

REQUEST FOR PROPOSAL (RFP)

You are invited to submit a proposal to the individual specified below for the services detailed herein.

- 1. Title: People Management and Executive Leadership Program PMELP
- 2. RFP Reference Number (#):FIN-951311-2017-04-26

3. RFP Authority

Erica Savage

Contracting and Procurement Officer

Contracting and Procurement Division, Corporate Services Branch
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Ottawa, ON K1A 0G5

Telephone: 613-369-3592

4. RFP Closing Date and Time

Email: Erica.savage@canada.ca

To be considered proposals must be received by the following Closing Date and Time:

June 7, 2017 @ 2:00 p.m. Eastern Standard Time or Daylight Saving Time

Proposals received after the Closing Date and Time will be returned to the bidder(s) unopened.

5. Additional Details

- This RFP does not contain a security requirement;
- All enquiries regarding this proposal solicitation must be submitted in writing to the RFP;
 Authority, no less than five (5) calendar days prior to the Proposal Closing Date to
 allow sufficient time for the Department of Finance to provide responses. Enquiries
 received after that date may not be responded to prior to the Proposal Closing Date;
- All answers that provide more information on the requirement will be posted on GETS.
- () There is currently one or more Contractors performing some of the services described in this RFP
 - (X) No Contractor is presently performing these services



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PART 1 - GENERAL INFORMATION

1.1 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 Requirement: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes included are the Statement of Work and Basis of Payment.

1.2 Summary

The Department of Finance (FIN) requires the services of a supplier to design and deliver a customized combined program on people management and executive leadership for its feeder groups. The number of participants will range from 16 to 26 per offering.

The initial contract period will be from Contract award to March 31, 2018. The contract includes two option year periods to be exercised at the discretion of Finance Canada as follows;

Option Year 1: April 1, 2018 – March 31, 2019 Option Year 2: April 1, 2019 – March 31, 2020

There is no security requirement associated with this requirement. For additional information, consult Part 6 – Security and Other Requirements, and Part 7 - Resulting Contract Clauses.

The requirement is subject to the provisions of the World Trade Organization Procurement (WTO-GPA), North American Free Trade Agreement (NAFTA), the Agreement of Internal Trade (AIT), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPANFTA), the Canada-Peru Free Trade Agreement (CPFTA), Canada-Honduras Free Trade Agreement (CHFTA), Canada-South Korea Free Trade Agreement (CKFTA) if it is in force.

The resulting Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually

Further details regarding this requirement are found in Annex A – Statement of Work.

1.3 Debriefings and Dispute Resolution

<u>Debriefings:</u> After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the RFP 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

2.1 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-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 <u>2016-04-04</u> Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to the Department of Finance's Mailroom by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the RFP Authority no later than five (5) 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.

2.4 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.

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy and 1 electronic copy on a USB key)

Section II: Financial Bid (1 hard copy and 1 electronic copy on a USB key)

Section III: Certifications (1 hard copy and 1 electronic copy on a USB key)

If there is a discrepancy between the wording of the electronic copy and the hard copy, the wording of the hard copy will have priority over the wording of the electronic copy.

<u>Prices must appear in the financial bid only.</u> No prices must be indicated in any other section of the <u>bid.</u>

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;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green
Procurement (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders are encouraged to:



- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.1 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.

The technical bid consists of the following:

- a) Bid Submission Form: Unless specified otherwise in the RFP, Bidders are requested to include the completed Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- b) **Security and Other Requirements**: As required by Part 6 of the bid solicitation.
- c) Substantiation of Technical Compliance Form: The technical bid must substantiate the compliance of the Bidder and its proposed [solution and products] with the specific articles of Annex A (Statement of Work) identified in the Substantiation of Technical Compliance Form. which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non- responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- d) **Previous Similar Projects**: Where the bid must include a description of previous similar projects:
 - a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder);
 - (ii) a project must have been completed by the bid closing date;
 - (iii) each project description should include, the name, telephone number and e-mail address

- of a customer reference;
- (iv) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches requirements defined in **Attachment Annex A** – Statement of Work.
- e) **Résumés for Proposed Resources**: Unless specified otherwise in the RFP, the technical bid must include résumés for the resources identified in the bid solicitation that demonstrate
- f) that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to résumés and resources:

Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract portion of the Work. (refer to Part 5, Certifications). For educational requirements for a particular degree, designation or certificate, the Contracting Authority will only consider educational programmes that were successfully completed by the resource by the time of bid closing.

