

## **RETURN BIDS TO:**

# Employment and Social Development Canada (ESDC)

ESDC Bid Receiving Unit Mail and Distribution Services 140 Promenade du Portage Place du Portage IV, Level 01 Gatineau, Quebec K1A 0J9

Attention: (insert Contracting Authority's name) OR nc-solicitations-gd@hrsdc-rhdcc.gc.ca

## **REQUEST FOR PROPOSAL**

# Proposal To: Employment and Social Development Canada

Solicitation No.	Date	
100008632	June 1,2017	
File No. – N° de dossier		
Solicitation ClosesTime ZoneJuly 17, 2017 At 02 :00 PM / 14 hStandardTime (EST) or EDST		
Address Inquiries to : nc-solicitations-gd@hrsdc-rhdcc.gc.ca Size limit – 13MB		
Destination See Herein		

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

#### **Instructions : See Herein**

Vendor/Firm Name and address

Vendor/firm Name and address :	
Facsimile No.	
Telephone No.	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)	
Signature	Date





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## TITLE: Managing Projects with Project Server 2010/2013/2016

## PART 1 - GENERAL INFORMATION

#### 1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, Evaluation Criteria and the Security Requirements Checklist,

## 2. Summary

The successful bidder will conduct four separate training sessions with the objective of increasing scheduling knowledge within the department in order to ensure that proper schedules are in place for all approved projects. Project Scheduling with Microsoft (MS) Project and Project Server sessions will be conducted approximately twelve (12) times per year, and will provide a comprehensive course on project management and forecast scheduling. Managing Programs with Project Server 2010 sessions will be conducted approximately six (6) times per year, and will provide a comprehensive course on project management and forecast scheduling. Key the sessions will be conducted approximately six (6) times per year, and will provide a comprehensive course on project management and forecast scheduling from a Program perspective. Executive Training with Project Server sessions will be conducted approximately six (6) times per year, and will provide a course on the assessment of health and status of projects, geared toward executives. In addition, a one(1) day refresher session will be conducted approximately six (6) times per year.

The period of the contract is from contract award until March 31<sup>st</sup>, 2018 (2017-2018).

The crown proposes to extend the period of the contract by two (2) one-year irrevocable option periods:

Option period #1: April 1, 2018 – March 31, 2019. Option period #2: April 1, 2019 - March 31, 2020.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security Requirements, and Part 7 - Resulting Contract Clauses.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).





#### 3. Debriefings

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





#### **PART 2 - BIDDER INSTRUCTIONS**

#### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard</u> <u>Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>) 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 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the exception of the following:

- 1. Replace references to 'Public Works and Government Services Canada' with 'Employment and Social Development Canada';
- 2. Delete Section 02, Procurement Business Number, in its entirety;
- 3. Revise Subsection 2d. of Section 05, Submission of Bids, to read:

"send its bid only to the physical or e-mail address specified on Page 1".

4. Subsection 5.4 of Section 05 is amended as follows:

Delete: sixty (60) days Insert: ninety calendar (90) days

- 5. Delete Subsections 1a. and 1b. of Section 12, Rejection of Bid, in their entirety.
- 6. Delete Subsection 2. of Section 20, Further Information, in its entirety.

#### 2. Submission of Bids

Bids must be received at the email address <u>nc-solicitations-gd@hrsdc-rhdcc.gc.ca</u>, by the time and date indicated on the cover page of this RFP document.

It is the Bidders responsibility to ensure their proposal and all associated documents are received in full and on time. It is advised that Bidders send the proposal in advance of the closing time to ensure confirmation of receipt. Bidders should ensure e-mails do not exceed 13MB to avoid problems with transmission.

#### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **7 calendar days** before the bid closing date. Enquiries received after that time may not be answered.

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





#### 4. Applicable Laws

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

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

#### 5. Supplemental General Conditions

SACC Manual Clause, 4006, (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information

#### 6. Standard Procurement Clauses

SACC Manual Clause, A7017C, (2008-05-12), Replacement of Specific Individuals

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



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

#### 1. Bid Preparation Instructions

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

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

Section I: Technical Bid electronic copy sent to nc-solicitations-gd@hrsdc-rhdcc.gc.ca

Section II: Financial Bid electronic copy sent to nc-solicitations-gd@hrsdc-rhdcc.gc.ca

Section III: Certifications Bid electronic copy sent to nc-solicitations-gd@hrsdc-rhdcc.gc.ca

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

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

#### Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach (if applicable) 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.

All mandatory technical criteria are identified specifically with the words "shall", "must", or "will". The Technical Bid must demonstrate compliance with all mandatory evaluation criteria and must also specifically respond to each of the point-rated evaluation criteria.

## Section II: Financial Bid

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

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.





# **ATTACHMENT 1 TO PART 3**

# **Pricing Schedule**

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

Any estimated level of services specified in this pricing schedule is provided for bid evaluation price determination purposes only. Levels of efforts are provided as estimates only, and must not be construed as a commitment by ESDC to respect those estimates in any resulting contract.

