



REQUEST FOR PROPOSALS (RFP)

Subject: Employment Systems Review For the Senate of Canada

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

Issue Date:

July 12, 2017

Closing Date and Time:

July 27, 2017 at 11:00 AM
Eastern Standard Time

RFP No:

SEN-011 17-18

SENATE INFORMATION**Delivery address by e-mail:**

jean.millette@sen.parl.gc.ca

**PLEASE MARK ALL CORRESPONDANCE WITH
THE RFP NUMBER INDICATED ABOVE.**

**BIDS SUBMITTED BY MAIL OR FASCIMILE
WILL NOT BE ACCEPTED.**

Contact:

Jean Millette
Contracting Officer

Telephone no:

613-947-1932

E-mail:

jean.millette@sen.parl.gc.ca

BIDDER SIGNATURE BLOCK

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

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

Name of Firm:

Name of
Representative:

Authorized Signature:

Date:

Position Title:

Email Address:

Telephone Number:

Fax Number:

GST Registration or
Business Number:

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus 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 Non-Disclosure Agreement; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work and the Basis of Payment.

2. Summary

The Senate of Canada is seeking to establish a contract for an Employment Systems Review for the Senate of Canada, as defined in Annex A, Statement of Work.

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 5 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. Prelude

- I. The Senate of Canada invites the submission of proposals for the provision of services as described in this document and in accordance with the stated mandatory requirements set forth in this Request for Proposals (RFP).
- II. "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.
- III. Should there be any discrepancies between the English & French document, the English version of the RFP will take precedence over the French RFP.

2. Signature Requirement

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

3. Irrevocable Proposals

- I. Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation.
- II. The Senate of Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) days before the end of the bid validity period. If the extension is accepted by all responsive bidders, the Senate of Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, the Senate of Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

4. Cost Related to the Preparation of Proposal

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

5. Joint Venture

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

representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarity liable for the performance of any resulting contract.

6. Inquiries and Communications

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

7. Provision of False or Incorrect Information

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

8. Price Justification

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

9. Conflict of Interest – Unfair Advantage

- I. In order to protect the integrity of the procurement process, bidders are advised that the Senate of Canada may reject a bid in the following circumstances:
 - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to

other bidders and that would, in the Senate's opinion, give or appear to give the Bidder an unfair advantage.

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

10. Approvals

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

11. Applicable Laws

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

The Senate of Canada requests that bidders provide their bid in separately files as follows:

Section I: Technical Bid (1 soft copy)

Section II: Financial Bid (1 soft copy)

Section III: Certifications (1 soft copy)

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

The Senate 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) measurements when preparing documents electronically;
- (b) use a numbering system that corresponds to the bid solicitation.

Bidders must quote the RFP number, as part of the subject line in their submission by email.

Section I: Technical Bid

- I. 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.
- II. 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, the Senate of Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

- I. Bidders must submit their financial bid, in Canadian funds, in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- I. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- II. An evaluation team composed of representatives of the Senate of Canada will evaluate the bids.
- III. The following is the proposed format for the Bidder's Technical Proposal. It is mandatory that the information listed in the proposed index be included in the Bidder's Technical Proposal and that it **must** appear on the **first** page of the bid.

Description	Page no.
<u>Mandatory Requirements:</u>	
Bidder's Index	
2.1 M1 Non-Disclosure Agreement	
2.1 M2 Bidder's Past Experience	
2.1 M3 Bilingualism	
<u>Rated Criteria</u>	
3.1 R1 Project Methodology (Project Plan)	
3.1 R2 Project Team Qualification & Experience	
3.1 R3 Cost	
<u>Financial Proposal</u>	
Annex B - Basis of Payment	

2. Mandatory Criteria

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

The mandatory criteria are:

Mandatory Criteria	Met / Not Met
<p>M1. Non-Disclosure Agreement:</p> <p>Bidders must complete, sign and include with their bid a completed copy of the Non-Disclosure Agreement, found at Part 6 of this RFP.</p>	
<p>M2: The bidder's past experience</p> <p>Bidders must demonstrate that they have experience with employment systems reviews.</p> <p>To demonstrate experience, the Bidder must, provide a description of the services offered, and work performed, as part of employment system reviews.</p> <p>**The response for this criterion must not exceed 1 page (8.5 x 11 paper).</p>	
<p>M3 Bilingualism</p> <p>Bidders must demonstrate how they will provide the services in both official languages.</p>	