- (i) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the evaluation and Contract Period.
- (ii) For work experience, the Contracting Authority will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
- (iii) For any requirements that specify a particular time period (e.g., 2 years) of work experience, the Contract Authority will disregard any information about experience if the individual's résumé does not include the relevant dates for the experience claimed (i.e., the start date and end date).
- (iv) For work experience to be considered by the Contracting Authority the résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. The Bidder should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience.
- (v) Implementation Plan: The Bidder must include a proposed draft implementation plan, which demonstrates that the Bidder's proposed implementation plan meets all the mandatory requirements for implementation described in this RFP.
- (vi) Customer Reference Contact Information: The Bidder must provide customer references who must confirm, when requested by Canada, the facts identified in the Bidder's proposal. For each customer reference, the Bidder must, at a minimum, provide the name and either the telephone number or e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.



3.2 Section II: Financial Bid

- **3.2.1** Bidders must submit their financial bid in accordance with the **Annex B Basis of Payment**. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.
- a) **Pricing:** The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Prices must be firm prices.
- b) All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- c) Blank Prices: Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.2.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.3 Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

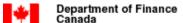
4.1 Evaluation Procedures

Overview

All Bidders' proposals will be evaluated in accordance with the Evaluation and Selection Plan detailed in this Section.

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 their 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 no 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, and under the same headings.



The basis of selection shall be based on **Highest Combined Rating of Technical Merit (75%) and Price (25%).**

This Bid Solicitation will utilize a three-phase process:

Phase 1: Evaluation of Mandatory Criteria Phase 2: Evaluation of Financial Proposal

Phase 3: Basis of Selection

Details of the evaluation process follow.

Phase 1: Evaluation of Mandatory Criteria

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the Evaluation Team. Proposals failing to adequately respond to the mandatory evaluation criteria will be excluded from further consideration. If the Bidder's Proposal is fully compliant with the mandatory requirements of this solicitation then the Proposal will proceed to Phase 2 evaluation process.

Phase 2: Evaluation of Financial Proposal

Bidders' Financial Proposals will be evaluated as outlined herein.

Phase 3: Basis of Selection

The proposal will be evaluated on the basis of best value using the **Highest Combined Rating of Technical Merit (75%) and Price (25%).**

Highest Combined Rating of Technical Merit (75%) and Price (25%)

It is understood by the parties submitting proposals that, to qualify, bidders **must** meet all mandatory requirements as well as the minimum score identified for the point rated criteria. The contract will be awarded based on a determination of best value taking into account both the technical merit of the proposal and the price evaluations. To arrive at an overall score achieved by a firm, a weighing has been established whereby technical merit will be valued at 75% of the bid and price at 25%.

For the purpose of ranking all technically acceptable proposals, the following ratio will factor the technical and the price component to establish a total percentage score:

- 1) The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid, P_i is the evaluated price (P) of each responsive bid (i) (ie): PS_i = LP / P_i x 25.
- 2) A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): the overall score (OS) is obtained by each responsive bid (i) for all the point rated technical criteria specified in Part 4, determined as follows: total number of points obtained / maximum number of points available. (ie) TMS_i = OS_i x 75. OS_i
- 3) The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: CR_i = PS_i + TMS_i.

The table below illustrates an example where the selection of the Contractor is determined by a 75/25 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (75%) and Price (25%)					
Bidder	Bidder 1	Bidder 2	Bidder 3		
Overall Technical Score	88	82	92		
Bid Evaluated Price	C\$60,000	C\$55,000	C\$50,000		
Calculations	Technical Merit Points	Price Points	Total Score		
Bidder 1	88 / 100 x 75 = 66	50,000* / 60,000 x 25 = 20.83	86.23		
Bidder 2	82 / 100 x 75 = 61.5	50,000* / 55,000 x 25 =	84.23		
	02 / 100 x /3 = 01.3	22.73	S <u>_</u> S		

^{*} represents the lowest evaluated price

The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria will be recommended for award of a contract.