Sessions	Estimated quantity	Firm price per sessions (taxes not included)
Project scheduling with MS Project and Project Server 2010/2013/2016	There will be approximately twelve (12) in-person sessions	\$
Program scheduling theory and technical with MS Project and Project Server 2010/2013/2016	There will be approximately six (6) in- person sessions each year	\$
Executive training on Project and Program Management	There will be approximately six (6) in- person sessions each year	\$
Managing Projects with Project Server 2010/2013/2016 refresher session 2010/2013/2016	There will be approximately six (6) in- person sessions each year.	\$
	TOTAL	

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 1. Evaluation Procedures

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

#### 1.1 Technical Evaluation

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

#### **1.2** Financial Evaluation

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

#### 2. Basis of Selection

#### 2.1 Basis of Selection - Highest Combined Rating of Technical and Price

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 150 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 200 points.

- 2. Bids not meeting (choose "(a) or (b) or (c)" will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **80** % for the technical merit and **20** % for the price.
- To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80 %.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **20** %.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
- 8. Tie Breaker: When two or more responsive proposals achieve the identical score, the proposal with the highest score in the Rated Criteria will be will be recommended for contract award.





The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a **80/20** ratio of technical merit and price, respectively. The total available points for technical score equal 135 and for price, 45 points, based on the lowest evaluated price of \$45,000.

Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)

		Bidder 1	Bidder 2	Bidder 3
Overall Techni	cal Score	115/135	89/135	92/135
Bid Evaluated	Price	\$55,000.00	\$50,000.00	\$45,000.00
	Technical Merit Score	115/135 x 80 = 68.14	89/135 x 80 = 52.74	92/135 x 80 = 54.51
Calculations	Pricing Score	45/55 x 20 = 16.36	45/50 x 20 = 18.00	45/45 x 20 = 20.00
Combined Rating		84.50	70.74	74.51
Overall Rating		1st	3rd	2nd



## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

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

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement.

Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### 1.1 Declaration of Convicted Offences

If requested by the Contracting Authority, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide a completed <u>Declaration Form</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html), to be given further consideration in the procurement process.

#### Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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

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

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

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

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to





provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
- e. "lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.
- f. "pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act , 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act , R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

#### Former Public Servant in Receipt of a Pension

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

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

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

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

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

#### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;



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

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

#### 1.4 Status and Availability of Resources

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

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

#### 1.5 Education and Experience

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





#### PART 6 – SECURITY

#### 1. Security Requirement

- 1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7-Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7- Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.





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

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

#### 1. Applicable Laws

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

#### 2. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the General Conditions 2035 Higher Complexity Services (2016-04-04);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Security Requirements Check List; and
- (f) the Contractor's bid dated\_\_\_\_\_

#### 3. Statement of Work

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

## 4. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses</u> <u>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.

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

## 4.1 General Conditions

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

- 4.1.1 Delete reference to 'Client Reference Number (CRN)' and 'Procurement Business Number (PBN)' from Section 12, sub-section 2.a
- 4.1.2 Delete sub-sections 14
- 4.1.3 Delete sub-sections 15
- 4.1.4 Delete sub-sections 19
- 4.1.5 Delete sub-sections 20

#### 5. Security Requirement

#### 5.1 Security Clauses

- The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD, PWGSC.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- The Contractor/Offeror must comply with the provisions of the:





- Security Requirements Check List and security guide (if applicable), attached at Annex C
- o Industrial Security Manual (Latest Edition).

#### 6. Period of the Contract

The period of the contract is from contract award date March 31<sup>st</sup>, 2018.

#### 6.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up two (2) additional 1 (1) 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. Authorities

#### 7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Stephanie Lamoureux Title: Contracting and Procurement Specialist Employment and Social Development Canada Procurement and Contracting

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

### 7.2 Project Authority

The Project Authority for the Contract is:

(To be provided at time of Contract award)

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

#### 7.3 Contractor's Representative

The Contractor's Representative for the Contract is:

(To be provided at time of Contract award)

8. Payment Canadä



#### 8.1 Basis of Payment – Firm Lot Price(s)

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

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

Sessions	Estimated quantity	Firm price per sessions (taxes not included)
Project scheduling with MS Project and Project Server 2010/2013/2016	There will be approximately twelve (12) in-person sessions	\$
Program scheduling theory and technical with MS Project and Project Server 2010/2013/2016	There will be approximately six (6) in-person sessions each year	\$
Executive training on Project and Program Management	There will be approximately 6 (six) in-person sessions each year	\$
Managing Projects with Project Server 2010/2013/2016 refresher session 2010/2013/2016	There will be approximately six (6) in-person sessions each year.	\$
	TOTAL	

#### 9. Method of Payment

#### 9.1 Monthly Payment

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

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

## 10. Invoice Submission

- 1. Invoices must be submitted in the Contractor's name, either by mail to the address on the cover page or by e-mail to the Project Authority (see article 7.2). The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 2. Invoices must show:
  - a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, and financial code(s);





- b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- c. deduction for holdback, if applicable;
- d. the extension of the totals, if applicable; and
- e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

## **10.1. T1204 Information Reporting by Contractor**

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

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

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

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

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service</u> <u>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

#### 13. Certifications

**13.1** The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated 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 associated 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.