3. Rated Evaluation Criteria

- I. Proposals that do not clearly meet all the mandatory requirements set forth in this RFP, exceed any of the stated maximum number of pages for the responses and do not attain a minimum of 70% for the requirements (R1 + R2) which are subject to the evaluation criteria point rating will be disqualified.
- II. Price is only one criterion in the evaluation of proposals. The Senate of Canada is seeking best overall value and will evaluate proposals on a point rating system based on evaluation criteria and assigned weight factors.
- II. Bidders must include all information relating to the criteria in the Bidder's Technical Proposal. All information contained within the Bidder's Technical Proposal must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the proposal.
- III. Bidder's Technical Proposal must begin with an index that indicates the location of the information relevant to the mandatory requirements and the evaluation criteria. A Bidder's Technical Proposal is incomplete without a Bidder's index. Failure to clearly indicate the location of information in the Technical Proposal may result in the disqualification of the proposal. A proposed Bidder's index has been included at Pat 4, Article 1 of this document.
- IV. Each Evaluation Criteria is scored on an identified points system that is then multiplied by the Weight Factor indicated, as applicable.

The rated evaluation criteria are:

Criteria	Maximum Points
<p>R1: Project methodology (Project Plan)</p> <ul style="list-style-type: none"> • Understanding of project and identified requirements • Ability to carry out project and satisfy requirements, as per the statement of work • A detailed work plan of the project, including timelines, milestones and deliverable • Time frame for completion of overall project, expressed in weeks from first start-up/organizational meeting (strategy to complete the project) • Service process overview <ul style="list-style-type: none"> ○ Processes for delivering assessment services that are customized, responsive and aligned with our specific business needs ○ Processes that your firm will employ to address matters related to client satisfaction, performance measurement and continuous improvement <p>**The response for this criterion must not exceed 5 pages (8.5 x 11 paper).</p>	25
<p>R2: Project Team Qualification & Experience with HR functional reviews</p> <ul style="list-style-type: none"> • Listing proposed team members/key personnel, including background and experience • Experience, dedication, and references of the team members/key personnel <ul style="list-style-type: none"> ○ Names of (Company Name) core service team, location and relevant experience ○ References (at least two) for each senior member of the account team ○ How your firm's senior executives will be involved in the engagement <p>**The response for this criterion must not exceed 4 pages (8.5 x 11 paper).</p>	30
<p>R3: Cost</p> <p>Cost Proposed: Maximum Price Evaluation Points (20 points) will be given to the compliant bid with the lowest price. Other compliant bids will be given Price Evaluation Points calculated as follows:</p> $10 \times \frac{\text{Total Evaluation Price of Lowest Priced Compliant Bid}}{\text{Total Evaluation Price of Bid}}$	20
Total	75

4. Bidders Cost Proposal

- I. Pricing must include all requirements as set forth in the RFP.
- II. **Pricing must be submitted in a separate document clearly labelled “Cost Proposal” along with the Bidders company name. No financial information may appear in the technical proposal.**

5. Financial Evaluation

- I. The price of the bid will be evaluated in Canadian dollars, GST or HST excluded, Freight On Board destination, Canadian customs duties and excise taxes included.
- II. For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Annex B, Basis of Payment.

6. Basis of Selection

Highest Combined Rating of Technical Merit 70% and Price 30%

To be declared responsive, a bid must:

- (a) Comply with all the requirements of the bid solicitation;
- (b) Meet all the mandatory evaluation criteria; and
- (c) Obtain the required minimum number of points specified in Part 4 for the point rated technical criteria.

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

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 (i): $PS_i = LP / P_i \times 30$. P_i is the evaluated price (P) of each responsive bid (i).

A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): $TMS_i = OS_i \times 70$. OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Part 4, Article 3, determined as follows: total number of points obtained / maximum number of points available.