4.2 Technical Evaluation

4.2.1 Mandatory Technical Criteria

Bidder's Proposals will be reviewed for compliance with the mandatory requirements identified below.

If a Bidder's Proposal is fully compliant with the mandatory requirements of this RFP then the Proposal will proceed to 1.1.2 of the evaluation process. If a Bidder's Proposal is not fully compliant with the mandatory requirements, then the Proposal will be set aside and will not receive any further consideration.



Mandatory Criteria - Bidder

Item	Mandatory Requirement	Compliant	Reference to Bidder's
		(Yes/No)	Proposal
People	Management and Executive Leadership Program	- Mandatory	Criteria
M1	The Bidder must have delivered 3 (three) People Management and Executive Leadership Programs within the last 5 (five) years. Each program must meet the following to be considered: • Duration of 3 (three) or more business days • Each program must have been delivered to different clients • One of the three programs must have been delivered to Executives in the Federal Public Service	☐ Yes ☐ No	
	*The bidder must provide Project References. Each cited reference must include the following information. - Client organization - Client contact name - Current phone number - Current email address - Project description included role played by resource(s) - Project timeline- start and end dates		
М2	Logistic Requirement: The Bidder must provide a facility that is located in the National Capital Region (NCR)	☐ Yes ☐ No	
М3	The Bidder's technical proposal must include a section " Program Plan " that explains how the Bidder plans to deliver the program content.	☐ Yes ☐ No	
М4	 The Bidder's Program Plan must include a contingency plan that addresses the following: Proposed back up plan for replacement of resource(s) Proposed back up plan for an alternate facility located in the National Capital Region 	☐ Yes ☐ No	



Mandatory Requirements - Resources

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
People	Management and Executive Leadership Progr	am - Mandato	ory Criteria
M5	The Bidder's proposed resources must be able to effectively communicate in both official	Yes	
	languages.	☐ No	
M6	Each of the Bidder's proposed resource must demonstrate three (3) programs delivered	Yes	
	within the last five (5) years in Management and Leadership Development for Executives.	□ No	
	One of the programs must have been delivered in a bilingual format.		
	The bidder must provide Project References . Each cited reference must include the following information.		
	- Client organization		
	- Client contact name		
	- Current phone number		
	- Current email address		
	Project description included role played by resource(s)		
	- Project timeline- start and end dates		

4.2.2 Point Rated Technical Criteria

All Proposals that were not eliminated in 1.1.1 will be considered in the following step.

A Bidder's responses to the rated criteria identified will be reviewed and awarded a score (the "Total Score") in accordance with the available points.



RATED REQUIREMENTS

A total of 40 rated points are available for each resource. In order for a resource to be considered compliant, a minimum of 30 points (75%) must be achieved.

Points Rating Scale

- No points will be awarded if the proposed plan does not clearly and directly address any of the items requested in the rated criteria.
- 2 points will be awarded if the proposed plan addresses some of the items requested in the rated criteria.
- 4 points will be awarded if the proposed plan addresses most of the items requested in the rated criteria.
- 6 points will be awarded if the proposed plan addresses all the items requested in the rated criteria.
- 8 points will be awarded if the proposed plan and goes above and beyond what is requested in the rated criteria and suggests other innovative but practical approaches

Item	Rated Requirement	Maximum Points Available	Reference to Bidder's Proposal
People	Management and Executive Leadershi	p Program - Rated Criteria	a
R1	People Management and Executive Leadership The Bidder's Program Plan will be rated on the following:	Each bullet will be evaluated using Points Rating Scale identified above. Each bullet can achieve a maximum of 8 points for a total of 40 points.	
	Demonstrated understanding of the needs of the Department of Finance	8 points	
	Demonstrated knowledge of the key Leadership competencies for Executives of the Federal Public Service and how they would be addressed in the program content	8 points	
	Approach to improving participants management and leadership skills (including a leadership assessment tool)	8 points	
	Demonstrated knowledge of recent developments in people management and leadership programs	8 points	