#### 14. Intellectual Property

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

• 01 Interpretation





- 02 Disclosure of Foreground Information
- 03 Contractor to Own Intellectual Property Rights in Foreground Information
- 04 License to Intellectual Property Rights in Foreground Information
- 05 License to Intellectual Property Rights in Background Information
- 06 Right to License
- 07 Transfer of Intellectual Property Rights in Foreground Information
- 08 Sale, Assignment, Transfer or Licensing of Intellectual Property Rights in Foreground Information
- **09** Access to Information; Exception to Contractor Rights
- **10** Waiver of Moral Rights

#### **01** Interpretation

#### 1. In the Contract,

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

"Commercial Exploitation in Competition with the Contractor" does not include exploitation by Canada or by any contractor where the good or service produced through such exploitation is for end use by Canada, nor does it include dissemination or distribution by Canada to persons or to other governments at or below cost of any good or service delivered under the Contract or produced through such exploitation;

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

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

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

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

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

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





## 02 Disclosure of Foreground Information

- 1. The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or such earlier time as the Minister or the Contract may require.
- 2. The Contractor shall, in each disclosure under this section, indicate the names of all Subcontractors at any tier, if any, in which Intellectual Property Rights to any Foreground Information have vested or will vest.
- 3. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

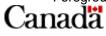
## 03 Contractor to Own Intellectual Property Rights in Foreground Information

- Subject to subsection 3 and section 07 (Transfer of Intellectual Property Rights in Foreground Information), and without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract or that relate to information or data supplied by Canada for purposes of the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of the Contractor.
- 2. Notwithstanding the Contractor's ownership of the Intellectual Property Rights in Foreground Information that is a prototype, model or custom or customized system or equipment together with associated manuals and other operating and maintenance documents and tools, Canada shall have unrestricted ownership rights in those deliverables, including the right to make them available for public use, whether for a fee or otherwise, and, except in the case of Software that is not necessary for the operation of the prototype, model or system or equipment, the right to sell them.
- 3. (i) Where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Intellectual Property Rights that shall vest under subsection 1 shall be restricted to the Intellectual Property Rights in Foreground Information that is capable of being exploited without the use of the information or data supplied by Canada or such personal information. All Intellectual Property Rights in any database or other compilation, the Foreground Information in which cannot be exploited without the use of such information, data, or personal information, shall vest in Canada. The Contractor agrees that it shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract, and shall not dispose of it except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information, upon the completion or termination of the Contract or at such earlier time as the Minister may require.

(ii) Notwithstanding subsection 1, if the Work under the Contract involves the collection of personal information as that term is defined in the Privacy Act (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.

## 04 License to Intellectual Property Rights in Foreground Information

1. In consideration of Canada's contribution to the cost of development of the Foreground Information, the Contractor hereby grants to Canada a nonexclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise all Intellectual Property Rights in the Foreground Information that vest in the Contractor pursuant to section 03, for any public purpose except Commercial Exploitation in Competition with the Contractor. Canada's license to the Intellectual Property Rights in the Foreground Information also includes the right to disclose the Foreground Information to other governments for information purposes only. The Intellectual Property Rights





arising from any modification, improvement, development or translation of the Foreground Information that is effected by or for Canada in the exercise of this license shall vest in Canada, or in such person as Canada shall decide.

- 2. The Contractor acknowledges that Canada may wish to award contracts for any of the purposes contemplated in subsection 1 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in the Foreground Information that vest in the Contractor pursuant to section 03, includes the right to disclose the Foreground Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require the bidder or the contractor not to use or disclose any Foreground Information except as may be necessary to bid for or to carry out that contract.
- 3. For greater certainty and without limiting the generality of subsections 1 and 2, Canada's right to modify, improve, translate, reproduce or further develop any Foreground Information pursuant to subsections 1 and 2:
  - 1. applies to Foreground Information that is Software, notwithstanding any terms to the contrary delivered by the Contractor with any deliverable, including the wording on any shrink-wrapped license attached to any deliverable; and
  - includes the right to reproduce and use Foreground Information that is Software, or any modified or improved or translated or further developed form of it, on any and all computer systems owned, leased or operated by Canada anywhere in the world.
- 4. Notwithstanding subsections 1,2, and 3, if any Foreground Information arises solely from correction by the Contractor of errors in Background Information that is Software, or from minor modifications made by the Contractor to such Software, then the license set out in subsections 1, 2 and 3 shall not apply to that Foreground Information and, unless otherwise agreed, the license that applies to such Background Information shall apply to that Foreground Information.
- 5. Where the Intellectual Property Rights in any Foreground Information are or will be owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1, 2 and 3 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Foreground Information.
- 6. If the Contractor wishes to make use of any Canada-owned information that was supplied for purposes of the Contract, for the commercial exploitation or further development of any of the Foreground Information, then the Contractor may make a written request for a license to exercise the required Intellectual Property Rights in that Canada-owned information, to the Minister. The Contractor shall give the Minister an explanation as to why such a license is required. The Minister shall respond in writing to the request within a reasonable period of time. If the request is refused, the response shall provide an explanation for the refusal. Should the Minister agree to grant such a license, it shall be on terms and conditions to be negotiated between the Contractor and the Minister. It is understood that those terms may include payment of compensation to Canada.
- 7. The Contractor may apply to the Minister for a license to commercially exploit a translation of the Foreground Information which is effected by or for Canada, subject to the same restrictions and obligations as apply under the Contract to commercial exploitation of the Foreground Information that was translated. Any such license shall be on terms and conditions to be negotiated between the Contractor and the Minister. It is understood that those terms may include payment of compensation to Canada.