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

One Contract to be awarded

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 detailed in Part 4 will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

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

Compliance with the certifications bidders provide to the Senate of Canada is subject to verification by the Senate during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting 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, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required With Bid

1.1 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 the Senate of Canada's representatives and at the time specified in the bid solicitation or agreed to with the Senate'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 the Senate of 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.

1.2 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 – NON-DISCLOSURE AGREEMENT

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

OR

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

I/We recognize that in reviewing the solicitation document in connection with **RFP Serial No. SEN-011 17-18**, or in the course of work in connection with the same, access may be given to me/us to certain information by or on behalf of the Senate of Canada (the “**Senate**”), which is non-public, confidential or proprietary in nature to the Senate or to a third party.

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

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

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

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

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

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

Signature

For:

Name of Contractor, if applicable

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Appropriate Law

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

2. Interpretation

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

3. Assignment

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

4. Period of the Contract

- I. The Work is to be performed during the period starting XXXX and to be completed on or before XXX.

5. Delivery Date

- I. All the deliverables must be received XX months from award date of the contract.

6. Security Accreditation Check

- I. The Contractor, in accordance with the Senate's security requirements, will be responsible for a Senate security clearance check which must be conducted on all outside service providers who will carry on business in the Senate. The contractor is responsible to ensure that its employees, assigned to this contract, are security cleared otherwise these individuals will be denied access.

7. Contracting Authority

The Contracting Authority for the Contract is:

Name: *Jean Millette*

Title: Contracting Officer

Directorate: Finance and Procurement

Address: 40 Elgin Street, chambers Building, Room 1134, Ottawa, Ontario, K1A 0A4

Telephone: 613-947-1932
 Facsimile: 613-947-1943
 E-mail address: jean.millette@sen.parl.gc.ca

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

8. Project Authority

The Project Authority for the Contract is:

Name: _____

Title: _____

Telephone: _____-_____-_____

Facsimile: _____-_____-_____

E-mail address: _____

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

9. Contractor's Representative (To complete with bid)

Primary Contact:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

Secondary Contact:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

10. Time is of the Essence

- I. Time is of the essence in this contract. It is essential that the Work be performed within or at the time stated in the Contract.
- II. Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by events beyond the Contractor's control must be reported in writing to the Senate of Canada. This notice shall state the cause and circumstances of the delay. Furthermore, when requested to do so, the Contractor shall deliver, in a form satisfactory to the Senate of Canada, a "work around plan" including alternative sources and any other means that the Contractor will utilize to overcome the delay.
- III. Unless the Contractor complies with the notice requirements set forth in the contract, any delays that would constitute an excusable delay shall be deemed not to be an excusable delay.

IV. Notwithstanding that the Contractor has complied with the notice requirements, the Senate of Canada may exercise any right of termination contained in the contract.

11. Indemnity Against Claims

- I. Except as otherwise provided in the contract, the Contractor shall indemnify and save harmless the Senate of Canada from and against any and all claims, damages, loss, costs and expenses which they may at any time incur or suffer as a result or arising out of;
- any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be alleged to be caused by or suffered as a result of the carrying out of work or any part thereof ; and
 - any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work in progress or finished work delivered to or in respect of which any payments has been made by the Senate of Canada.

12. Right to Inspection

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

13. Termination of Agreement

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

14. Warranties

The Contractor warrants that:

- I. The Contractor is competent to perform the Work required as per the terms and conditions of the Contract and the Contractor has the necessary qualifications, including the knowledge, skill and ability to perform the Work effectively;
- II. The Contractor shall provide, as per the terms and conditions of the Contract, a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation;
- III. The Contractor has complete authority to enter into this Contract;
- IV. The Contractor warrants all work and services performed or goods delivered for a period of no less than 12 months from the completion of services or date of delivery.

15. Records to be Kept by the Contractor

- I. The Contractor shall keep proper accounts and records of the costs of work, services and goods and all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers. These accounts and records shall at reasonable times be open to audit and inspection by the authorized representatives of the Senate of Canada, who may make copies and take extracts therefrom.

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- II. The Contractor shall not dispose of the documents referred to herein without the written consent of the Senate of Canada, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two years following the completion of the work or services or delivery of goods.

