



**RETURN BIDS TO:**

**Employment and Social Development  
Canada (ESDC)**

[nc-solicitations-gd@hrsdc-rhdcc.gc.ca](mailto:nc-solicitations-gd@hrsdc-rhdcc.gc.ca)

**REQUEST FOR STANDING OFFER**

**Proposal To: Employment and Social  
Development Canada**

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**

<b>Title:</b> Pre-Retirement Training (requirement to engage the professional services of a team maximum 2 resources per workshop) to provide pre-retirement training.	
<b>Solicitation No.</b> 100008027	24 November 2017
<b>File No. – N° de dossier</b>	
<b>Solicitation Closes</b> 10 January 2018 at 02 :00 PM / 14 h	<b>Time Zone</b> Eastern Standard Time (EST)
<b>Address Inquiries to :</b> <a href="mailto:nc-solicitations-gd@hrsdc-rhdcc.gc.ca">nc-solicitations-gd@hrsdc-rhdcc.gc.ca</a> Size limit – 13MB	
<b>Destination</b> See Herein	

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



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided;
- Part 6            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, Call-up instrument.

### **1.2 Summary**

#### **1.2.1 Objectives:**

The goal of this Standing Offer is to have 1 (one) qualified offeror available on an as and when requested basis to provide Pre-Retirement Training.



### **1.2.2 Duration of the Standing Offer and its options**

The initial Standing Offer will have duration of one year starting at contract award. ESDC reserves the right to exercise four (4) irrevocable options to extend the period by one year each.

### **1.2.3 Standard Conditions**

As per the Integrity Provisions under section 01 of Standard Instructions [2006](#), offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the Supply Manual for additional information on the Integrity Provisions.

For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

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

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7A - Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).

## **1.3 Security Requirements**

There are no security requirements associated with this requirement of the Standing Offer.

## **1.4 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.



## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO with the exception of:

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; and
6. Delete Subsection 2. of Section 20, Further Information, in its entirety.

### 2.2 Submission of Offers

Offers must be submitted only by the date, time and email address indicated on page 1 of this Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to ESDC will not be accepted.

### 2.3. Enquiries - Request for Standing Offers

All enquiries must be submitted by email at the address indicated on the front page of this RFSO no later than 7 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.



#### **2.4. Applicable Laws**

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

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



## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1. Offer Preparation Instructions**

Canada requests that offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer (1 soft copy)
- Section II: Financial Offer (1 soft copy)
- Section III: Certifications (1 soft copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper format;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

#### **Section I: Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, "Basis of Payment". Offerors must provide rates for the initial period and each optional year. The total amount of Applicable Taxes must be shown separately.

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

Offerors 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 number of participants 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.

No.	Name of Workshop	Firm Lot Price Per Workshop	Estimated Number of Participants	
<b>1</b>	<b>Pre-Retirement Initial Year</b>			
<b>A</b>	Workshop 1 :Public Service Pension Plan	\$	<b>50</b>	
<b>B</b>	Workshop 2: Estate Planning	\$	<b>50</b>	
<b>C</b>	Workshop 3: Financial Planning	\$	<b>50</b>	
<b>D</b>	Workshop 4: Health and Nutrition	\$	<b>50</b>	
<b>E</b>	Workshop 5: Psychological Aspects of Retirement	\$	<b>50</b>	
	<b>Estimated Price for Initial Year</b>	\$		

<b>2</b>	<b>Pre-Retirement Option Year 1</b>			
<b>A</b>	Workshop 1 :Public Service Pension Plan	\$	<b>50</b>	
<b>B</b>	Workshop 2: Estate Planning	\$	<b>50</b>	
<b>C</b>	Workshop 3: Financial Planning	\$	<b>50</b>	
<b>D</b>	Workshop 4: Health and Nutrition	\$	<b>50</b>	
<b>E</b>	Workshop 5: Psychological Aspects of Retirement	\$	<b>50</b>	
	<b>Estimated Price Option Year 1</b>	\$		

<b>3</b>	<b>Pre-Retirement Option Year 2</b>			
<b>A</b>	Workshop 1 :Public Service Pension Plan	\$	<b>50</b>	
<b>B</b>	Workshop 2: Estate Planning	\$	<b>50</b>	
<b>C</b>	Workshop 3: Financial Planning	\$	<b>50</b>	
<b>D</b>	Workshop 4: Health and Nutrition	\$	<b>50</b>	
<b>E</b>	Workshop 5: Psychological Aspects of Retirement	\$	<b>50</b>	
	<b>Estimated Price Option Year 2</b>	\$		

<b>4</b>	<b>Pre-Retirement Option Year 3</b>			
<b>A</b>	Workshop 1 :Public Service Pension Plan	\$	<b>50</b>	
<b>B</b>	Workshop 2: Estate Planning	\$	<b>50</b>	
<b>C</b>	Workshop 3: Financial Planning	\$	<b>50</b>	
<b>D</b>	Workshop 4: Health and Nutrition	\$	<b>50</b>	
<b>E</b>	Workshop 5: Psychological Aspects of Retirement	\$	<b>50</b>	
	<b>Estimated Price Option Year 3</b>	\$		



<b>5</b>	<b>Pre-Retirement Option year 4</b>			
<b>A</b>	Workshop 1 :Public Service Pension Plan	\$	<b>50</b>	
<b>B</b>	Workshop 2: Estate Planning	\$	<b>50</b>	
<b>C</b>	Workshop 3: Financial Planning	\$	<b>50</b>	
<b>D</b>	Workshop 4: Health and Nutrition	\$	<b>50</b>	
<b>E</b>	Workshop 5: Psychological Aspects of Retirement	\$	<b>50</b>	
	Estimated Price Option Year 4			

**Total Bid Evaluation Price 1\*+2\*+3\*+4\*+5\*:**      \$ \_\_\_\_\_

**\*(A+B+C+D+E)**



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Technical Evaluation**

Mandatory and point rated technical evaluation criteria are included in Attachment 1 to Part 4

#### **4.1.2 Financial Evaluation**

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

### **4.2 Basis of Selection**

#### **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 70 points overall for the technical evaluation criteria which are subject to point rating.
  - d. The rating is performed on a scale of 140 points.
2. Bids not meeting "(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 70% for the technical merit and 30% for the price.
4. 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 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
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 70/30 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 (60%) and Price (40%)**

		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		84.18	73.15	77.70
<b>Overall Rating</b>		1st	3rd	2nd



**ATTACHMENT 1 TO PART 4  
TECHNICAL EVALUATION – MANDATORY AND POINT-RATED CRITERIA**

Note: Simply repeating the Statement contained in the bid solicitation is not sufficient.