#### 05 License to Intellectual Property Rights in Background Information

- The Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royaltyfree license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:
  - 1. for the use, operation, maintenance, repair or overhaul of the Work;
  - 2. in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;
  - 3. for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;

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

- 2. The Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection 2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
- 3. Notwithstanding subsections 1 and 2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.
- 4. The Contractor acknowledges that, subject to paragraph (c) of subsection 1, Canada may wish to award contracts for any of the purposes contemplated in subsections 1 and 2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
- 5. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

#### 06 Right to License

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





## 07 Transfer of Intellectual Property Rights in Foreground Information

- Until the Contractor completes the Work and discloses all of the Foreground Information in accordance with section 02 (Disclosure of Foreground Information), the Contractor shall not, without the prior written permission of the Minister, sell, assign or otherwise transfer title to the Intellectual Property Rights in any Foreground Information, or license or otherwise authorize the use of the Intellectual Property Rights in any of the Foreground Information by any person.
- 2. If Canada terminates the Contract in whole or in part for default, or if the Contractor fails to disclose any Foreground Information in accordance with section 02, the Minister may, by notice given not later than 90 days from the date of termination or from the date Canada learns of the failure to disclose, as the case may be, require the Contractor to convey to Canada all of the Intellectual Property Rights in the Foreground Information or, in the case of a notice based on failure to disclose, all of the Intellectual Property Rights in the Foreground Information not disclosed. In the case of either notice, the rights to be conveyed shall include the Intellectual Property Rights in any Foreground Information that have vested or are to vest in a Subcontractor at any tier. In the case of Intellectual Property Rights in Foreground Information which have been sold or assigned to a party other than a Subcontractor at any tier, the Contractor shall not be obligated to convey rights to Canada in accordance with this subsection, but shall pay to Canada on demand an amount equal to the consideration which the Contractor received from the sale or assignment of the Intellectual Property Rights in that Foreground Information or, in the case of a sale or assignment that was not at arm's length, the fair market value of the Intellectual Property Rights in that Foreground Information, in each case including the value of future royalties or license fees.
- 3. In the event of the issuance by the Minister of a notice under subsection 2, the Contractor shall, at its own expense and without delay, execute such conveyances or other documents relating to title to the Intellectual Property Rights as the Minister, and the Contractor shall, at Canada's expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

#### 08 Sale, Assignment, Transfer or Licensing of Intellectual Property Rights in Foreground Information

- In any sale, assignment, transfer or license of Intellectual Property Rights in Foreground Information by the Contractor except a sale or license for end use of a product based on Foreground Information, the Contractor shall impose on the other party all of its obligations to Canada in relation to the Intellectual Property Rights in the Foreground Information and any restrictions set out in the Contract on the use or disposition of the Intellectual Property Rights in the Foreground Information (and, if applicable, the Foreground Information), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee.
- 2. The Contractor shall promptly notify Canada of the name, address and other pertinent information in regard to any transferee, assignee or licensee referred to in subsection 1, and shall ensure that such party is required to do the same with regard to any subsequent transferee, assignee or licensee.
- 3. The Contractor shall not charge or permit any person to charge a royalty or other fee to Canada in respect of the Intellectual Property Rights in any Foreground Information for purposes of a contract or other arrangement with Canada. Where the contract or other arrangement is for a product based on Foreground Information or on any modification or improvement thereof, the Contractor shall grant to Canada a reasonable credit against its commercial price for that product to take into account Canada's financial contribution toward the development of the product, and in the case of a product owned by a transferee, assignee or licensee of the Intellectual Property Rights in any Foreground Information, the Contractor shall ensure that such party is required to do the same.