16. Confidentiality

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

17. Rules and Regulations

- I. In its operation, the Contractor and its employees will comply and abide by all lawful rules and regulations of the Senate of Canada which may be established from time to time, provided that no such rules or regulations shall inhibit the Contractor from exercising its rights and duties hereunder.
- II. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments

18. Miscellaneous Restrictions

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

19. Performance

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

20. Subcontracts

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

Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

21. Replacement of Specific Individuals

- I. 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.
- II. 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 the Senate of 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 the Senate of Canada, if applicable.
- III. 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.

22. Amendment to the Agreement

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

23. Ownership of Intellectual and Other Property Including Copyrights

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

24. Conflict of Interest

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

25. Discrimination and Harassment in the Workplace

- I. The Contractor acknowledges the responsibility of the Senate of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the *Senate Policy on Prevention and Resolution of Harassment in the Workplace*, which is also applicable to the Contractor, is available upon request.
- II. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with the Senate of Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing.

Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

26. Health and Safety

The Contractors, retained through the Finance and Procurement Directorate, will be advised of their Occupational Health and Safety duties and responsibilities while working in the Senate workplace. The Contractor will be responsible for taking corrective action as warranted in cases of breach of those duties and responsibilities, as advised by the Chief Financial Officer, Senate of Canada, or the Contracting Officer. A copy of the *Senate Policy on Occupational Health and Safety*, which is also applicable to the Contractor, is available upon request.

27. Basis of Payment

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

27.1 Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$_____. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

The Senate of 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.

28. Method of Payment

- I. Direct Deposit: the Senate of Canada can deposit directly all payments into the Individuals/corporation's account. Please send an e-mail to request a direct deposit form at: finpro@sen.parl.gc.ca.

28.1 Milestone Payment

28.1.1 For the Work detailed in section in the Statement of Work, Appendix A:

1. Payments will be made in accordance with the Schedule of Milestone Payments contained in Appendix B – Basis of Payment, upon the following terms and conditions:
 - All deliverables required for the milestone claimed have been received and accepted by the Project Authority.
2. Each invoice submitted must show the following:
 - (a) Amount currently claimed; and
 - (b) Total of all previous claims against the Contract and the extension of the totals to date.
 - (c) Contract Number, Financial Codes and Client Reference Number as shown on page 1 of the Contract.

Payment by the Senate of Canada for the work shall be made in accordance with the Basis of Payment specified herein:

- thirty (30) days following the date on which all of the work has been delivered at the location(s) specified in the Contract and all other work required to be performed by the Contractor under the terms of the Contract has been completed; or
- within thirty (30) days following the date on which an invoice and substantiating documentation is received according to the terms of the Contract;

whichever is later.

If the Senate has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, the Senate shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as the Senate requires. Failure by the Senate to act within (15) days will only result in the date specified in the preceding paragraph of the clause to apply for the sole purpose of calculating interest on overdue accounts.

29. Sales Tax

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

30. Invoicing Instructions

- I. An itemized invoice certified by the Contractor shall be forwarded to:

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

or by e-mail at: finpro@sen.parl.gc.ca

- II. Payment by the Senate to the Contractor for work, or goods, shall be made:

- In the case of a progress payment other than the final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;
- In the case of a final payment, within thirty (30) days following the date of receipt of a final invoice for payment, or within thirty (30) days following the date on which the work is completed or the goods delivered and accepted, whichever date is the later;
- If the Senate has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the Contractor.

- III. Progress payments are interim payments only. The Senate of Canada may conduct an audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to the Senate of Canada.

31. Interest on Overdue Accounts

For the purpose of this section:

- I. An amount is “due and payable” when it is due and payable by the Senate of Canada to the Contractor according to the terms and conditions of the contract.
- II. An amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- III. “Date of payment” means 30 days from the date of receipt of the invoice at the Senate of Canada.
- IV. The “Bank Rate” shall be the average Bank of Canada discount rate for the previous month, plus 3 per cent.
- V. The Senate shall be liable to pay simple interest at the Bank rate on any amount which is overdue from the day such amount became overdue until the day prior to the date of payment inclusively; however interest will not be payable nor paid unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date. Interest shall only be paid when the Senate is responsible for the delay in paying the Contractor. In the event that the Senate is not responsible for the delay in paying the Contractor, no interest shall be paid.
- VI. The Senate shall not be liable to pay the Contractor any interest on unpaid interest.