Ministère des Finances

4.3 Financial Evaluation

Department of Finance

4.3.1 Financial Proposal Evaluation Overview

- A financial evaluation will be performed only on proposals that are technically responsive. A
 technically responsive proposal is a proposal that meets all mandatory criteria and obtains
 the required minimum points specified in this solicitation for the criteria that are subject to
 point rating.
- 2. "For the purposes of bid evaluation, the total evaluated cost will be the "Bidder's Estimated Total Cost" to perform all of the work and produce all of the deliverables identified in Annex "A", Statement of Work, of this RFP document.
- 3. The proposal will be evaluated on the basis of best value using the Highest Combined Rating of Technical Merit (75%) and Price (25%).

Price will be evaluated in <u>Canadian Dollars</u>. The Pricing Table provided below will be used for the purposes of the financial evaluation.

4.3.2 Financial Proposal Pricing Table

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all inclusive fixed per-diem rate for each of the resource categories identified.

The rates specified below, when quoted by the Bidder, include the total estimated cost of all travel and living expenses that may need to be incurred for:

- a. Work described in Part 6, Resulting Contract Clauses, of this bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2.
- b. travel between the successful bidder's place of business and the NCR; and
- c. the relocation of resources

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:



(Hours worked × applicable firm per diem rate) ÷ 7.5 hours

i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.

No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

	Period	All-inclusive fixed Rate	Total
		Α	
1	People management and executive leadership Program Date of contract award to 31 March 2018		
2	Option Year One (1) April 1, 2018- March 31, 2019		
3	Option Year two (2) April 1, 2019 – March 31, 2020		
	•	Total Period	\$
4	Evaluated Price (Applicable Taxes	s excluded): \$	
5	Applicable Taxes	Insert the amount, as applicable:	HST:\$
	Total		\$

PART 5 - CERTIFICATIONS

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

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

The Bidder acknowledges that the Crown shall rely on this certification to award the contract. Should verification by the Crown disclose a misrepresentation on the part of the bidder, the Crown shall have the right to treat any contract resulting from this bid as being in default.



5.1 **Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES

In accordance with the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politiquepolicy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

CERTIFICATION OF FOLICATION AND EXPERIENCE

We hereby certify that all statements made with regard to the education and the experience of individeroposed for completing the subject work are accurate and factual, and we are aware that the Crown reserves the right to verify any information provided in this regard and that untrue statements may reson the proposal being declared non-compliant or in other action which the Minister may consider appropriate."		
Signature of authorized representative	Date	
CERTIFICATION OF AVAILABILITY AND STATUS OF	PERSONNEL	
AVAILABILITY OF PERSONNEL The Contractor certifies that, should it be authorized to p resulting from this Task Request, the persons proposed is performance of the work within a reasonable time from T specified in the Task Request, and will remain available the requirement. Any proposed substitution after the proposed Authorization may result in the re-evaluation of the allocated, proposed substitutes must achieve the same roriginal resource at a rate no higher than the original reseapproval by the technical authority.	in its bid will be available to commence fask Authorization date, or within the time to perform the work in relation to the fulfillment of posal has been submitted but before issuance of proposal. Once the Task Authorization is ated qualifications score (or greater) as the	
Signature of authorized representative	Date	



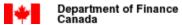
STATUS OF PERSONNEL

If the Contractor has proposed any person in fulfillment of this requirement who is not an employee of the Contractor, the Contractor hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfillment of this requirement and to submit such person's resume to the Contracting Authority. As well, the Contractor hereby certifies that the proposed person is aware that overtime may be required and is willing to comply.

During the proposal evaluation, the Contractor must upon the request of the Contracting Authority and/or the Technical Authority provide a copy of such written permission, in relation to any or all non-employees proposed. If the Contractor fails to comply with such a request, its proposal will be considered non-compliant.