#### 09 Access to Information; Exception to Contractor Rights

1. Subject to the Access to Information Act, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.





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

## 10 Waiver of Moral Rights

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





## ANNEX "A"

## STATEMENT OF WORK

#### 1.0 Title

Software training sessions on Microsoft Project Server 2010/2013/2016

## 2.0 Background Statement

Employment and Social Development Canada (ESDC) is in the process of enhancing its project management capacity to support departmental projects of varying degrees of risk and complexity. The department is reviewing current processes, tools and capacity levels to ensure it is well positioned to support successful project outcomes.

ESDC requires a Contractor to provide training to all project teams on the principles, methodology and processes required to develop sound project schedules for on-going and new projects. This will ensure consistency in all projects being managed and reported within the organization.

## 3.0 Scope

Enterprise Project Management Office

- 1. The Investment, Procurement and Project Management (IPPM) Office has established an Enterprise Project Management Office (EPMO) with the responsibility of:
  - Supporting departmental project governance;
  - Enhancing departmental project management capacity and developing a culture of continuous improvement;
  - Establishing and implementing departmental project management standards;
  - Monitoring and reporting on departmental project lifecycles and project benefits and outcomes; and,
  - Monitoring compliance against project management policies and guidelines.
- 2. ESDC has put in place a departmental Project Management Information Solution (PMIS) with a project dashboard which follows the Treasury Board standard and includes project information on the scope, budget, and schedule. It also highlights the escalated risks, issues, and any change requests that are currently being processed.
- 3. All ESDC dashboards will be produced using the PMIS which is currently Microsoft (MS) Project Server 2010 and Microsoft MS Project Professional 2010.
- 4. Over the duration of the contract, ESDC will migrate to a new version of Microsoft (MS) Project Server (2013 or 2016).





#### 4.0 Tasks

The primary objective of Managing Projects with Project Server is to use proper forecast scheduling techniques to increase scheduling knowledge within the department to ensure proper schedules are in place for all approved projects.

There will be four training sessions for employees:

- 1. Project scheduling with MS Project and Project Server 2010/2013/2016
- 2. Program scheduling theory and technical with MS Project and Project Server 2010/2013/2016
- 3. Executive training on Project and Program Management
- 4. Managing Projects with Project Server 2010/2013/2016 refresher

The target audience for the Managing Projects with Project Server sessions are project managers, program managers and project schedulers in ESDC.

#### The proposed resource will carry out the following tasks:

- Provide training to all project teams on the principles, methodology and processes required to develop sound
  project schedules for on-going and new projects. This will ensure consistency in all projects being managed and
  reported within the organization;
- Provide training to project teams on how to create forecast schedules using MS Project Professional 2010/2013/2016;
- Provide training to project teams on how to use the Project Server team site functions, including:
  - -risk, -issue, -change control, -stage exception; and -proper document storage.
- Provide program management training on how to create program schedules and how to link individual projects into a master program; and
- Provide training to project teams, Project management office (PMO) and Executives on the reporting functions in the Business Intelligence function.

#### This training session will provide relevant information and explanations of:

- 1. General project management and project schedule practice;
- 2. Project forecast scheduling best practices;
- 3. Project scheduling with Microsoft Project 2010/2013/2016 using Project Server 2010/2013/2016;



- 4. Program scheduling with Microsoft Project 2010/2013/2016 using Project Server 2010/2013/2016;
- 5. Risk and issue management with Project Server 2010/2013/2016; and
- 6. Reporting functions within Business Intelligence (B.I.).

#### 5.0 Deliverables

As part of the preparation and delivery of each training session, the proposed resource(s) will provide the following deliverables:

## A. Session Structure and Content

## 1. Project scheduling with MS Project and Project Server 2010/2013/2016 (3-day)

There will be approximately twelve (12) in-person sessions hosted per year. Sessions will cover the following topics, regardless of the delivery method and language. The total duration of each session will be no more than **22.5 hours over a sequential three day period (3 x 7.5 Hours).** The contractor's facilitator(s) will present topics as identified below.

Project Scheduling - Provides information on project scheduling, in class interactive training.

- Setting up new projects
- Entering the work breakdown structure
- Entering estimates, dependencies, deadlines, constraints and task calendars
- Optimizing your schedule
- Keeping your schedule up-to-date

Project Server 2010/2013/2016 - Provides information on Project Server 2010/2013/2016

- Project web App
- Project details page
- SharePoint
- Project site usage and customization abilities
- Risk, issue, and change control management
- How to enter risks, issues and change control
- IM procedures (document storage)
- Use of knowledge repository and archived project documents repository

#### Reporting - Provides information on Reporting

- Creating reports for Stakeholders
- Project Reports, Portfolio Reports, Program Reports



## 2. Program scheduling theory and technical with MS Project and Project Server 2010/2013/2016

There will be approximately six (6) in-person sessions each year. Sessions taught will cover all of the following topics, regardless of the delivery method and language. The total duration of each session will be no more than **15 hours over a two day period sequentially**. The contractor's facilitator(s) will present each topic for the duration identified below.