**Mandatory Criteria**

Bids will be evaluated based on a mix of mandatory and point-rated criteria on the basis of:

- 70% highest technical rating
- 30% lowest financial cost

**Mandatory Requirements Criteria**

<b>RFP Reference</b>	<b>Requirements</b>	<b>Reference Section/Page in Bidder's Proposal</b>
<b>M1.</b>	<p>The Bidder <b>MUST</b> demonstrate that it has provided a team of resources (subject matter experts) to prepare and deliver pre-retirement training workshops on at least 3 different occasions in English and 3 different occasions in French to federal department(s) or agency(ies), in the last three (3) years.</p> <p>The bidder <b>MUST</b> demonstrate that each pre-retirement training workshop included the following topics:</p> <ol style="list-style-type: none"> <li>1. The Public Service Pension Plan;</li> <li>2. Estate Planning;</li> <li>3. Financial Planning;</li> <li>4. Health and Nutrition; and</li> <li>5. Psychological Aspects of Retirement</li> </ol> <p><b>AND</b> was delivered to a minimum of ten 10 participants</p> <p>Bidders should provide the following details as to how the stated experience was obtained:</p> <ul style="list-style-type: none"> <li>• Name of the client organization</li> <li>• Start and end dates of the workshops</li> <li>• Language of sessions</li> <li>• Nature and scope of services provided</li> <li>• Roles and responsibilities of resources (subject matter experts)</li> </ul>	
<b>M2.</b>	The Bidder <b>MUST</b> include detailed curriculum vitae (CV) for	



	<p>EACH proposed resource that will be facilitating any of the workshops below. The CV should be chronological (ex: June 1, 2011 to September 30, 2016) and include sufficient details to enable a full evaluation.</p>	
<b>M3.</b>	<p>The Bidder <b>MUST</b> demonstrate that <b>EACH</b> resource proposed in <b>Workshop 1-The Public Service Pension Plan</b> has as a minimum:</p> <ul style="list-style-type: none"><li>• A certification given by Superannuation, Pension Transition and Client Services Sector (SPTCSS) of Public Works and Government Services Canada (PWGSC) to deliver retirement Planning Information Sessions on the Public Service Superannuation Act (R.S.C., 1985, c.P-36) and its provisions and regulations; the Federal Public Service Pension Plan; AND</li><li>• A copy of the certification <b>MUST</b> be included in the proposal; AND</li><li>• Five (5) years of experience in providing advice on the Public Service Pension Plan in the context of preparing for retirement groups or individuals.</li></ul> <p>And has prepared and delivered at least three (3) information sessions to federal public employees on the Federal Public Service Pension Plan over the past 2 years.</p> <p>Bidders should provide the following details as to how the stated experience was obtained:</p> <ul style="list-style-type: none"><li>• Name of the client organization and contact information</li><li>• Start and end dates of the seminars</li><li>• Nature and scope of services provided</li><li>• Roles and responsibilities of resources (subject matter experts)</li></ul> <p>Note: Each session <b>MUST</b> consist of at least three (3) hours of instruction to a minimum of ten (10) participants.</p>	
<b>M4.</b>	<p>The Bidder <b>MUST</b> demonstrate that <b>EACH</b> resource proposed in <b>Workshop 2-Estate Planning</b> has as a minimum:</p> <ul style="list-style-type: none"><li>• a law degree* (e.g. Bachelor of Laws (LL.B) or Bachelor of Civil Law (B.C.L.) degree) from a recognized Canadian university or a Certificate of Qualification issued by the National Committee on Accreditation (NCA) of the Federation of Law Societies</li></ul>	



	<p>of Canada; AND</p> <ul style="list-style-type: none"><li>• A copy of the degree or a copy of the certification <b>MUST</b> be included in the proposal; AND</li><li>• Three (3) years of experience in providing legal advice on the topic of Wills and Estate Planning within the context of preparing for retirement to groups or individuals.</li></ul> <p>The Bidder <b>MUST</b> also demonstrate that EACH resource proposed in <b>Workshop 2 – Estate Planning</b> has prepared and delivered at least three (3) information sessions to federal public employees on the estate planning, wills and power of attorney over the past 2 years.</p> <p>Bidders should provide the following details as to how the stated experience was obtained:</p> <ul style="list-style-type: none"><li>• Name of the client organization and contact information</li><li>• Start and end dates of the seminars</li><li>• Nature and scope of services provided</li><li>• Roles and responsibilities of resources (subject matter experts)</li></ul> <p><b>Note:</b> Each session <b>MUST</b> consist of at least three (3) hours of instruction to a minimum of ten (10) participants</p>	
<p><b>M5.</b></p>	<p>The Bidder <b>MUST</b> demonstrate that EACH resource proposed in <b>Workshop 3-Financial Planning</b> has as a minimum:</p> <ul style="list-style-type: none"><li>• a certified financial planner (CFP) professional designation; AND</li><li>• A copy of the degree or a copy of the certification or designation <b>MUST</b> be included in the proposal; AND</li><li>• Three (3) years of experience in providing advice on Income Security Programs and Financial Planning to groups or individuals.</li></ul> <p>The bidder <b>MUST</b> demonstrate that EACH proposed resource in <b>Workshop 3 - Financial Planning</b> has prepared and delivered at least three (3) information sessions to federal public employees on financial planning over the past 2 years.</p> <p>Bidders should provide the following details as to how the stated experience was obtained:</p>	



