodology for all aspects of the project, clearly identifying multiple lines of evidence (20-35 pages)</p> <p>b) A stand-alone literature review, including discussion of the state of knowledge on effective workplace practices for work-life balance in general and for employees providing care more specifically (25-35 pages)</p>	15%
March 13, 2015	<p><b><u>Third Deliverable: Draft Technical Report (10-15 pages)</u></b></p> <ul style="list-style-type: none"> <li>• An overview of participating private-</li> </ul>	18%



	sector employers and the preliminary analysis of data collected to date presented by employer	
April 24, 2015	<p><b><u>Fourth Deliverable: Final Technical Report (25-30 pages)</u></b></p> <ul style="list-style-type: none"> <li>• Technical Report providing overviews for each participating employer and the findings of the cost-benefit analysis of their key flexible workplace practices</li> </ul>	❖ 18%
May 29, 2015	<p><b><u>Fifth Deliverable: Draft Report (approximately 50 pages)</u></b></p> <ul style="list-style-type: none"> <li>• Draft Business Cases Report, which should be as complete as possible and include all required report elements as discussed with the Project Authority</li> </ul>	❖ 18%
No later than June 30, 2015	<p><b><u>Sixth Deliverable: Final Business Case Report (approximately 50 pages)</u></b></p> <ul style="list-style-type: none"> <li>• Final Business Cases report incorporating the Project Authority's feedback</li> </ul>	❖ 18%
No later than June 30, 2015	<p><b><u>Seventh Deliverable: Presentation of the Business Case Findings</u></b></p> <ul style="list-style-type: none"> <li>• PowerPoint presentation to be submitted and presented at ESDC in Ottawa (no more than 30 minutes)</li> </ul>	6%

❖ Payment for deliverables four, five, and six are based on the inclusion of nine employers. If it is determined that there are not nine employers by March 13, the Project Authority may choose to limit the search for participating employers and proceed with deliverables four five and six at a reduced rate based on the number of employers included (2% per employer).



The total cost includes all travel and other expenses incurred as a result of completing the work. An additional amount of up to \$3,750 (including applicable taxes) will be made available for any travel and accommodation expenses related to the presentation of the final report in the National Capital Region for up to two persons. The contractor will be reimbursed for these expenses upon the receipt of original invoices as per Federal Government (Treasury Board) guidelines.

#### **11. Work Location:**

ESDC will **not** provide an office for the completion of this contract.

#### **12. Reporting and Communications:**

Following the awarding of the contract, a telephone meeting will be held with the Project Authority and a representative from ESDC Contracting and Procurement Division to confirm objectives, design, deliverables and timelines of the contract. Once these details are finalized, the contract will be signed by both parties.

A second telephone meeting will occur to finalize the selection of business participants.

A third telephone meeting could occur after the third deliverable has been received and reviewed for the purpose of providing feedback to the Contractor.

The Contractor will be asked to present in Ottawa the result of this business case project.

In addition to these meetings and the presentation in Ottawa, the Contractor will maintain communication with the Project Authority throughout the duration of the contract to provide status updates. As well, if necessary, other telephone meetings will be arranged to advance the initiative and provide clarification.



## ANNEX “B”

### EVALUATION CRITERIA

#### Project Proposal Requirements

##### Technical Proposal

The proposal should address the requirements clearly and in sufficient depth to demonstrate an understanding of the issues under consideration. Bidders should demonstrate their capability and describe their approach to the work in a thorough, concise and clear manner.

a) Project overview and general approach:

- Provide a succinct project description and contextualize the proposed project within the existing literature on the topic. Emphasis should be placed in outlining the objectives of the cost/benefit analysis and the questions to be answered;
- Present the analytical framework to be used in the project, clearly identifying multiple lines of evidence and data requirements; a description of the methods to be utilized for selecting the participating businesses (e.g., ensuring not all the same region or industry), selecting the literature, and undertaking the cost-benefit analysis; and an indication of potential limitations;
- Outline the expected contribution that the project will make in the advancement of knowledge;
- Provide a detailed proposed timeline for carrying out this project, including the identification of specific outputs and a schedule for their completion; and,
- Provide an outline of the activities to be carried out by the bidder and its personnel involved in the project, along with the estimated time spent by each individual on each component of the project.

b) Contractor Qualifications:

- Demonstrate how the bidder is qualified to carry out the various components of the proposed project. CVs must be provided for the Project Executive and its personnel.
  - It is expected that the bidder have private-sector expertise and existing networks.
  - The bidder is responsible for demonstrating their experience, and their personnel’s experience, in planning, conceptualizing, and designing business case studies; collecting and analyzing quantitative and qualitative data (e.g., cost-benefit analysis); conducting comparative analysis; and summarizing and presenting findings in a written report and oral presentation to non-technical audiences.



