



REQUEST FOR STANDING OFFER (RFSO)

Psychometric Leadership Assessment Services

Page 1 of 30

Subject:

For further details, please refer to the Statement of Work attached as **Annex A** of this document.

Issue Date:

November 8, 2016

Closing Date and Time:

December 5, 2016 11:00 AM EST

RFSO No:

SEN 011 16/17

SENATE INFORMATION

Delivery address by mail:

Only electronic submissions will be accepted.

Delivery address by email:

PLEASE MARK ALL CORRESPONDANCE WITH THE RFSO NUMBER INDICATED ABOVE.

Contact:

Ruben Hyppolite
Manager, Procurement
Finance and Procurement

Telephone no:

613-947-1932

E-mail:

ruben.hyppolite@sen.parl.g
c.ca

OFFEROR SIGNATURE BLOCK

The Offeror offers and agrees to provide the Senate of Canada, upon the terms and conditions set out herein, including attachments to this document, the services listed herein and on any attachment at the price(s) set out therefore.

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

Name of Firm:

Name of Representative:

Authorized Signature:

Date:

Position Title:

Email Address:

Telephone Number:

Fax Number:

GST Registration or Business Number:

Table of Contents

PART 1 - GENERAL INFORMATION

1. *Introduction*
2. *Summary*
3. *Debriefings*

PART 2 - OFFEROR INSTRUCTIONS

1. *Prelude*
2. *Signature Requirement*
3. *Irrevocable Proposals*
4. *Cost Related to the Preparation of Proposal*
5. *Joint Venture*
6. *Inquiries and Communications*
7. *Provision of False or Incorrect Information*
8. *Price Justification*
9. *Conflict of Interest – Unfair Advantage*
10. *Funding Approvals*
11. *Applicable Laws*

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. *Offer Preparation Instructions*

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. *Evaluation Procedures*
2. *Mandatory Criteria*
3. *Rated Evaluation Criteria*
4. *Offeror's Cost Proposal*
5. *Financial Evaluation*
6. *Basis of Selection*

PART 5 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. *Appropriate Law*
2. *Offer*
3. *Period of the Standing Offer*
4. *Option to Extend the Standing Offer*

-
5. *Authorities*
 6. *Call-up Instrument*
 7. *Withdrawal*
 8. *Joint Venture*
 9. *Confidentiality*
 10. *Miscellaneous Restrictions*
 11. *Replacement of Specific Individuals*
 12. *Priority of Documents*

B. RESULTING CONTRACT CLAUSES

1. *Appropriate Law*
2. *Period of the Contract*
3. *Interpretation*
4. *Assignment*
5. *Time is of the Essence*
6. *Indemnity Against Claims*
7. *Right to Inspection*
8. *Termination of Agreement*
9. *Warranties*
10. *Records to be Kept by the Contractor*
11. *Confidentiality*
12. *Subcontracts*
13. *Rules and Regulations*
14. *Miscellaneous Restrictions*
15. *No Implied Obligations*
16. *Performance*
17. *Amendments to the Agreement*
18. *Ownership of Intellectual and Other Property Including Copyrights*
19. *Conflict of Interest*
20. *Discrimination and Harassment in the Workplace*
21. *Sales Tax*
22. *Basis of Payment*
23. *Method of Payment*

-
- 24. *Interest on Overdue Accounts*
 - 25. *Advertisement*
 - 26. *Entire Agreement*
 - 27. *Health and Safety*

ANNEX A

STATEMENT OF WORK

ANNEX B

NON-DISCLOSURE AGREEMENT

APPENDIX A

ITEM PRICING LIST

PART 1 - GENERAL INFORMATION

1. Introduction

The offer solicitation is divided into five parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions, clauses and conditions applicable to the offer solicitation;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the offer, and the basis of selection;
- Part 5 5A, Standing Offer, and 5B, Resulting Contract Clauses.

The annexes include the Statement of Work and the Non-Disclosure Agreement, and the Appendix A – Item Pricing List.

2. Summary

Single Standing Offer

The Senate of Canada (Senate) is seeking to establish a Standing Offer for the supply of Leadership Assessment services for a period of 2 years from the date of standing offer award, with the option to renew the standing offer for 2 additional 1-year periods.

3. Debriefings

Offerors may request a debriefing on the results of the offer solicitation process. Offerors should make the request to the Standing Offer Authority within 5 working days of receipt of the results of the offer solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Prelude

- I. The Senate of Canada invites the submission of proposals for the provision of goods or services as described in this document and in accordance with the stated mandatory requirements set forth in this Request for Proposals (RFSO).
- II. "Offeror" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting an offer to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Offeror, or its subcontractors.