Sig	natı	re of authorized representative	Date
FOI	RME	ER PUBLIC SERVANTS IN RECEIPT OF A PEN	ISION:
the Boa	clos ırd p	ts with former public servants (FPS) in receipt of est public scrutiny and reflect fairness in spendin olicies and directives on contracts with FPS, biddormation may be disclosed in published proactive	g public funds. In order to comply with Treasury ders must provide the information required below.
1.			
ls th	ne B	idder a former public servant?	
() ()		YES NO	
2.			
(ne Bidder is a former public servant in receipt of a uperannuation Act;	a pension under the <i>Public Service</i>
() TI	ne Bidder is a former public servant in receipt of	
() TI	ne Bidder is in a partnership made up of former partnership made up of former public servant in receipt of a	
(najor interested in the entity; ne Bidder is not a former public servant in receipt	of a pension.
3.	Wo	rk Force Reduction Program	
ls th		idder a FPS who received a lump sum payment	oursuant to the terms of a work force reduction
()		YES NO	
lf sc	o, the	e Bidder must provide the following information:	

name of former public servant;



Ministère des Finances Canada

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

reduction program.

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

Certification

The Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature of authorized representative

Date

PART 6 - SECURITY REQUIREMENT

6.1 Security Requirement

Note that there is no security requirement associated with this solicitation.



PART 7 - RESULTING CONTRACT CLAUSES

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

SECTION I - ARTICLES OF AGREEMENT

2. Departmental Representative

For the purposes of the contract, the Departmental Representative designated by the Minister is:

Name of Departmental Representative Title Division and Branch 140 O'Connor, XX floor, East Tower Ottawa, ON K1A 0G5

Telephone: 613-XXX-XXXX 613-XXX-XXXX Fax: Email: XXXXXXXXXXXX

3. Administrative Authority

Name of Administrative Authority

Contracting and Procurement Division, Corporate Services Branch 140 O'Connor, XX floor, East Tower

Ottawa, ON K1A 0G5 Telephone: 613-XXX-XXXX 613-XXX-XXXX Fax: Email: XXXXXXXXXXXXXX

Contract for Services #XXXXXXX

between

Her Majesty the Queen in Right of Canada, as represented by the Minister of Finance (referred to herein as "Canada" or the "Minister")

And

Insert Full Legal Name of the Supplier

Address

Telephone: 613-XXX-XXXX Fax: 613-XXX-XXXX

Email:

Performance of the Work described in "Section IV", Statement

of Work.

4. Security

There is no security requirement for the Contractor and its personnel during the performance of the contract.

Contract Period:

Funds committed pursuant to Section 32 of the Financial Administration Act under financial coding:

GL

7. Contract Documents

- 1. These Articles of Agreement (Section I)
- General Conditions (Section II)
- Intellectual Property (Section III)
- Statement of Work (Section IV)
- Proposal from the Supplier entitled/dated XXXX (Section V)

In the event of discrepancies, inconsistencies or ambiguities in the wording of these documents, the wording of the document appearing first on the above list shall prevail over the wording of the document subsequently appearing on the list.

Subject to the terms and conditions of this contract and in consideration for the performance of the Work, Canada shall pay the Contractor up to a maximum or an all inclusive amount not to exceed \$XXXXXX, as follows:

Professional Fees	
Travel	
Expenses	
Taxes	
Total	

All amounts are in Canadian dollars unless specified otherwise.

Invoices

One (1) copy of each invoice is to be sent to the Departmental Representative upon completion and acceptance of the Work showing:

- a. The name and address of the Departmental Representative;
- b. The contract title and number;
- c. The date:
- d. A description of the work performed;
- e. Evidence of actual cost; and
- The amount of any tax (GST/HST)

Invoices will be paid based (ex: upon completion).

10. Governing Laws

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

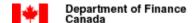
11. Intellectual Property

The Contractor will own the intellectual property rights as per Section "III".

12. Commitment Authorization

It is understood by the parties that this contract shall not come into force until or unless the certification required by Section 32 of the Financial Administration Act has been made.