**Mandatory Requirements**

The mandatory requirements listed will be evaluated on a pass/fail (i.e. compliant / non-compliant) basis. Proposals that fail to meet the mandatory requirements will be disqualified at this stage and given no further consideration.

Proposals must demonstrate compliance with all of the following specifications and requirements. Bidders must ensure that each criterion is addressed in sufficient depth to enable a thorough assessment.

**M-1**

The bidder **MUST** hold a valid Designated Organisation Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B issued by the Canadian and International Industrial Security Division (CIISD), Public Works and Government Services Canada at solicitation closing date.

**M-2**

The bidder’s proposed personnel requiring access to PROTECTED information, assets or work site(s) must **EACH** hold a valid RELIABILITY STATUS at the level of PROTECTED B at solicitation closing date .

**M-3**

The bidder must provide detailed resumes for all proposed personnel listing their educational, professional and work experience.

The team must include:

- A Project Executive
- At least one resource who has a valid professional accounting designation (i.e., CA, CGA, or CMA)

For proposed personnel, who will require access to PROTECTED information, assets and/or sensitive work sites Bidders should provide the following information as part of their proposal. ESDC will not delay award of contract pending required security clearances.

Team Member	Security Level Clearance	Security Clearance Number	Department Holding Clearance	Date of Birth



Rated Criteria	Total Points	Minimum Points Required (70%)
<b>TECHNICAL</b>		
<p>R1. Completeness &amp; Clarity of the Project Proposal: Evaluation of the proposal will be based on whether all project requirements outlined in the RFP have been addressed in the work plan and the overall clarity with which they have been addressed. Bidders should:</p> <ul style="list-style-type: none"> <li>• Demonstrate understanding of the project requirements and objectives (10 points);</li> <li>• Address all issues from the project requirements section and provide a plan for how these questions will be addressed in the project (10 points); and,</li> <li>• Situate the proposal within existing literature on the topic by referencing all material used to assist in writing the proposal as well as other materials of relevance to the project (5 points).</li> </ul>	25	17.5
<p>R2. Proposed Methodological and Analytical Framework Bidders will be evaluated on their proposed methodological and analytical approach. The bidder should:</p> <ul style="list-style-type: none"> <li>• Demonstrate that the proposed methodological and analytical approaches(e.g., data source, and collection strategy) to be used in the project are appropriate and provide an understanding of how such approaches will meet the project objectives:               <ol style="list-style-type: none"> <li>a. Methodology for selecting participating businesses, including demonstrating how they will represent more than one region and one industry (15 points)</li> <li>b. Methodology for gathering data for cost benefit analysis at the level of employer (15 points)</li> <li>c. Methodology for comparative analysis of practices across employers (15 points)</li> </ol> </li> </ul>	45	31.5
<p>R3. Level of Effort &amp; Schedule for Deliverables Proposals will be evaluated on the level of work allocated to each individual project member and on the feasibility of the schedule for completion of all major activities and deliverables. Proposals should:</p> <ul style="list-style-type: none"> <li>• Provide a detailed description of the roles and responsibilities of each individual identified in the proposal (10 points); and,</li> <li>• Provide a work task breakdown demonstrating how the team will meet deliverables (10 points).</li> </ul>	20	14



<b>TOTAL TECHNICAL</b>	90	63
<b>QUALIFICATIONS OF THE RESOURCES</b>		
<p>R4. Relevant experience in conducting business case studies Bidders should demonstrate the project executive and team’s previous experience and competencies completing the project requirements and managing all phases of a cost-benefit analysis and business case study, including:</p> <ul style="list-style-type: none"> <li>• Planning, conceptualization and design (5 points)</li> <li>• Data collection (5 points)</li> <li>• Qualitative, quantitative, and comparative analysis (5 points)</li> <li>• Reporting on results through a written report and oral presentation to non-technical audiences (5 points)</li> </ul>	20	14
<p>R5. Existing private-sector business networks</p> <ul style="list-style-type: none"> <li>• Demonstrate existing Canadian private-sector business expertise and networks (5 points)</li> </ul>	5	3.5
<b>TOTAL CONTRACTOR QUALIFICATIONS</b>	25	17.5
<b>TOTAL POINTS</b>	115	80.5