2. Signature Requirement

- I. The Chief Executive Officer or a designate that has been authorized to commit the Offeror to contracts must sign the RFSO.
- II. Failure to sign the cover page will result in the disqualification of the proposal.

3. Irrevocable Proposals

- I. Offers will remain open for acceptance for a period of not less than ninety (90) days from the closing date of the RFSO, unless specified otherwise in the offer solicitation.
- II. The Senate of Canada reserves the right to seek an extension of the offer validity period from all responsive Offerors in writing, within a minimum of three (3) days before the end of the offer validity period. If the extension is accepted by all responsive Offerors, the Senate of Canada will continue with the evaluation of the offer. If the extension is not accepted by all responsive Offerors, the Senate of Canada will, at its sole discretion, either continue with the evaluation of the offers of those who have accepted the extension or cancel the solicitation.

4. Cost Related to the Preparation of Proposal

- I. No payment direct or indirect will be made for costs that may be incurred relative to the preparation or submission of a proposal in response to this RFSO.

5. Joint Venture

- I. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to offer together on a requirement. Offerors who submit as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a) the name of each member of the joint venture;
 - b) the Procurement Business Number of each member of the joint venture;
 - c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d) the name of the joint venture, if applicable.
- II. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.
- III. The offer and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the offer solicitation and any resulting contract. If a contract is awarded to a joint venture, all members

of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

6. Inquiries and Communications

- I. The contact person for all inquiries and other communications in regard to this RFSO is stated on the cover page of this document. Any communication or inquiries must be directed ONLY to this person. Non-compliance with this condition for that reason alone will result in the disqualification of Offeror's proposal. Answers to all questions shall be posted on the Buy and Sell website.
- II. It is the responsibility of the Offeror to ensure that proposals are clear and complete. The Senate of Canada reserves the right to contact any Offeror during the evaluation of proposals to obtain clarifications.
- III. All enquiries regarding this RFSO must be received by e-mail at: ruben.hyppolite@sen.parl.gc.ca by the Standing Offer Authority noted below, no later than 5 calendar days before the RFSO closing date. Enquiries received after that time may not be answered.
- IV. To ensure the equality of information among Offerors, answers to enquiries which are relevant to the quality of proposals will be provided to all invited Offerors simultaneously via the Buy and Sell website without revealing the sources of the inquiry.

7. Provision of False or Incorrect Information

- I. The Senate of Canada will reject any proposals found to contain false, incorrect or misleading information. It is the responsibility of the Offeror to ensure that all information provided is accurate, clear and easily understood. Furthermore, the Senate of Canada may refer cases of fraudulent misrepresentation to the Royal Canadian Mounted Police for potential criminal investigation.

8. Price Justification

- I. In the event that the Offeror's proposal is the sole responsive offer received, the Offeror must provide, on the Senate of Canada's request, one or more of the following price justification:
 - a. a current published price list indicating the percentage discount available to the Senate; or
 - b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
 - c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
 - d. price or rate certifications; or
 - e. any other supporting documentation as requested by the Senate.

9. Conflict of Interest – Unfair Advantage

- I. In order to protect the integrity of the procurement process, Offerors are advised that the Senate of Canada may reject an offer in the following circumstances:
 - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other offerors and that would, in the Senate's opinion, give or appear to give the Offeror an unfair advantage.

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- II. The experience acquired by a Offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by the Senate as conferring an unfair advantage or creating a conflict of interest. This Offeror remains however subject to the criteria established above.
 - III. Where the Senate intends to reject an offer under this section, the Standing Offer Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Standing Offer Authority before offer closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within the Senate's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

10. Funding Approvals

- I. Offerors should note that all contract awards are subject to the Senate of Canada's internal approvals process which includes the requirement of obtaining internal approvals should funding requirements exceed internal budgets for any proposed contract. Despite the fact that the Offeror may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to the Senate of Canada's internal policies. In this case, if approval is not granted, a contract cannot be awarded.

11. Applicable Laws

- I. Any resulting Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- II. Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

The Senate requests that offeror provide their proposals in separate documents as follows:

Section I: Technical Offer (1 soft copy)

Section II: Financial Offer (1 soft copy)

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

Section I: Technical Offer

- I. In their technical offer, offerors should demonstrate their understanding of the requirements contained in the offer solicitation and explain how they will meet these requirements. Offerors should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- II. The technical offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the offer solicitation is not sufficient. In order to facilitate the evaluation of the offer, the Senate requests that offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Offer

- I. Offerors must submit their financial offer, as per the elements described in Appendix A – Item Pricing List, in Canadian funds. The total amount of Applicable Taxes must be shown separately.
- II. The Appendix A – Item Pricing List will form the Annex B, Basis of Payment for the resulting Standing Offer.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- I. Offers will be assessed in accordance with the entire requirement of the solicitation including the technical and financial evaluation criteria.
- II. An evaluation team composed of representatives of the Senate of Canada will evaluate the offers.
- III. The following is the proposed format for the Offeror's Technical Proposal. It is mandatory that the information listed in the proposed index be included in the Offeror's Technical Proposal.