## **Program Scheduling**

- Ability to manage program schedule made up of interdependent projects;
- Ability to break a program schedule into subproject schedules;
- Ability to re-integrate subproject schedules into a program schedule;
- Ability to create dependencies across the subproject schedules;
- Ability to track the buffers or slippages of handoffs between the subprojects;
- Ability to identify the Critical Path to the next major milestone;
- Ability to track the subproject progress and program schedule during execution; and
- Be aware of the best practices for managing integrated program schedules.

#### Reporting

- Creating reports for stakeholders
- Program reports, portfolio reports

## 3. Executive Training with Project Server (3-hours)

There will be approximately six (6) in-person sessions each year. The total duration of each session will be no more than **3** hours. The contractor's facilitator(s) will present each topic for the duration identified below.

## Project scheduling (1 hour)

• Entering the Work Breakdown Structure

## Project Server 2010/2013/2016 (1 hour)

- Project web app
- Project details page
- SharePoint
- Project site usage and customization abilities
- Risk and issue management
- How to enter risks and Issues
- How to assign tasks to risks
- Project Professional 2010/2013/2016 (see forecast scheduling above)
- Information Management (IM) procedures (Document Storage)
- Use of knowledge repository and archived project documents repository

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## **Reporting (1 Hour)**

- Creating reports for stakeholders
- Project reports, portfolio reports, program reports

## 4. Managing Projects with Project Server 2010/2013/2016 refresher (1-day)

There will be approximately six (6) in-person sessions hosted per year. Sessions will review the following topics covered in the 3-day session, regardless of the delivery method and language. The total duration of each session will be no more than **7.5 hours over a one day period**. The contractor's facilitator(s) will present topics as identified below.

## **Project Scheduling (3 hours)**

- Setting up new projects
- Entering the work breakdown structure
- Entering estimates, dependencies, deadlines, constraints and task calendars
- Optimizing your schedule
- Keeping your schedule up-to-date

## Project Server 2010/2013/2016 (3 hours)

- Project web App
- Project details page
- SharePoint
- Project site usage and customization abilities
- Risk, issue, and change control management
- How to enter risks, issues and change control
- IM procedures (document storage)
- Use of knowledge repository and archived project documents repository

## Reporting (1.5 hours)

- Creating reports for Stakeholders
- Project Reports, Portfolio Reports, Program Reports

#### B. Languages

The Contractor will deliver training sessions in English or French as scheduled. Session materials will be provided in either of the two official languages, English or French as per the language of the session being delivered. Facilitator(s) must be able to communicate fluently in English and French (i.e. French or English) to match the language of the training session.

The Project Authority estimates that 90 percent of the sessions will be in English.



#### 6.0 Support to be provided by ESDC

#### Specific requirements for session delivery:

- Specific accommodations: To better serve learners who require special or unique accommodations, the Project Authority and the Contractor will work together to develop options to help the individual learn and participate effectively. The Project Authority, consulting with the Contractor, will choose the best course of action for the specific need. The Contractor will contribute its best efforts and the resources of its organization to implement the decision.
- 2. Session evaluations: The Project Authority is responsible for all session evaluations. The Project Authority will collect participant session evaluations and will review the evaluations it collects from participants and, when necessary, provide its feedback to the Contractor.
- 3. Auditing of sessions: The Project Authority reserves the right to audit any sessions held, assess the session content and review facilitator performance.
- 4. Session timeframes: In-person sessions are to take place during business hours (between 8:00 am and 5:30 pm EST), for a total of 7.5 hours per day, including a 15-minute morning break, 45 minutes for lunch and a 15-minute afternoon break. The total time is not to exceed 7.5 hours (7.5 hours per day, as distributed over 3 sequential days).
- 5. Minimum classroom requirements: Training rooms will be able to accommodate up to 25 participants. Training rooms will be equipped with a computer for each attendee, a projector and a screen, for use of any necessary media and the Internet during training. Each computer will be set up with Project Professional 2010/2013/2016 and will have access to the Project Server training environment.

#### 7.0 Support to be provided by the vendor

#### Specific requirements for session delivery:

- 1. The Contractor is responsible for providing training materials to all attendees on day one of the training session. The vendor will be responsible for the translation of session materials.
- 2. All materials will be approved by the Project Authority and must be provided 2 weeks in advance of the first session date for approval.

#### 8.0 Session Estimated Frequency

#### 1. Project scheduling with MS Project and Project Server 2010/2013/2016

Description: Comprehensive session on project management and forecast scheduling.

- Approximately twelve (12) in-person sessions each year, depending on circumstances
- Minimum of **3** French language sessions per year, depending on circumstances.



## 2. Program scheduling theory and technical with MS Project and Project Server 2010/2013/2016

Description: Comprehensive session on project management and forecast scheduling from a Program perspective.

- Approximately six (6) in-person sessions each year, depending on circumstances
- Minimum of 1 French language sessions per year, depending on circumstances.