Date	Name and Position
13. Signatures This contract has been executed on behalf of the contractor and representatives:	on behalf of Her Majesty the Queen in right of Canada by their duly authorized
13.1 Authorized Representative of the Contractor:	13.2 Authorized Representative of the Minister:
Name and Position Date	Name and Position Date



7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled dated _____.

7.1.1 Optional Goods and/or Services

A0070C (2007-11-30) Instructions to Bidders/Contractors

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described in the Annex "A" Statement of Work of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2016-04-04) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement associated with this Contract.

7.4 Term of Contract

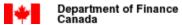
7.4.1 Period of the Contract

The period of the Contract is from date of Contract award to March 31, 2018 inclusive

7.4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by



the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1	Contracting Authority
The Co	ontracting Authority for the Contract is:
Name:	
	ment of Finance Canada
	cting and Procurement Division n Street, 10 th floor
_	
Ollawa	a, ON K1A 0G5
Teleph	one:
Facsim	nile:
E-mail	address:
work in	ct must be authorized in writing by the Contracting Authority. The Contractor must not perform a excess of or outside the scope of the Contract based on verbal or written requests or instructions hybody other than the Contracting Authority.
7.5.2	Project Authority
The Pro	oject Authority for the Contract is:
Name:	
Title:_	
	zation:
Addres	ss:
Teleph	one:
Facsim	ile:
	address:

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

7.5.3 Contractor's Representative - to be released at Contract Award



7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.7.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ _____ and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability

7.8 Invoicing Instructions

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

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;



c. the Work performed has been accepted by Canada.

7.9 Certifications

7.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if 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.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in ______. (Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.)

7.11 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 (SACC Manual Clauses) 2035,(2016-04-04); 2003 2016-04-04 Standard Instructions Goods or Services, C3011T (2013-11-06), Exchange Rate Fluctuation; A0070C (2007-11-30) Instructions to Bidders/Contractors
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment
- (e) the Contractor's bid dated _____,



ANNEX A

STATEMENT OF WORK PEOPLE MANAGEMENT AND EXECUTIVE LEADERSHIP PROGRAM – PMELP

1.0 OBJECTIVE

The Department of Finance (FIN) requires the services of a supplier to design and deliver a customized combined program on people management and executive leadership for its feeder group. The number of participants will range from 16 to 26 per offering. Refer to Annex A for target group definitions.

2.0 BACKGROUND

FIN is a knowledge-based central agency. Many of its upcoming executives will remain in the department throughout their career due primarily to their specialized expertise. A supplier has previously provided a customized Executive (EX) Leadership Program for EX minus 01 and 02 level managers focused on core leadership competencies.

The feeder group is primarily comprised of senior economists and financial policy analysts who will eventually progress their careers into an executive management position. Most of the senior analysts would benefit from acquiring competencies in people management, in leadership and in developing an in-depth understanding of transitioning in an upper management role. The department is looking at providing the feeder group the opportunity to: develop their people management and leadership skills and competencies. Due primarily to their expertise, and even though they are senior, the reality remains that most employees in the feeder group at FIN will most likely have no staff to supervise at the entry level (EX-01).

The department has very high standards when it comes to learning programs and this is in line with its employee development learning culture. The main objective is to better equip the feeder group to create, shape and influence the corporate culture of teamwork appropriate for high performing, results-focused organizations which supports building alliances and partnerships with a variety of national and international stakeholders.

3.0 CONTRACT PERIOD

The initial contract period will be from date of contract award (in Fall 2017) to March 31, 2018. The contract includes two option years, to be exercised at the discretion of the Department of Finance:

- Option Year 1: April 1, 2018 to March 31, 2019
- Option Year 2: April 1, 2019 to March 31, 2020

4.0 SCOPE OF WORK

The Contractor must design, develop and deliver a customized program for the target audience as stated in Section 1, Objective.

The program, delivered in a modular format, is comprised of three (3) parts:

- a. Part 1: People Management Skills;
- b. Part 2: Executive Leadership (this section must include a leadership assessment tool); and
- c. Part 3: Transitioning to an Executive role.