	<ul style="list-style-type: none"><li>• Name of the client organization and contact information</li><li>• Start and end dates of the seminars</li><li>• Nature and scope of services provided</li><li>• Roles and responsibilities of resources (subject matter experts)</li></ul> <p><b>Note:</b> Each session <b>MUST</b> consist of at least three (3) hours of instruction to a minimum of ten (10) participants</p>	
<b>M6.</b>	<p>The Bidder <b>MUST</b> demonstrate that EACH resource proposed in <b>Workshop 4-Health and Nutrition</b> has as a minimum:</p> <ul style="list-style-type: none"><li>• a valid permit to practice medicine or nursing in Canada; AND</li><li>• A copy of the permit <b>MUST</b> be included in the proposal; AND</li><li>• Three (3) years of experience in providing advice on health issues and healthy aging to groups or individuals.</li></ul> <p>The bidder <b>MUST</b> demonstrate that EACH proposed resource in <b>Workshop 4-Health and Nutrition</b> has prepared and delivered at least three (3) information sessions to federal public employees on health and healthy aging over the past 2 years.</p> <p>Bidders should provide the following details as to how the stated experience was obtained:</p> <ul style="list-style-type: none"><li>• Name of the client organization and contact information</li><li>• Start and end dates of the seminars</li><li>• Nature and scope of services provided</li><li>• Roles and responsibilities of resources (subject matter experts)</li></ul> <p><b>Note:</b> Each session <b>MUST</b> consist of at least three (1.5) hours of instruction to a minimum of ten (10) participants</p>	
<b>M7.</b>	<p>The Bidder <b>MUST</b> demonstrate that EACH resource proposed in <b>Workshop 5-Psychological Aspects of Retirement</b> has as a minimum:</p> <ul style="list-style-type: none"><li>• a Bachelor degree in Psychology; AND</li></ul>	





	<ul style="list-style-type: none"><li>• A copy of the degree <b>MUST</b> be included in the proposal; AND</li></ul> <p>Three (3) years of experience in providing psychological counselling services to groups or individuals</p> <p>The bidder <b>MUST</b> demonstrate that EACH proposed resource in <b>Workshop 5- Psychological Aspects of Retirement</b> has prepared and delivered at least three (3) information sessions to federal public employees on the psychological aspects of retirement over the past 2 years.</p> <p>Bidders should provide the following details as to how the stated experience was obtained:</p> <ul style="list-style-type: none"><li>• Name of the client organization and contact information</li><li>• Start and end dates of the seminars</li><li>• Nature and scope of services provided</li><li>• Roles and responsibilities of resources (subject matter experts)</li></ul> <p><b>Note:</b> Each session <b>MUST</b> consist of at least three (1.5) hours of instruction to a minimum of ten (10) participants.</p>	
<b>M8.</b>	<p>The Bidder must demonstrate that they have been in business for a minimum of 3 years providing training services similar to the workshops defined in the Statement of Work from the Request for Standing Offer (RFSO) closing date.</p> <p>In the case of a joint venture, at least 1 member of the joint venture must meet the minimum 3 years requirement.</p> <p>The Bidder should provide one of the following documents:</p> <ul style="list-style-type: none"><li>• A copy of the business name Registration Certificate; or</li><li>• A copy of the Provincial or Territorial Business Corporation Registration Certificate; or</li><li>• A copy of the Federal Business Incorporation Registration Certificate.</li></ul>	
	<p>The Bidder must propose workshops on Pre-retirement planning that meet the requirement outlined in the Statement of Work.</p> <p>The proposed workshops must include all the following topics:</p> <ul style="list-style-type: none"><li>• The Public Service Pension Plan (The Public Service Superannuation Act (R.S.C., 1985,c. P-36), the CPP (Canadian Pension Plan) and its regulations and provisions;</li></ul>	



	<ul style="list-style-type: none"><li>• Estate Planning;</li><li>• Financial Planning;</li><li>• Health and Nutrition; and</li><li>• Psychological Aspects of Retirement</li></ul> <p>The Bidder must provide the proposed workshop Materials listed in the Statement of Work in English and French, in electronic PDF format</p>	
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**Rated Criteria**

RFP Reference	Requirements Technical Rating	Points
R1.	<p>The bidder should demonstrate its experience in preparing and delivering pre-retirement training workshops in both English and French to a group of at least ten (10) participants;</p> <p>Bidders should provide the following details as to how the stated experience was obtained:</p> <ul style="list-style-type: none"> <li>• Name of the client organization</li> <li>• Start and end dates of the workshops</li> <li>• Language of workshops</li> <li>• Nature and scope of services provided</li> <li>• Roles and responsibilities of Bidder</li> </ul>	<p><b>Maximum 20 points</b></p> <p><b>≤ 3 seminars =0</b></p> <p>4 seminars in English = 1 4 seminars in French = 1 5 seminars in English = 3 5 seminars in French = 3 &gt;5 seminars in English = 10 &gt;5 seminars in French = 10</p>
R2.	<p>The Bidder should demonstrate that EACH resource proposed in <b>Workshop 1 - The Public Service Pension Plan</b> has experience in preparing and delivering information sessions to federal public employees on the Federal Public Service Pension Plan over the past 2 years to at least 10 participants.</p> <p>Bidders should provide the following details as to how the stated experience was obtained:</p> <ul style="list-style-type: none"> <li>• Name of the client organization and contact information</li> <li>• Start and end dates of the seminars</li> <li>• Nature and scope of services provided</li> <li>• Roles and responsibilities of proposed resource(s)</li> </ul> <p><b>Note:</b> <i>If the English and French Workshops are to be delivered by two (2) different proposed resources, the total score will be combined for evaluation purposes. (Max 2 Resources per workshop)</i></p>	<p><b>Maximum 20 points</b></p> <p><b>≤ 3 sessions =0</b></p> <p>4 sessions in English = 1 4 sessions in French = 1 5 sessions in English = 3 5 sessions in French = 3 6 to 10 sessions in English = 5 6 to 10 sessions in French = 5 &gt; 10 sessions in English = 10 &gt; 10 sessions in French = 10</p>
R3.	The Bidder should demonstrate that EACH resource proposed in <b>Workshop 2 – Estate</b>	<b>Maximum 20 points</b>