Description	Page no.
<u>Mandatory Requirements:</u>	
M1	
M2	
M3	
M4	
M5	
M6	
<u>Rated Requirements</u>	
R1	
R2	

2. Mandatory Criteria

- I. Offerors must ensure full compliance with the mandatory requirements to be considered responsive.
- II. Where indicated, Offerors must provide an explanation that clearly demonstrates full compliance with mandatory requirements. Documentation must be provided in support of claims of compliance to mandatory criteria.
- III. Ensure that the page and paragraph number in the Offerors' Technical Proposal is indicated in the column entitled "Page no." for all information included.
- IV. **Failure to clearly demonstrate full compliance or provide supporting documentation will result in the offer being found non-compliant.**
- V. For offers presented as joint ventures, Offerors must demonstrate that all parties meet the Mandatory Criteria. Where evaluation of years of experience is required, years of experience will be calculated individually for EACH of the parties of the joint venture, not cumulatively.
- VI. Offerors MUST meet all the mandatory requirements of the RFSO. No further consideration will be given to offerors not meeting all the mandatory criteria.

The mandatory criteria are:

Mandatory Criteria	Met / Not Met
<p>M1</p> <p>The Offeror must clearly demonstrate that it has over 5 years of corporate experience in the past 8 years providing Leadership Assessment Services similar to those described in the Statement of Work.</p> <p>In order to demonstrate this, the Offeror must provide:</p> <ul style="list-style-type: none"> • A short description of the Offeror's corporate history • A short description of the Offeror's experience providing Leadership Assessment Services • A list of clients to whom these services were provided in the last 8 years (Minimum of 5, Maximum of 15) <p>The following must be included for each client:</p> <ul style="list-style-type: none"> ○ <u>Name of Client</u> ○ <u>Date of services provided</u> 	
<p>M2</p> <p>The Offeror must complete, sign, and include with their bid a completed copy of the Non-Disclosure Agreement, found in Annex B of this RFSO.</p>	
<p>M3</p> <p>The Offeror must provide the contact details for an Account Representative who will be the principal point of contact for the Senate, and will be responsible for coordinating Leadership Assessment call-ups.</p> <p>The following details must be provided:</p> <ul style="list-style-type: none"> • Contact Name: • E-mail address: • Telephone Number: 	
<p>M4</p> <p>The Offeror must certify that it will be able to provide its Leadership Assessment Services and any related exercises in both French and English.</p>	
<p>M5</p> <p>The Offeror must identify and detail each of the Leadership Assessment exercises it proposes to use to meet each of the Senate Leadership Competencies detailed in the Statement of Work.</p> <p>At a minimum, the following details must be provided for each exercise:</p> <ul style="list-style-type: none"> • Name of the exercise • Description of the exercise • Assessment methodology and reasons for selecting it • Which Leadership Competency the exercise is targeting <p><i>Note to Offeror: The information provided for M5 will be evaluated further in the rated criterion R1</i></p>	

<p>M6</p> <p>The Offeror must provide a mock-up of its final report (detailed in the Statement of Work.)</p> <p><i>Note to Offeror: The information provided for M6 will be evaluated further in the rated criterion R2</i></p>	
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3. Rated Evaluation Criteria

- I. Proposals that do not clearly meet all the mandatory requirements set forth in this RFSO will be disqualified.
- II. Price is only one criterion in the evaluation of proposals. The Senate of Canada is seeking best overall value and will evaluate proposals on a point rating system based on evaluation criteria and assigned weight factors.
- III. Offerors must include all information relating to the criteria in the Bidder's Technical Proposal. All information contained within the Bidder's Technical Proposal must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the proposal.
- IV. Each Evaluation Criteria is scored on an identified points system that is then multiplied by the Weight Factor indicated, as applicable.