Additional information on program:

- Program content must be linked to current Public Service priorities, departmental priorities and the Public Service key leadership competencies;
- Offer a variety in the delivery of each part of the program;
- Provide bilingual resources and all reference material; and
- Provide program participants evaluations to the Project Authority for review and discussion.

•

5.0 COURSE SCHEDULE

It is anticipated that there will be a minimum of one (1) course offered per Government of Canada fiscal year in the National Capital Region (NCR). Delivery of the program is conditional on the registration of at least 16 participants.

Specific dates will be determined once the contract has been awarded. The Contractor will be advised at least 2 months before the final schedule is determined.

Note: The Department might consider offering two courses in one fiscal year should there be a demand. This will be exercised at the sole discretion of the Department, in consultation with the Contractor, by means of amendments to the contract.

6.0 PROJECT AUTHORITY

The name and contact information of the Project Authority will be released at time of contract award.

7.0 CLIENT SUPPORT & CONTRACTOR RESPONSIBILITIES

Department of Finance Responsibilities:

The Project Authority will:

- Review and provide feedback on the supplier's proposed course structure and content;
- Act as a liaison between the Contractor and all program participants;
- Manage the program participant registrations and all related communications;
- Provide a list of participants to the supplier;
- Distribute pre-course material if required; and
- Review and analyze course evaluation results for improvements to future course deliveries.

Contractor Responsibilities:

The Contractor will:

- Provide the services of a Program Director that will be the main point of contact for the Project Authority throughout the duration of the contract;
- The Program Director will be required to communicate on an ongoing basis with the Project Authority
 to report any problems or issues that may arise. The Project Authority and Course Director will work
 together to discuss and resolve any emerging issues in the delivery;



 The Program Director is responsible to monitor and supervise the performance of the teacher resources, including their educational practices and competencies.

8.0 LOCATION OF WORK - PROGRAM DELIVERY

The PMELP program must be delivered at a location in the NCR.

Note: This facility* must be conducive to host a group of upcoming Executives. The department's expectation is that the program be held in the designated facility identified in the supplier's proposal. If the facility must change, the Project Authority must approve the new location.

9.0 SECURITY REQUIREMENTS

No security requirements.

10.0 TRAVEL

All the work associated with this SOW is to be carried out in the NCR. The department will not be reimbursing any travel costs within or outside the NCR, including those incurred by the Contractors resources.

11.0 LANGUAGE OF WORK

The Contractor's resources must be able to communicate effectively, both orally and in writing, in both official languages (English and French).



DEFINITIONS

Feeder Group (EX minus 1 and EX minus 2)

This specific group is considered in most part to be economists and financial policy analysts who are at the highest level within their classified group within the department. These individuals are either one level from the executive rank; therefore referred to as EX minus 1; or two levels from the executive rank; therefore referred to as EX minus 2.

Executives (EX-01 to EX-05)

This specific group is considered to fall within the department's Executive Management team. They are accountable in: holding the first-line role in leading their respective groups; providing expert guidance to key groups and stakeholders, as well as to their senior management entourage as it relates to their designated business areas. They are also primary contributors on the effective management of the department's mandate and program results.

There are 5 levels of executives within the Federal Public Service, ranging from 1 to 5, and five being the highest.



ANNEX B

BASIS OF PAYMENT

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all inclusive fixed per-diem rate for each of the resource categories identified.

The rates specified below, when quoted by the Bidder, include the total estimated cost of all travel and living expenses that may need to be incurred for:

- d. Work described in Part 6, Resulting Contract Clauses, of this bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2.
- e. travel between the successful bidder's place of business and the NCR; and
- the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

(Hours worked \times applicable firm per diem rate) \div 7.5 hours

ii. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.

No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.



	Period	All-inclusive fixed Rate	Total
		Α	
1	People management and executive leadership Program Date of contract award to 31 March 2018		
2	Option Year One (1) April 1, 2018- March 31, 2019		
3	Option Year two (2) April 1, 2019 – March 31, 2020		
	1	Total Period	\$
4	Evaluated Price (Applicable Taxes \$	s excluded):	
5	Applicable Taxes	Insert the amount, as applicable:	HST:\$
	Total	• •	\$