	<p><b>Planning</b> has prepared and delivered at least three (3) information sessions to federal public employees on the estate planning, wills and power of attorney over the past 2 years to a minimum of 10 participants.</p> <p>Bidders should provide the following details as to how the stated experience was obtained:</p> <ul style="list-style-type: none"> <li>Name of the client organization and contact information</li> <li>Start and end dates of the seminars</li> <li>Nature and scope of services provided</li> <li>Roles and responsibilities of proposed resource(s)</li> </ul> <p><b>Note:</b> <i>If the English and French Workshops are to be delivered by two (2) different proposed resources, the total score will be combined for evaluation purposes. (Max two (2) resources per workshop)</i></p>	<p><b>≤ 3 sessions =0</b> 4 sessions in English = 1 4 sessions in French = 1 5 sessions in English = 3 5 sessions in French = 3 6 to 10 sessions in English = 5 6 to 10 sessions in French = 5 &gt; 10 sessions in English = 10 &gt; 10 sessions in French = 10</p>
<p><b>R4.</b></p>	<p>The Bidder should demonstrate that EACH resource proposed in <b>Workshop 3-Financial Planning</b> has prepared and delivered at least three (3) information sessions to federal public employees on financial planning over the past 2 years to a minimum of 10 participants.</p> <p>Bidders should provide the following details as to how the stated experience was obtained:</p> <ul style="list-style-type: none"> <li>Name of the client organization and contact information</li> <li>Start and end dates of the seminars</li> <li>Nature and scope of services provided</li> <li>Roles and responsibilities of proposed resource(s)</li> </ul> <p><b>Note:</b> <i>If the English and French Workshops are to be delivered by two (2) different proposed resources, the total score will be combined for evaluation purposes. (Max two (2) resources per workshop)</i></p>	<p><b>Maximum 20 points</b></p> <p><b>≤ 3 sessions =0</b> 4 sessions in English = 1 4 sessions in French = 1 5 sessions in English = 3 5 sessions in French = 3 6 to 10 sessions in English = 5 6 to 10 sessions in French = 5 &gt; 10 sessions in English = 10 &gt; 10 sessions in French = 10</p>
<p><b>R5.</b></p>	<p>The Bidder should demonstrate that EACH resource proposed in <b>Workshop 4-Health and Nutrition</b> has prepared and delivered at least three (3) information sessions to federal public</p>	<p><b>Maximum 20 points</b></p>



	<p>employees on health and healthy aging over the past 2 years to a minimum of 10 participants.</p> <p>Bidders should provide the following details as to how the stated experience was obtained:</p> <ul style="list-style-type: none"> <li>Name of the client organization and contact information</li> <li>Start and end dates of the seminars</li> <li>Nature and scope of services provided</li> <li>Roles and responsibilities of proposed resource(s)</li> </ul> <p><b>Note:</b> <i>If the English and French Workshops are to be delivered by two (2) different proposed resources, the total score will be combined for evaluation purposes. (Max two (2) resources per workshop)</i></p>	<p><b>≤ 3 sessions =0</b></p> <p>4 sessions in English = 1 4 sessions in French = 1 5 sessions in English = 3 5 sessions in French = 3 6 to 10 sessions in English = 5 6 to 10 sessions in French = 5 &gt; 10 sessions in English = 10 &gt; 10 sessions in French = 10</p>
<p><b>R6.</b></p>	<p>The Bidder should demonstrate that EACH resource proposed in <b>Workshop 5- Psychological Aspects of Retirement</b> has prepared and delivered at least three (3) information sessions to federal public employees on the psychological aspects of retirement over the past 2 years to a minimum of 10 participants.</p> <p>Bidders should provide the following details as to how the stated experience was obtained:</p> <ul style="list-style-type: none"> <li>Name of the client organization and contact information</li> <li>Start and end dates of the seminars</li> <li>Nature and scope of services provided</li> <li>Roles and responsibilities of proposed resource(s)</li> </ul> <p><b>Note:</b> <i>If the English and French Workshops are to be delivered by two (2) different proposed resources, the total score will be combined for evaluation purposes. (Max two (2) resources per workshop)</i></p>	<p><b>Maximum 20 points</b></p> <p><b>≤ 3 sessions =0</b></p> <p>4 sessions in English = 1 4 sessions in French = 1 5 sessions in English = 3 5 sessions in French = 3 6 to 10 sessions in English = 5 6 to 10 sessions in French = 5 &gt; 10 sessions in English = 10 &gt; 10 sessions in French = 10</p>
<p><b>R7.</b></p>	<p>The Bidder should indicate whether or not EACH resource proposed has experience delivering a training session virtually using a webinar platform over the past 2 years to a minimum of 10 participants.</p>	<p><b>Maximum 20 points</b></p> <p><b><u>Non- WebEx Platform</u></b></p>



	<p>Bidders should provide the following details as to how the stated experience was obtained:</p> <ul style="list-style-type: none"><li>• Name of the client organization and contact information</li><li>• Start and end dates of the seminars</li><li>• Nature and scope of services provided</li><li>• Roles and responsibilities of proposed resources</li><li>• The Name of the virtual platform used (eg. WebEx)</li></ul> <p><b>Note:</b> The experience of the resource(s) delivering a training session virtually does not need to be related to the pre-retirement workshop they are being proposed to deliver. <i>(Max two (2) resources per workshop)</i></p>	<p><b>≤ 3 sessions =0</b> 4 sessions = 1 5 sessions = 3 6 to 10 sessions = 5 &gt;10sessions=10</p> <p><b><u>Web-Ex Platform</u></b> <b>≤ 3 sessions =0</b> 4 sessions = 2 5 sessions = 6 6 to 10 sessions = 10 &gt;10sessions=20</p>
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## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

#### 5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<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.

#### 5.1.2 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

### 5.1.3. Former Public Servants

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

#### Definitions

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

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

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

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

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the





published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

Treasury Board Contracting Policy states: "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."



## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### 6.2 Security Requirements

There are no security requirements associated with this requirement of the Standing Offer.

#### 6.3 General Conditions

[2005](#) (2016-04-04) General Conditions - Standing Offers - Goods or Services apply to and form part of the Standing Offer.

#### 6.4 Term of Standing Offer

##### 6.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is twelve months starting at contract award of the Standing Offer Agreement.