The rated evaluation criteria are:

Criteria	Maximum Points (60% minimum passing score)	Proposal Page Reference
<p>R1</p> <p>The Offeror should elaborate on its proposed Leadership Assessment exercises presented for M5.</p> <p>The exercises will be evaluated on the following criteria:</p> <ul style="list-style-type: none"> • Description of approach used; • Appropriateness to the Senate Leadership Competency Profile and other public sector leadership competencies; • Demonstration of past experience with methodology. <p>Scoring:</p> <p>Up to 10 points will be awarded to each of the above criteria, for a total maximum of up to 30 points.</p> <p>The following scale will be used:</p> <p>0-2 points: The Offeror's response to this criterion is unsatisfactory.</p> <p>4-6 points: The Offeror's response is partially satisfactory, as it lacks in-depth information and</p>	<p>30 (Minimum passing score: 18)</p>	

<p>does not demonstrate that the exercise will meet the Senate's requirements.</p> <p>7-9 points: The Offeror's response is satisfactory, as it provides sufficient information demonstrating the ability to meet the Senate's requirements.</p> <p>10 points: The Offeror's response is complete and thorough, as it provides in-depth information which clearly demonstrates that the Bidder will be able to meet and possibly exceed the Senate's requirements.</p>		
<p>R2</p> <p>The Bidder's mock-up presented for M6 will be evaluated on the following criteria:</p> <ul style="list-style-type: none"> • Inclusion of all exercises and the detail of results for each; • Depth of analysis; • Relevancy of recommendations. <p>Scoring:</p> <p>Up to 10 points will be awarded to each of the above criteria, for a total maximum of up to 30 points.</p> <p>The following scale will be used:</p> <p>0-2 points: The Bidder's response to this criterion is unsatisfactory.</p> <p>4-6 points: The Bidder's report mock-up is partially satisfactory, as it lacks in-depth information and does not demonstrate that the format will meet the Senate's requirements. The required elements of the Final Report are minimally addressed.</p> <p>7-9 points: The Bidder's report mock-up is satisfactory, as it presents sufficient information and demonstrates that the format will meet the Senate's requirements. The required elements of the Final Report are partially addressed.</p> <p>10 points: The Bidders report mock-up is complete and thorough, as it provides in-depth information which clearly demonstrates that the Bidder will be able to meet and possibly exceed the Senate's requirements. The required elements of the Final Report are completely addressed.</p>	<p>30 (Minimum passing score: 18)</p>	
<p>Total Score for Rated Criteria</p>	<p>/60</p>	

4. Offeror's Cost Proposal

- I. Pricing must include all requirements as set forth in the RFSO.
- II. **Pricing must be submitted in a separate document clearly labelled "Cost Proposal" along with the Offeror's company name. No financial information may appear in the technical proposal.**
- III. In its Cost Proposal, the Offeror must provide its all-inclusive price as described in Appendix A, Item Pricing List.

5. Financial Evaluation

- I. The price of the offer will be evaluated in Canadian dollars, GST or HST excluded, FOB destination, Canadian customs duties and excise taxes included.
- II. For offer evaluation and offeror selection purposes only, the evaluated price of an offer will be determined in accordance with the Pricing Schedule detailed in Appendix A – Item Pricing List.

6. Basis of Selection

Highest Combined Rating of Rated Evaluation Criteria 60% and Price 40%

To be declared responsive, an offer must:

- (a) Comply with all the requirements of the solicitation;
- (b) Meet all the mandatory criteria; and
- (c) Meet the Minimum Passing Score for the rated criteria.

Offers not meeting (a) and/or (b) and/or (c) will be declared non-responsive. Neither the responsive offer obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

A technical merit score (TMS), determined as follows, will be allocated to each responsive offer (i): $TMS_i = OS_i \times 60$. OS_i is the overall score (OS) obtained by each responsive offer (i) for all the point rated technical criteria specified in Attachment 1, determined as follows: total number of points obtained / maximum number of points available.

The lowest evaluated price (LP) of all responsive offers will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive offer (i): $PS_i = LP / P_i \times 40$. P_i is the evaluated price (P) of each responsive offer (i).

The combined rating (CR) of technical merit and price of each responsive offer (i) will be determined as follows: $CR_i = PS_i + TMS_i$.

One Standing Offer to be awarded

The responsive offer with the highest Combined Rating will be recommended for award of a Standing Offer.

PART 5 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Appropriate Law

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

2. Offer

- I. The Offeror offers to provide and deliver to the Senate of Canada the services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Senate may request such services, in accordance with the conditions listed at subsection 2 below.
- II. The Offeror understands and agrees that:
 - a) a purchase order against the Standing Offer will form a contract only for those services which have been called-up, provided that such purchase order is made in accordance with the provisions of the Standing Offer;
 - b) The Senate's liability is limited to that which arises from purchase orders against the Standing Offer made within the period specified in the Standing Offer;
 - c) the Standing Offer cannot be assigned or transferred in whole or in part;
 - d) the Standing Offer may be set aside by the Senate at any time.
- III. The call-up process is as follows:
 - a) The Standing Offer Authority will contact the Offeror to issue a call-up for services with a brief description of the scope and individual(s) to be assessed;
 - b) Within 24 hours of receiving the call-up, the Offeror will confirm its availability to perform the assessment, and will contact the Senate Project Authority and Standing Offer Authority to coordinate the time and date;

3. Period of the Standing Offer

The period for making purchase orders and providing services against the Standing Offer (SO) is from date of issuance to two (2) years thereafter, inclusive.