32. Advertisement

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

33. Entire Agreement

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

34. 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) Annex A, Statement of Work;
- (c) Annex B, Basis of Payment;

ANNEX A

STATEMENT OF WORK

Employment Systems Review for the Senate of Canada Human Resources Directorate

1. OBJECTIVE

The overall goal of this project is to conduct an in-depth analysis of the Senate's current Human Resources (HR) policies and practices and the manner in which they are implemented, to identify systemic barriers to the full employment of the four designated groups (women, Aboriginal persons, members of visible minorities and persons with disabilities).

The Employment Systems Review (ESR) must also cover a complete review of formal and informal HR systems and policies as well as attitudes and behaviors, before developing specific recommendations and suggesting alternative employment policies and changes to be made in order to support the Senate in its equity planning and ensure an equitable workplace free of all employment barriers.

2. BACKGROUND

The Senate of Canada is an integral part of the Canadian Parliamentary system and its leaders are committed to the values of employment equity, diversity and inclusiveness both within Canada and within the Senate and through its people. In accordance with article 9(1)(b) of the Employment Equity Act, employers must conduct a review of their employment systems to identify barriers.

Following the workforce data analysis included in the Senate's 5th Report on Diversity and Accessibility, the Senate is seeking a strategic shift in its approach to managing equity, diversity and inclusion, to further improve organizational performance as well as attracting and retaining the best talent.

3. SCOPE OF WORK

This Employment Systems Review will be carried out in a four (4) month period and a report be delivered by end of December 2017. The report must include:

- an in-depth assessment of the Senate's employment systems;
- an analysis of qualitative and quantitative data to determine the causes of any gaps in the representation of designated groups at all levels compared to the workforce availability;
- and
- a review of HR policies and practices.

The ESR method used must align with the Canadian Human Rights Commission guide or other tools that are current and Canadian.

The results of the review must be documented and provide a reasonable basis for corrective action by the Senate.

3.1 Tasks

The Contractor's tasks and responsibilities will include, but not be limited to:

- a. In-depth analysis of all HR policies and practices which would impact employees in the following areas:
 - Recruitment;
 - Selection and Hiring;
 - Training and Development;
 - Promotion;
 - Retention and Termination; and
 - Reasonable accommodation.
- b. Quantitative analysis of the employment equity workforce data of the Senate and compare to the workforce availability.
- c. Develop interview and survey questionnaires for employees, managers, and/or focus groups.
- d. Conduct interviews and collect survey results.
- e. Qualitative analysis following interviews and surveys.

3.2 Deliverables

The following deliverables must be submitted via email in both Word and PDF format to the Project Authority:

- a) The initial work plan detailing proposed actions and timelines is expected no later than August 30, 2017;
- b) Monthly status reports in a detailed narrative format, outlining all activities performed and alignment with project outcomes;
- c) Draft report of the quantitative analysis of the workforce data;
- d) Final report of the quantitative analysis and report of the workforce data incorporating changes submitted by the Project Authority*;
- e) Questionnaires for interview and survey of various individuals and groups as requested by Project Authority;
- f) Summary of findings of the HR policy review;
- g) One (1) draft by November 30, 2017 and one (1) final report of the Employment Systems Review including analyses, recommendations and Executive Summary by December_31, 2017.

**Note: Oral presentations to Senate management covering these resulting deliverables may be scheduled.*

The Contractor is expected to provide any other appropriate suggestions within the Employment Systems Review context.

4. Client Support

The following items will be provided to the Contractor:

- The Senate workforce and employment equity representation data.

-
- HR policies, for recruitment and staffing, official languages, training and accommodations
 - HR practices.

5. Language of Work

The Contractor's representative(s) must be able to communicate in writing and verbally, and provide deliverables in both official languages.

ANNEX B
BASIS OF PAYMENT

Deliverables / Milestones	Cost	Expected delivery date
Grand Total		