##### 6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for four (4) additional periods of 12 months each, under the same conditions and at the rates specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority at least 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### 6.5. Authorities

##### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Cynthia Carty  
Title: Senior Contracting Specialist  
Employment and Social Development Canada  
Contracting and Procurement  
Address: 140 Promenade du Portage  
Gatineau, Quebec, K1A 0J9

Telephone: 819-654-5925  
Facsimile: 819-953-6859  
Email Address: [cynthia.carty@hrsdc-rhdcc.gc.ca](mailto:cynthia.carty@hrsdc-rhdcc.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.



### 6.5.2 Project Authority

The Project Authority will be identified in each call-up against the Standing Offer.

The Project Authority is the representative of the department of ESDC for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 6.5.3 Offeror's Representative

The Offeror's Representative for the Standing Offer is: (To be determined at the Standing Offer award)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organisation: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Email Address: \_\_\_\_\_

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

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

### 6.7 Call-up Procedures

The call-up procedures require that when a requirement is identified, the identified user will contact the offeror and a call-up will be raised by the Contracting Authority against the standing offer. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

### 6.8 Call-up Instrument

The work will be authorized and confirmed by the Project Authority using a 942, Call-up against a standing offer (Attached at Annex B).

### 6.9 Priority of Documents

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

- a) the call up instrument, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services;
- d) Annex A, Statement of Work;
- e) Annex B, Call Up Form;
- f) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

### 6.10 Applicable Laws

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



## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up instrument.

### **6.1 Statement of Work**

The Contractor must perform the Work described in the call-up instrument.

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

2010B (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract, to the exception of:

1. Section 10 Invoice Submission, in its integrity;

### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

The Work must be completed in accordance with the schedule identified in the call-up instrument.

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

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

### **6.5 Payment**

#### **6.5.1 Basis of Payment**

The Contractor will be paid the firm all-inclusive rate per session for the work performed under the contract. Customs duties are included and the applicable taxes are extra.

#### **6.5.2 Limitation of Expenditure**

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.

#### **6.5.3 Method of Payment - 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.



#### **6.5.4 Taxes – Foreign-based Contractor (if applicable)**

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

#### **6.6 Invoicing Instructions**

**6.6.1** Invoices must be submitted in the Contractor's name. The Contractor must submit monthly invoices; invoices must only apply to the Contract. Each invoice must indicate the work performed.

**6.6.2** Invoices must show:

- a. the date, the name and address of the client, description of the Work, contract number, and financial code(s);
- b. details of expenditures (fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of applicable Taxes; and
- c. the extension of the totals, if applicable.

**6.6.3** 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.

**6.6.4** By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

#### **6.7 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**

1. 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 in regard to maintaining the confidentiality of such information, data or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information, upon 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
  2. 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

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

## 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**

1. 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**

1. 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 reanable 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, to the extent that such information:
  1. is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
  2. is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
  3. is independently developed by or for Canada; or
  4. is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

#### **10 Waiver of Moral Rights**

1. 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

### 2. **1.0 Title: Pre-Retirement Training (requirement to engage the professional services of a team (maximum 2 resources per workshop) to provide pre-retirement training.**

**Needs:** ESDC has a need for pre-retirement training.

The WebEx workshops are:

- 1) The Public Service Pension Plan;
  - Note: The Project Authority/Departmental Coordinator may or may not use the Contractor for this workshop, as it is currently offered by PWGSC at no cost. ESDC would like to have a backup option in place in case this arrangement with PWGSC changes during the duration of the contract period.
- 2) Estate Planning;
- 3) Financial Planning;
- 4) Health and Nutrition; and
- 5) Psychological Aspects of Retirement

\*\*A Retirement Action Plan Template will also be an integral part of each workshop.\*\*

Additional details of each workshop (including length) are listed in 4.0A Scope.

Additional details about the retirement action plan template can be found in 4.0D: Scope Logistics and Review under the materials section of facilitated on-line distance learning delivery (WebEx) sessions.

**Target audience:** All employees of ESDC and their spouses, and ESDC Executives and their spouses.

#### **Project Authority:**

### **3. 2.0 Objectives:**

ESDC has a requirement for pre-retirement training.

The primary objective of this pre-retirement training is to provide information to ESDC employees and executives, and their spouses in 5 key areas to help them plan for, prepare and transition into retirement. The 5 key areas are: The Public Service Pension Plan; Estate Planning; Financial Planning; Health and Nutrition; and Psychological Aspects of Retirement.

The workshops must be provided in English and in French and be delivered via WebEx, live moderated sessions in various time zones throughout Canada.

### **4. 3.0 Background Statement:**

ESDC has historically recognized the importance of supporting employees and executives in the transition to retirement, as it is acknowledged that this transition is an important step requiring proper planning. Until recently, the Canada School of Public Service (CSPS) delivered pre-retirement training to all federal public servants.

In April 2015, the CSPS became mandated with developing a Common Curriculum for the Government of Canada; however, it has been confirmed the CSPS will not offer pre-retirement training for the GOC. It is for these reasons listed above that the College@ESDC has stepped-in to provide appropriate and relevant learning solutions relating to pre-retirement for ESDC.

### **5. 4.0 Scope :**

#### **A. Scope: Session Structure and Content**

#### **Terminology:**



**Department Coordinator:** Any ESDC employee who has been tasked to organize a pre-retirement workshop on behalf of ESDC.