## 3. Executive Training with Project Server:

Description: Half-day sessions on assessing health and status of projects, for executives.

- **Approximately six (6)** in-person sessions each year, depending on circumstances. Minimum of **1** French language session per year, depending on circumstances
- 4. Managing Projects with Project Server 2010/2013/2016 refresher session:

Description: 1-day refresher session on project management and forecast scheduling.

- Approximately six (6) in-person sessions each year, depending on circumstances.
- Minimum of **2** French language sessions per year, depending on circumstances.

## 9.0 Anticipated Locations

National Capital Region of Canada: 140 Promenade du Portage, Gatineau, Quebec, K1A 0J9

ESDC will host approximately 100 percent of the in-person training sessions in its own facilities [in the NHQ region]. The Project Authority will be responsible to book ESDC training rooms.

## **10.0 Contact Period**

The contract period is estimated to be from the date of contract award until March 31<sup>st</sup>, 2018.

#### 11.0 Options to extend the contract

The crown proposes to extend the period of the contract by two (2) one-year irrevocable option periods.

Option period # 1: April 1<sup>st</sup>. 2018-March 31<sup>st</sup>, 2019

Option period # 2: April 1<sup>st</sup>. 2019-March 31<sup>st</sup>, 2020





## 12.0 Session attendance and cancellation constraints

Requirement	Timeline
Project Authority to contact Contractor, in writing, to request a session	At least <b>15</b> business days before the requested session start date
Project Authority to submit Participant List, in writing, to Contractor (the Project Authority will aim for a minimum of 10 and maximum of 20 participants per session)	At least <b>5</b> business days before scheduled session start date
Project Authority to notify Contractor, in writing, to cancel a scheduled session.	At least <b>10</b> business days before scheduled session start date, with no charge whatsoever
Contractor to send sessions materials electronically to all registered Participants (to match the delivery language of the session)	At least <b>2</b> business days before the scheduled session start date
Contractor to e-mail to the Project Authority a copy of the Attendance List (must include training title, session dates, Contractor name, participant names and participant signatures)	Not more than <b>2</b> business days after the end of the session
Project Authority can send request to Contractor, in writing, for a replacement facilitator	At any time during the contract, with at least <b>10</b> business days' notice for the requested facilitator change to take effect
Contractor can ask to introduce a new facilitator, by sending a written request for approval to the Project Authority	At any time during the contract, with at least <b>10</b> business days' notice for the Project Authority to respond to the request
Project Authority to notify Contractor, in writing, of the exact needs of any special accommodations learner	At least <b>5</b> business days prior to the scheduled session start date that the learner requiring the special accommodations will attend
Contractor to address concerns (from Session Evaluations/Audits) as submitted in writing by Project Authority, to Project Authority's satisfaction	Before the next scheduled session begins



## ANNEX B

## **EVALUATION CRITERIA**

## Section A - Mandatory Technical Criteria

ID #	Mandatory Criteria	Submission Requirements	MET/NOT MET
M1 M2	QualificationsThe bidding firm must be a certifiedRegistered Education Provider (REP)approved by PMI (Project ManagementInstitute) to issue professional developmentunits (PDUs) for its training courses.Personnel Qualifications	The bidder must provide a copy of the certification with the bidder's proposal. For each proposed resource the bidder	
	All resources proposed as course developers, trainers or scheduling coaches must possess a PMP (Project Management Professional) certification. <b>Note to Bidders</b> : The same resource may be proposed for more than one category of personnel as long as the individual proposed meets the criteria for that category.	<ul> <li>must provide the following information:</li> <li>Name of the proposed resource</li> <li>Category of personnel (i.e. course developer, trainer and/or scheduling coach)</li> <li>Proof of certification from the PMI (Project Management Institute)</li> </ul>	
М3	Experience in Project Management The bidder must have a minimum of 3 years of experience, within the last 5 years from the date of issue of this RFP, providing project management training to a federal government department or agency.	<ul> <li>The bidder must provide the following information:</li> <li>The federal department or agency for whom the work was carried out</li> <li>The Project Management course outline for the course delivered</li> <li>Sample of the project management course material used to successfully deliver the training</li> <li>When the work was carried out</li> <li>The name, telephone number, regular and email addresses for a client representative who can confirm the information provided</li> </ul>	
Μ4	<b>Experience in Program Management</b> The bidder must have a minimum of 2 years of experience within the last 5 years from the date of issue of this RFP, providing program management training to a federal government department, agency or private sector company.	<ul> <li>The bidder must provide the following information:</li> <li>The federal department or agency for whom the work was carried out</li> <li>The Program Management course outline for the course delivered</li> <li>Sample of the project management</li> </ul>	