4. Option to Extend the Standing Offer

- I. The Offeror grants to the Senate of Canada the irrevocable option to extend the term of the Standing Offer by up to two (2) additional one (1) year period under the same conditions. The Offeror agrees that, during the extended period of the Standing Offer, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.
- II. The Senate of Canada may exercise this option at any time by sending a written notice to the Offeror at least two (2) calendar days before the expiry date of the Standing Offer. The option

may only be exercised by the Standing Offer Authority, and will be evidenced for administrative purposes only, through an amendment.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Ruben Hyppolite
The Senate of Canada
Manager
Finance and Procurement Directorate

40 Elgin St. Chambers Building
Ottawa ON, K1A 0A4

Email: ruben.hyppolite@sen.parl.gc.ca
Telephone: (613)-947-1922
Facsimile: (613)-947-1943

5.2 Project Authority

(To be identified upon standing offer issuance)

5.3 Offeror's Representative

(To be identified upon standing offer issuance)

6. Call-up Instrument

The Work will be authorized using a Purchase Order.

7. Withdrawal

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

8. Joint Venture

If the Offeror is a joint venture, the Offeror agrees that all members of the joint venture are jointly and severally or solidarily liable for the performance of any contract resulting from the Standing Offer. If the membership of a joint venture changes, the Standing Offer will be set aside by the Senate of Canada.

9. Confidentiality

Any information of a character confidential to the affairs of the Senate of Canada, its members or any of its staff, employees or contractors to which the Offeror or any of its employees, staff or sub-contractors become privy as a result of services to be performed under this contract shall be treated as confidential during and after the performance of the services.

10. Miscellaneous Restrictions

- I. Under no circumstances shall the Offeror use any stationery with a Senate of Canada letterhead to conduct business under this agreement.
- II. It is the intention of the parties that the agreement is for the performance of a service or services and that the Offeror is engaged as an independent contractor providing services to the Senate and that the Offeror's Directors, Officers, Employees are not engaged as Senate employees and they are not subject to the terms and conditions of employment or privileges applicable to the employees of the Senate.
- III. No Offeror or their staff can render services or benefit from payments under a contract with the Senate if they are a family member (as defined in the *Senate Administrative Rules*) of the end user or of someone in a similar position who has influence over the scope of work.

11. Replacement of Specific Individuals

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

12. 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 call-up against a standing offer (purchase order), and any annexes;
- b) the articles of the Standing Offer;
- c) the articles of the Contract;
- d) Annex A, Statement of Requirement;
- e) Annex B, Basis of Payment; and
- f) the Offeror's offer dated *(To be identified upon standing offer issuance)*.

B. RESULTING CONTRACT CLAUSES

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

1. Appropriate Law

This contract shall be governed by and construed in accordance with the laws in force in the province of Ontario.

2. Period of the Contract

The work is to be performed as per dates indicated in each purchase order issued against the Standing Offer.

3. Interpretation

- I. "The Agreement" means the particular agreement or content of which, in each specific case, these general conditions are made a part.
- II. "The Contract" includes the agreement, these general terms and conditions and any supplementary conditions, specifications, labour conditions, schedules and any other documents referred to in the agreement as constituting the contract.
- III. "Supplementary Conditions" means any other general conditions forming part of the contract.
- IV. "Work" means the whole of the work, services, materials, matters and things required to be done, furnished and performed in order to carry out the contract including all goods to be delivered.
- V. "Contract Price" means the amount expressed in the contract to be payable to the Contractor for the finished work.

4. Assignment

- I. The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Senate of Canada and any assignment made without that consent is void and of no effect.
- II. No assignment of the contract shall relieve the Contractor from obligations under the contract or impose any liability upon the Senate of Canada.

5. Time is of the Essence

- I. Time is of the essence in this contract.
- II. Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by events beyond the Contractor's control must be reported in writing to the Senate of Canada. This notice shall state the cause and circumstances of the delay. Furthermore, when requested to do so, the Contractor shall deliver, in a form satisfactory to the Senate of Canada, a "work around plan" including alternative sources and any other means that the Contractor will utilize to overcome the delay.

- III. Unless the Contractor complies with the notice requirements set forth in the contract, any delays that would constitute an excusable delay shall be deemed not to be an excusable delay.
- IV. Notwithstanding that the Contractor has complied with the notice requirements, the Senate of Canada may exercise any right of termination contained in the contract.