**Participant:** Federal government employees and executives of ESDC, and their spouse

**Reference Document:**

**The following reference documents are available to the Contractor:**

- a) Collective agreements - [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/coll\\_agre/siglist-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/coll_agre/siglist-eng.asp)
- b) Canadian Human Rights Act - <http://laws.justice.gc.ca/eng/acts/H-6>
- c) Employment Equity Act - <http://laws.justice.gc.ca/eng/acts/E-5.401>
- d) Public Service Employment Act - <http://laws.justice.gc.ca/eng/acts/P-33.01>
- e) Public Service Staff Relations Act - <http://laws.justice.gc.ca/eng/acts/P-35>
- f) Labour Relations - PSMA Related Policy Instruments and Guidelines - [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/tbm\\_11b/siglist-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_11b/siglist-eng.asp)
- g) Public Service Modernization Act - <http://laws.justice.gc.ca/eng/acts/P-33.4>
- h) Official Languages Act - <http://laws.justice.gc.ca/eng/acts/O-3.01>
- i) Financial Administration Act - <http://laws.justice.gc.ca/eng/acts/F-11>
- j) Federal Accountability Act - <http://www.tbs-sct.gc.ca/faa-lfi/index-eng.asp>
- k) Treasury Board Policies - <http://www.tbs-sct.gc.ca/pol/index-eng.aspx>
- l) Internal Disclosure - <http://www.tbs-sct.gc.ca/pd-dp/index-eng.asp>
- m) The Treasury Board of Canada's Travel Policy and Associated Directives
- n) Public Service Superannuation Act (PSSA) Certification Program
- o) Pension Benefit Division Act
- p) Treasury Board of Canada Secretariat – Pensions
- q) Division of Pension Benefits Package
- r) The Insurance Administration Manual
- s) Accommodation Standards - [https://buyandsell.gc.ca/cds/public/2013/07/24/eca34ffc77113b8f3f89360169bfa75/workplace\\_2\\_0\\_manual.pdf](https://buyandsell.gc.ca/cds/public/2013/07/24/eca34ffc77113b8f3f89360169bfa75/workplace_2_0_manual.pdf)
- t) Region definition across Canada - <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzrma-eng.html>

**Structure and Content:**

This training will consist of the WebEx workshops listed below. These workshops must be provided in English and in French and be delivered via WebEx live moderated sessions to ESDC employees and executives, and their spouses. Each workshop is to be offered as either part of a series or a standalone workshop based on the needs of the departmental coordinator.

The Contractor must make available the five pre-retirement workshops listed below that will be delivered via a facilitated, on-line, real-time method, using WebEx on an "if and when requested" basis:

- 1) The Public Service Pension Plan;
- 2) Estate Planning;
- 3) Financial Planning;
- 4) Health and Nutrition; and
- 5) Psychological Aspects of Retirement.

\*A Retirement Action Plan Template will also be an integral part of each workshop. \*\*

All of the above workshops must

- Account for the differences in pension for each province that the workshop is delivered too;
- Be adapted to accommodate the different information based on the occupational groups in the public service pension plan;



- Be provided, delivered and adapted for the following audiences (when requested):
  - Federal Public Service Employees, and their spouses
  - Federal Public Service Executives, and their spouses

### Workshop Requirements

Workshop	Content	Duration
<p>The Public Service Pension Plan</p>	<p>This workshop must be delivered by a Public Service Superannuation Act (PSSA) certified Pay Specialist. Topics include but are not limited to:</p> <ul style="list-style-type: none"> <li>a) Public Service Superannuation Act</li> <li>b) Contributions</li> <li>c) Benefits (immediate annuity and deferred annuity)</li> <li>d) How to calculate your pension</li> <li>e) Annual allowance</li> <li>f) Cash termination allowance</li> <li>g) Transfer value</li> <li>h) Return on contributions</li> <li>i) Impact of 65 and addressing the new 2-year gap 65-67</li> <li>j) Elective service</li> <li>k) Deduction from pension</li> <li>l) Supplementary death benefits</li> <li>m) Indexation</li> <li>n) Selection of retirement date</li> <li>o) Severance pay</li> <li>p) The Tax implications of all of the above.</li> <li>q) Retirement Action plan</li> </ul> <p>The Contractor must use the materials developed and maintained by the Public Service Pension Center (PSPC) to deliver this part of the Workshop.</p> <p>The workshop on the Public Service Pension Plan must:</p> <ul style="list-style-type: none"> <li>r) Account for the differences in pension for each province that the workshop is delivered to;</li> <li>s) Be adapted to accommodate the different information based on the occupational groups in the public service pension plan;</li> <li>t) Be provided, delivered and adapted for the following audiences (when requested):           <ul style="list-style-type: none"> <li>○ Federal Public Service Employees, and their spouses</li> <li>○ Federal Public Service Executives, and their spouses</li> </ul> </li> </ul> <p>Note: The Project Authority/Departmental Coordinator may or may not use the Contractor for this workshop, as it is currently offered by PWGSC at no cost. ESDC would like to have a backup option in place in case this arrangement with PWGSC changes during the duration of the contract period.</p>	<p>half a day with 15 minutes break</p>
<p>Estate Planning</p>	<p>This workshop must be delivered by a Canadian Certified or licensed lawyer, paralegal, or notary. Topics include but are not limited to:</p> <ul style="list-style-type: none"> <li>a) Powers of Attorney</li> </ul>	<p>half a day with 15 minutes break</p>



	<ul style="list-style-type: none"> <li>b) Need for a will</li> <li>c) Types of wills</li> <li>d) Modifying a will</li> <li>e) What a will can do</li> <li>f) Need for appropriate advice (i.e., Lawyer or Estate Tax Planner)</li> <li>g) The executor and the trustee</li> <li>h) Avoiding probate</li> <li>i) Appropriate Tax Planning</li> <li>j) Retirement Action plan</li> </ul>	
Financial Planning	<p>This workshop must be delivered by a Canadian Certified or licensed Financial Planner. Topics include but are not limited to:</p> <ul style="list-style-type: none"> <li>a) Financial Concepts</li> <li>b) Income tax</li> <li>c) Time and money</li> <li>d) Investments (TFSA/RRSP) (tax free Savings Account / Registered retirement savings plan)</li> <li>e) Sources of income</li> <li>f) Employer</li> <li>g) Canada/Quebec pension plans</li> <li>h) Personal savings</li> <li>i) Decisions to make at retirement</li> <li>j) Work versus retirement</li> <li>k) Annuity versus RRIF (Registered Retirement Savings Fund)</li> <li>l) Past service buyback</li> <li>m) Financial security</li> <li>n) Insurance</li> <li>o) Personal finances</li> <li>p) Retirement Action plan</li> </ul>	half a day with 15 minutes break
Health and Nutrition	<p>This workshop must be delivered by a Canadian Certified or licensed nurse, dietitian, or medical doctor. The focus will be on diet, health and its impact on retirement. Topics include but are not limited to:</p> <ul style="list-style-type: none"> <li>a) Diet and nutrition</li> <li>b) Cardiovascular system</li> <li>c) Heart attacks</li> <li>d) Hypertension</li> <li>e) Respiratory system</li> <li>f) Gastrointestinal system</li> <li>g) Endocrinological system</li> <li>h) Diabetes</li> <li>i) Cancer</li> <li>j) Stroke</li> <li>k) Mental Health (this topic is to be coordinated with the section on Psychological Aspects of Retirement)</li> <li>l) Retirement Action plan</li> </ul>	1.5 hours
Psychological Aspects of Retirement	<p>This workshop must be delivered by a Canadian Certified or licensed Psychologist or Psychological associate. Topics include but are not limited to:</p>	1.5 hours