ID #	Mandatory Criteria	Submission Requirements	MET/NOT MET
		<ul> <li>course material used to successfully deliver the training</li> <li>When the work was carried out</li> <li>The name, telephone number, regular and email addresses for a client representative who can confirm the information provided</li> </ul>	
M5	Experience teaching MS Project Professional 2010/2013/2016 and MS Project Server 2010/2013/2016 All resources proposed as trainers for Article 4.0 of the SOW must have 5 years' experience with MS Project Server 2010/2013/2016, and 10 years' experience with Microsoft Project and Project Server from date of issue of this RFP, delivering training in the development of project schedules.	<ul> <li>The Bidder must provide the following information:</li> <li>The name of the proposed resource</li> <li>A description of the training provided</li> <li>When the work was carried out</li> <li>The name, telephone number, regular and email addresses for a client representative who can confirm the information provided</li> </ul>	

## Section B- Rated Technical Criteria

#	Point Rated Criteria	Maximum Score	Scoring / Scale	Bidder Response and Self Score (explain how points are obtained and reference location in bid)
R1	The Bidder should demonstrate that the proposed trainer has experience developing and delivering the use of MS Project Server 2016, 2013 and 2010, and MS Project Professional suite of products within the <u>last 3</u> <u>years.</u> The bidder should provide up to five (5) written project summaries that each include the following details: 1) Name of client organization 2) Name of client contact and contact information 3) Description of training 4) Duration of training	50 Points Maximum	Up to 10 points per training course, in accordance with the scales below. Project Server (5 points per training course) 5 points: Microsoft Project Server 2016, 2013 5 points: Microsoft Project Server 2010, Project Professional Server (5 points per training) 5 points: Microsoft Project Professional 2016, 2013 5 points: Microsoft Project Professional 2010	<trainer name=""> <course description=""> <client organization=""> <timeframe, #="" days=""> TOTAL Project Server Points: TOTAL Project Professional Points:</timeframe,></client></course></trainer>





#	Point Rated Criteria	Maximum Score	Scoring / Scale	Bidder Response and Self Score (explain how points are obtained and reference location in bid)
R2	The Bidder should demonstrate that the proposed trainer has experience developing and delivering in class training courses on Project Scheduling practice within the <b>last 3 years.</b> The bidder should provide up to five (5) written project* summaries that each include the following details: 1) Name of client organization 2) Name of client contact and contact information 3) Description of training	50 Points Maximum	Up to 10 points per course, in accordance with the scales below. Project Management (5 points per training course) 5 points: Project Scheduling (WBS, Project Lifecycle, Activity identification, dependencies, duration.	<pre></pre> <trainer name=""> <course description=""> <client organization=""> <timeframe, #="" days="">  TOTAL Project Server Points: TOTAL Project Professional Points:</timeframe,></client></course></trainer>
R3	<ul> <li>4) Duration of training</li> <li>The Bidder should</li> <li>demonstrate that the proposed</li> <li>trainer has experience</li> <li>developing and delivering in</li> <li>class training courses on</li> <li>Program Scheduling practice</li> <li>within the last 3 years.</li> <li>The bidder should provide up</li> <li>to five (5) written training</li> <li>summaries (or syllabus) that</li> <li>each include the following</li> <li>details:</li> <li>1) Name of client organization</li> <li>2) Name of client contact and</li> <li>contact information</li> <li>3) Description of training</li> <li>4) Duration of training</li> </ul>	50 Points Maximum	Up to 10 points per course, in accordance with the scales below. Program Management (5 points per training course) 5 points: Program Scheduling (WBS, Program Lifecycle, dependencies, duration, separate project schedules, interlinking schedules).	
R4	The Bidder should demonstrate that the proposed trainer has experience in developing and delivering in class training on <u>Resource</u> <u>Management</u> using Microsoft Project Professional and Microsoft Project Server within the <u>last 3 years</u> . 1) Name of client organization 2) Name of client contact and contact information 3) Description of training 4) Duration of training	20 Points Maximum	Up to 5 points per course, in accordance with the scale below: <b>5 points:</b> Microsoft Project Server Or: <b>2 points:</b> Microsoft Project Professional standalone (Note: Experience with MS Project Server cannot be combined with MS Project Professional	





#	Point Rated Criteria	Maximum Score	Scoring / Scale	Bidder Response and Self Score (explain how points are obtained and reference location in bid)
R5	The Bidder should demonstrate that the proposed trainer has experience in developing and delivering in- class training on Project Server Demand and Resource Management at the Portfolio level in <u>the last 3 years</u> . 1) Name of client organization 2) Name of client contact and contact information 3) Description of training 4) Duration of training	20 Points Maximum	Up to 5 points per course, in accordance with the scale below: <b>5 points:</b> Microsoft Project Server	
R7	Bidder resources should be a certified Microsoft MVP on Project Professional, to ensure delivery of training by a top level scheduling expert.	10 Points Maximum	10 Points for trainer Certification	<ul> <li>The Bidder must provide the following information:</li> <li>The name of the proposed resource</li> <li>The year of the Microsoft MVP certification</li> </ul>
	Total Maximum score	200		(150 minimum score to pass – 75%) Total Score