6. Indemnity Against Claims

Except as otherwise provided in the contract, the Contractor shall indemnify and save harmless the Senate of Canada from and against any and all claims, damages, loss, costs and expenses which they may at any time incur or suffer as a result or arising out of;

- any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be alleged to be caused by or suffered as a result of the carrying out of work or any part thereof ; and
- any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work in progress or finished work delivered to or in respect of which any payments has been made by the Senate of Canada.

7. Right to Inspection

The Senate of Canada reserves the right of access to any records resulting from this contract.

8. Termination of Agreement

- I. The Senate of Canada may immediately terminate this agreement if the Contractor is for any reason unable to provide the work or services required under this agreement. Such termination notice shall be made in writing.
- II. The agreement may be immediately terminated by the Senate of Canada if it is determined that the work or services provided by the Contractor are not satisfactory. Such termination notice shall be made in writing.
- III. The agreement may be terminated by the Senate of Canada upon a thirty (30) days written notice if it is determined that the work or services provided by the Contractor, either in whole or in part, are no longer required.
- IV. Either party may terminate this agreement upon a sixty (60) days written notice.
- V. In the event that this agreement is terminated prematurely, the fee shall be reduced pro rata.

9. Warranties

The Contractor warrants that:

- I. The Contractor is competent to perform the Work required under this Contract and the Contractor has the necessary qualifications, including the knowledge, skill and ability to perform the Work effectively;
- II. The Contractor shall provide under this Contract a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation;

- III. The Contractor has complete authority to enter into this Contract;
- IV. The Contractor warrants all work and services performed for a period of no less than 12 months from the completion of services.

10. Records to be Kept by the Contractor

- I. The Contractor shall keep proper accounts and records of the costs of work and services, and all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers. These accounts and records shall at reasonable times be open to audit and inspection by the authorized representatives of the Senate of Canada, who may make copies and take extracts therefrom.
- II. The Contractor shall not dispose of the documents referred to herein without the written consent of the Senate of Canada, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two years following the completion of the work or services.

11. Confidentiality

Any information of a character confidential to the affairs of the Senate of Canada, its members or any of its employees, agents or contractors to which the Contractor or any of its employees, or agents or sub-contractors become privy as a result of services to be performed under this contract shall be treated as confidential during and after the performance of the services.

12. Subcontracts

- I. The Contractor must obtain the Standing Offer Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
- II. In any subcontract, the Contractor must, unless the Standing Offer Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Standing Offer Authority, not less favourable to the Senate of Canada than the conditions of the Standing Offer and the Contract.
- III. Even if the Senate of Canada consents to a subcontract, the Contractor is responsible for performing the contract and the Senate of Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

13. Rules and Regulations

In its operation, the Contractor and its employees will comply and abide by all lawful rules and regulations of the Senate of Canada which may be established from time to time, provided that no such rules or regulations shall inhibit the Contractor from exercising its rights and duties hereunder.

14. Miscellaneous Restrictions

Under no circumstances shall the Contractor use any stationery with Senate of Canada letterhead to conduct business under this agreement. The Contractor, its directors, officers, employees and agents shall not represent themselves as an agent of the Senate of Canada.

15. No Implied Obligations

It is the intention of the parties that this agreement is for the provision of work or service. The Contractor is engaged as an independent contractor providing work or services in accordance with this contract, to the Senate of Canada. The Contractor's directors, officers, employees and agents are not engaged as Senate employees and are not subject to the terms and conditions of employment applicable to the employees of the Senate of Canada.

16. Performance

The Contractor shall report the performance under this agreement to the Senate of Canada in whatever format and frequency that the Senate of Canada may require.

17. Amendments to the Agreement

No person other than the Manager of Procurement and Contracting or his designate can amend this agreement in any form. Any changes to the original agreement must be made in writing.

18. Ownership of Intellectual and Other Property Including Copyrights

- I. Documents and information ("work") produced by the Contractor in the performance of this contract as well as the copyrights in and to the work, shall vest in and remain the property of the Senate of Canada.
- II. Work shall be marked with the following copyright notice: © Senate of Canada (year)

19. Conflict of Interest

- I. The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Senate.
- II. It is a term of this contract that no former public office holder who is not in compliance with the Conflict of Interest Act shall derive a direct benefit from this contract.

20. Discrimination and Harassment in the Workplace

- I. The Contractor declares that the Contractor its directors or officers have not suffered any judgments in regard to legislation pertaining to discrimination or harassment in the workplace.
- II. If such judgments are made against the Contractor, its directors or officers during the life of this Contract, the Senate of Canada reserves the right to immediately terminate the Contract.