	<ul style="list-style-type: none"> <li>a) The psychology of retirement</li> <li>b) The need for a meaningful activity in retirement</li> <li>c) Handling the transition to retirement</li> <li>d) Redefinition of self</li> <li>e) Gains and losses</li> <li>f) Social support in retirement (family matters and friendship networks)</li> <li>g) Retirement Action plan</li> </ul>	
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**B. Scope: Languages**

The Contractor must provide all work and materials in English and French in accordance with the Federal Government Official Languages Act.

Facilitators must be proficient in the language (i.e. French or English) of the training session they are facilitating. The Project Authority reserves the right to evaluate the language proficiency of the facilitators throughout the period of the Standing Offer. Should the evaluation determine that the facilitator does not meet the language requirement; the Contractor must immediately replace the facilitator at no additional cost and in accordance with the Standing Offer.

**C. Scope: Facilitators**

The Contractor **MUST** provide a team of subject matter experts to prepare and to deliver each of the workshops (listed below) in English and French; it is acceptable that the English and French sessions be delivered by two (2) different qualified subject matter experts

The Contractor must provide facilitators for each of the workshops listed in 4.0A Scope and guarantee that the facilitators meet the following criteria:

- The facilitators must be proficient in the language (English or French) of the workshop they are delivering (refer to details under 4.0B Scope: Languages).
- The facilitators must meet the minimum qualifications listed below. If a facilitator meets all minimum criteria for multiple topics, he or she may deliver those multiple topics. The Project Authority may request, at any time, evidence that the facilitators meet the qualifications detailed below.

**Facilitator Qualifications:**

The Public Service Pension Plan

**Pay Specialist:** The Certified Pay Specialist must have a certification given by Superannuation, Pension Transition and Client Services Sector (SPTCSS) of Public Works and Government Services Canada (PWGSC) to deliver retirement Planning Information Workshops on the Public Service Superannuation Act (R.S.C., 1985, c.P-36) and its provisions and regulations.

The Certified Pay Specialist must have delivered at least 3 times the Workshop\* on the Federal Public Service Pension Plan over the past 2 years from call-up issuance.

\*The duration of the Workshop must be at least 3 hours of instruction to a minimum of 10 Participants per session.

Estate Planning

**Lawyer, paralegal, or notary:** The Canadian Certified or licensed lawyer, paralegal, or notary must have a law degree\* (e.g. Bachelor of Laws (LL.B) or Bachelor of Civil Law (B.C.L.) degree) from a recognized Canadian university or a Certificate of Qualification issued by the National Committee on Accreditation (NCA) of the Federation of Law Societies of Canada.

The Canadian Certified or licensed lawyer, paralegal, or notary must have a minimum of 3 years of experience, providing legal advice on the topic of Wills and Estate Planning within the context of preparing for retirement to groups or individuals.

The Canadian Certified or licensed lawyer, paralegal, or notary must have delivered at least 3 times the Workshop\* on Estate Planning over the past 2 years from call-up issuance to federal public employees on estate planning, wills and power of attorney.





\*The duration of the Workshop must be at least 3 hours of instruction to a minimum of 10 Participants per session.

\*\*Note: University degree and College Diploma must be from a recognized Canadian university or college, as applicable, or approved by a recognized Canadian academic credentials assessment service, if obtained outside Canada. The list of recognized organizations that can provide an academic credentials assessment service can be found at <http://www.cicic.ca/>

#### Financial Planning

**Financial Planner:** The Canadian Certified or licensed Financial Planner must have a certified financial planner (CFP) professional designation.

The Canadian Certified or licensed Financial Planner must have a minimum of 3 years of experience in providing advice on Income Security Programs and Financial Planning to groups or individuals.

The Canadian Certified or licensed Financial Planner must have delivered at least 3 times the Workshop\* on Financial Planning over the past 2 years from call-up issuance to federal public employees on financial planning.

\*The duration of the Workshop must be at least 3 hours of instruction to a minimum of 10 Participants per session.

#### Health and Nutrition

**Nurse, dietitian, or medical doctor:** The Canadian licensed or certified nurse, dietician, nutritionist or medical doctor must have a minimum of 3 years of experience providing advice on health and healthy aging to groups or individuals.

The Canadian licensed or certified nurse, dietician, nutritionist or medical doctor must have delivered at least 3 times the Workshop\* on Health and Nutrition over the past 2 years from call-up issuance to federal public employees on physical health and well-being.

\*The duration of the Workshop must be at least 1.5 hours of instruction to a minimum of 10 Participants per session.

#### Psychological Aspects of Retirement

**Psychologist or Psychological associate:** The Canadian Certified or licensed Psychologist or Psychological associate must have a Bachelor degree\* in Psychology.

The Canadian Certified or licensed Psychologist or Psychological associate must have a minimum of 3 years of experience in providing psychological counselling services to groups or individuals.

The Canadian Certified or licensed Psychologist or Psychological associate must have delivered at least 3 times the Workshop\* on – Psychological Aspects of Retirement over the past 2 years from call-up issuance to federal public employees on the psychological and sociological aspects of retirement.

\*The duration of the Workshop must be at least 1.5 hours of instruction to a minimum of 10 Participants per session.

\*\*Note: University degree and College Diploma must be from a recognized Canadian university or college, as applicable, or approved by a recognized Canadian academic credentials assessment service, if obtained outside Canada. The list of recognized organizations that can provide an academic credentials assessment service can be found at <http://www.cicic.ca/>

#### **Facilitator expectations**

Each facilitator must present information in a clear and concise manner, explaining the content to ensure all learners understand the key topics listed in this document.