In such cases, the Senate of Canada shall only be liable for payment for services performed. No other costs or fees shall be due or payable by the Senate of Canada.

21. Sales Tax

- I. The Senate of Canada is exempt from Provincial Sales Taxes.
- II. The GST/HST is not included in the contract amount.
- III. The GST/HST tax must be listed as a separate line item on all invoices.

22. Basis of Payment

The Contractor will be paid in accordance with the Basis of Payment in Annex B.

23. Method of Payment

- I. The Senate will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:
 - a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided below;
 - b. all such documents have been verified by the Senate;
 - c. the Work delivered has been accepted by Senate.
- II. The itemized invoice certified by the Contractor shall be forwarded to:

The Senate of Canada
Finance and Procurement Directorate
Parliament Buildings
Ottawa, Ontario
K1A 0A4

Or by e-mail at: finpro@sen.parl.gc.ca
- III. Payment by the Senate of Canada to the Contractor for work or services, shall be made:
 - In the case of a progress payment other than the final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;
 - In the case of a final payment, within thirty (30) days following the date of receipt of a final claim for payment, or within thirty (30) days following the date on which the work is completed, whichever date is the later;
 - If the Senate of Canada has any objections to the form of the claim for payment or its contents, written notification of the nature of such objections shall be forwarded to the Contractor within fifteen (15) days of its receipt.
- IV. Direct Deposit: the Senate of Canada can deposit directly all payments into the individuals/corporation's account. Please send an e-mail to request a direct deposit form at: finpro@sen.parl.gc.ca.

24. Interest on Overdue Accounts

- I. In this section, an amount is “due and payable” when it is due and payable by the Senate of Canada to the Contractor according to the terms and conditions of the contract.
- II. For the purpose of this section, an amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- III. In this section, “date of payment” means the day prior to the date of the negotiable instrument drawn by the Receiver General for Canada and given in payment of an amount payable.
- IV. In this section, “Bank Rate” means the discount rate of interest set by the Bank of Canada.
- V. The Bank rate shall be the average Bank of Canada discount rate for the previous month, plus 3 per cent.
- VI. The Senate of Canada shall be liable to pay simple interest at the Bank rate on any amount which is overdue from the day such amount became overdue until the day prior to the date of payment, inclusive. However, interest shall not be payable nor paid unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date. Interest shall only be paid when the Senate of Canada is responsible for the delay in paying the Contractor. In the event that the Senate of Canada is not responsible for the delay in paying the Contractor, no interest shall be paid.
- VII. The Senate of Canada shall not be liable to pay the Contractor any interest on unpaid interest.

25. Advertisement

The Contractor shall not, without prior written consent from the Senate, advertise or publicize any work performed for the Senate of Canada. Breach of this clause is considered to be a breach of confidentiality and will result in the removal of the Contractor from Senate source files.

26. Entire Agreement

This contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

27. Health and Safety

The Contractors, retained through the Finance Directorate, must meet the Senate occupational health and safety standards and will be advised of such duties and responsibilities while working in the Senate workplace. The Contractor will be responsible for taking corrective action as warranted in cases of breach of those duties and responsibilities, as advised by the Director of Finance, Senate of Canada, or the Contracting Officer. Copies of the Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent free work environment are available upon request.

ANNEX A

STATEMENT OF WORK

Psychometric Leadership Assessment Services

OBJECTIVE

The Senate requires Psychometric Leadership Assessment Services on an “as and when required” basis.

BACKGROUND

As per the established practice, any candidate (employee or non-employee) being considered for a management level position (manager, director or above) is required to complete a Psychometric Leadership Assessment. The results of these assessments are used for the hiring process by the delegated manager.

The Senate also intends to provide the same assessment for Senate employees who may be considered for future management positions. The results of these assessments are considered for developmental and talent management purposes only.

The Senate is seeking to outsource these evaluation and assessment processes to a qualified independent third-party.

SCOPE

The leadership competencies are as follow:

- Ethics and respect
- Strategic thinking
- Team building and engagement
- Effective communication
- Sound decision-making
- People management
- Financial management
- Action management

TASKS

The Contractor’s tasks and responsibilities are:

- Identifying and designing leadership assessment exercises tailored to each of the Senate’s Leadership competencies.
 - These exercises may include, but are not limited to: In-basket exercises, group discussions, interviews, role play, summary sheets, etc.
- Taking detailed and impartial notes throughout the exercises
- Analyzing the results and integrating these into report deliverables for the Senate.
- Providing verbal feedback to the individual to discuss the competency profile produced as a result of the assessment

DELIVERABLES

Each of these Deliverables must be provided for each call-up by their respective due dates:

Deliverable	Due Date
Confirmation of call-up receipt	Within 24 hours of receipt by Contractor
Scheduling of assessment	Within 10 business days of call-up receipt confirmation
Delivery of Final Report to Project Authority Final Report must include: <ul style="list-style-type: none"> • List of tests included in the assessment • Summary result of the assessment • Detailed results and analysis for each competency assessment • Conclusion as to the overall strengths and weaknesses • Recommendations to address areas needing development 	Within 5 business days of assessment completion.
Verbal feedback to the assessed individual to discuss the assessment results against the competency profile	To be scheduled on a case-by-case basis.

LANGUAGE OF WORK

The Senate of Canada functions, on a daily basis, in both official languages. The Senate requires the assessments be conducted in either French or English in order to best accommodate the Senate resource going through the process.

LOCATION OF WORK

The assessments must take place on the Contractor's premises in the National Capital Region for assessment integrity and confidentiality.

ANNEX B

NON-DISCLOSURE AGREEMENT

I, _____, of the City of _____ in the Province of _____, am acting in my individual capacity (hereinafter referred to as “me”).

OR

I, _____, of the City of _____ in the Province of _____, am _____ (*insert title*) of _____ (“**Contractor**”), and am acting on behalf of the Contractor, including its affiliates, directors, officers, employees, sub-contractors, agents and representatives (hereinafter collectively referred to as “we” or “us”).

I/We recognize that in reviewing the solicitation document in connection with **RFSO Serial No. SEN 011 16-17**, or in the course of work in connection with the same, access may be given to me/us to certain information by or on behalf of the Senate of Canada (the “**Senate**”), which is non-public, confidential or proprietary in nature to the Senate or to a third party.

For the purposes of this Agreement, the term “Information” includes, but is not limited to, any document, instruction, guideline, data, material, advice or any other information, whether oral, written or otherwise, and whether or not labeled as proprietary or sensitive, that is provided to me/us by or on behalf of the Senate. The term also includes all analyses, compilations, data, studies or other documents conceived, developed or produced by me/us, as part of the solicitation process or during the performance of the contract should I/we be selected as the successful bidder. The term, however, does not include information, which

- a. is or becomes generally available to the public, except if it is or becomes generally available to the public as a result of an unlawful disclosure by me/us or any other person;
- b. is or becomes known or available to me/us on a non-confidential basis and not in contravention of any applicable law from a source that has represented to me/us that it is entitled to disclose it to me/us on such basis; or
- c. is already in my/our possession, provided that it is not subject to another confidentiality agreement with, or other obligation of secrecy to, the Senate.

In consideration of the Senate providing the Information to me/us, I/we hereby acknowledge and accept as follows:

1. I/We represent and warrant to the Senate, as represented by the Standing Committee on Internal Economy, Budgets and Administration, that I am duly authorized to sign this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary corporate action.
2. I/We will keep the Information confidential and will not, without the Senate’s prior written consent:
 - a. use the Information in any way that is detrimental to the Senate or third parties;

- b. reproduce, copy, use, divulge, release or disclose the Information, in whole or in part, in any manner whatsoever to any person other than an authorized Senate representative on a need-to-know basis; or
 - c. use directly or indirectly the Information for any purpose at any time other than preparing a submission in connection with the above-noted RFSO.
3. Information will be safeguarded and all necessary and appropriate measures, including those set out in any written or oral instructions issued by Senate, taken to prevent its unlawful disclosure or access to it in contravention of this Agreement.
4. The Information will remain the property of Senate of Canada or a third party, as the case may be.
5. In the event that disclosure of any of the Information is required under the law, I/we will provide the Senate with prompt written notice so that it may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.
6. This Agreement may not be assigned, in whole or in part, without the express prior written consent of the Senate.
7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and all applicable federal laws of Canada.
8. The obligations contained in this Agreement will survive the completion of the competition process and the performance of the contract should I/we be selected as the successful bidder, and shall continue thereafter indefinitely.
9. If any provision contained in this Agreement is determined to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired by such a finding.
10. I will be responsible for any breach of this Agreement by me. We will be responsible for any breach of this Agreement by any of our affiliates, directors, officers, employees, sub-contractors, agents or representatives even if the person responsible did not agree in writing to be bound by the terms of this Agreement.
11. In the event that I/we breach any term of this Agreement, the Senate reserves the right to pursue all legal measures available to it, including parliamentary proceedings the Senate may determine is appropriate.

I/we agree to the terms of this Agreement and confirm that I am / we are bound by its provisions as of ____ day of _____, _____.

Signature

For: _____
Name of Contractor, if applicable

APPENDIX A ITEM PRICING LIST

Service Description	All-inclusive price
Psychometric Leadership Assessment	\$ _____