#### **Facilitators Tasks and Responsibilities**

- a) Log into the WebEx session 40 minutes prior to the scheduled session;
- b) Ensure WebEx is functioning properly;
- c) Provide technical and troubleshooting assistance to participants experiencing WebEx log-in or access issues;



- d) Provide an overview to learners on WebEx etiquette (muting and unmuting phone), how to participate using WebEx tools (resizing presentation on screen, chat box, raised hands, coffee cup when away from station, using text tools, pointer, etc.);
- e) Monitor the WebEx chat box, raised hands and other WebEx communication methods throughout the workshop in order to respond to participants' inquires;
- f) Take attendance at the start of each workshop and provide to the department coordinator at the end of each workshop;
- g) Deliver the approved Workshop material only;
- h) Encourages the participants to complete, and periodically adjust their retirement action plan throughout the workshop;
- i) Respect adult education principles:
- j) Focus on group process and dynamics;
- k) Ensure the workshop timeline is managed effectively;
- l) Keep the discussion on track;
- m) Share subject matter knowledge when required;
- n) Facilitators must not market or promote personal or business services;
- o) Inform the Contractor and Departmental Coordinator of any difficulties related to the workshop

#### **Facilitator scheduling**

The Contractor must ensure that all facilitators are ready to present at the scheduled date and time. The facilitator must log into the WebEx session 40 minutes prior to the scheduled session.

#### ***D. Scope: Logistics and Review***

#### **All Sessions**

**Accommodations for special needs:** To better serve learners who require special accommodations, the Departmental Coordinator and the Contractor will work together to develop options to help the individual learn and participate effectively. The Departmental Coordinator, consulting with the Contractor, will choose the best course of action for the specific need. The Departmental Coordinator will assume all financial responsibility for implementing its decision. The Contractor will contribute its best efforts and the resources of its' organization to implement the decision.

**Session evaluations:** The Departmental Coordinator is responsible for all session evaluations. The Departmental Coordinator will arrange for the distribution and collection of participant session evaluations, and will review the evaluations it collects from participants and, when necessary, provide its feedback to the Contractor.

**Auditing of sessions:** The Project Authority/Departmental Coordinator reserve the right to audit any sessions held, assess the session content and review facilitator performance.

#### **Responsibilities of the Department Coordinator**

- a) Issue the call-up from Contractor;
- b) Liaise with the Contractor to coordinate logistics, including the WebEx account set up for each Workshop;
- c) The department will provide a WebEx account to the contractor
- d) Coordinate participants' registration;
- e) Prepare the list of participants and send to the contractor/facilitator;
- f) Inform Contractor of participants' special needs, if any;



- g) Send out the invitations to participants for each workshop (including the WebEx log in instructions and electronic versions of the course material- as provided by the Contractor);
- h) Resolve any issues or concerns prior to the start of each workshop, including any requirements to postpone or cancel a workshop;
- i) Inform the Project Authority of any issue related to the Contractor's performance

### **Kick off Meeting**

A Kick-off meeting will be held within thirty (30) business days from the date of Standing Offer award between the Project Authority/Departmental Coordinator and the Contractor. The kick-off meeting will be organized as a teleconference. The exact date and time will be provided after Standing Offer issuance.

The purpose of the kick-off meeting will be to:

- Review the Standing Offer requirements;
- Review and clarify the respective roles and responsibilities of the Project Authority, the Departmental Coordinator and the Contractor to ensure common understanding of the requirement and the terms and conditions of the Standing Offer.

### **Progress Review Meeting**

Progress review meetings (PRM) will be completed on a quarterly basis during the first year of the Standing Offer, and then occur once per fiscal year thereafter. The PRM will be organized through a teleconference between the Project Authority/Departmental Coordinator and the Contractor.

The purpose of the progress review meeting will be to:

- Review current and future workshop requirements;
- Discuss and resolve operational, administrative or contractual details as well as any possible issues; and,
- The Project Authority/Departmental Coordinator will be responsible for coordinating PRM with the Contractor.

### **Facilitated On-line Distance Learning Delivery (WebEx) Sessions**

**Delivery method:** The Contractor will deliver the workshops through a facilitated on-line real-time method, using WebEx. The Contractor will ensure that the all facilitators are able to use and deliver training proficiently using WebEx. The facilitator must present from a location with a quiet environment free of background noise and ensure clean and clear sound; a cell-phone is not to be used. It is recommended that a headset/microphone be used to ensure quality audio. This will let learners participate from their workstations, see and hear presentation information in real time, and ask questions in real time.

The Contractor is responsible to ensure that the contractor's computer equipment is capable of seamlessly using the Project Authority's WebEx and is able to upload and conduct the course presentation over the Government of Canada network.

The facilitators must deliver the WebEx workshops using equipment [computer hardware, software and telephone] provided by the Contractor and from facilities determined and arranged for by the Contractor. Note: this training must not be delivered by the facilitator using a cell phone or tablet. Neither the Contractor nor the facilitators will have access to the project authority's equipment or premises to deliver the workshops. The Departmental Coordinator will provide the WebEx account for the delivery of the workshops.

Should ESDC move away from WebEx to another eLearning platform, the Project Authority / Departmental Coordinator will ensure appropriate training is provided to the Contractor and the facilitators delivering pre-retirement workshops to ESDC employees and executives.

**Prior to delivery:** The Contractor must provide the Departmental Coordinator with an electronic version of the course material (prior to the scheduled workshop delivery date) to be included in the workshop



invitations the Departmental Coordinator will send to the participants and their spouses (including the WebEx instructions) once the participant list is confirmed.

**Session length:** The length of each workshop is listed in 4.0A Scope.

**Session timeframes:** The workshops must be delivered on working days from Monday to Friday, from 08:30 am to 4:30 pm – using the time-zone designated by the Departmental Contractor. On days where a full day of workshops are scheduled, the Workshops must include one 15-minute break in the morning, one 15-minute break in the afternoon and a one hour lunch break each day. Any changes in established hours of delivery require prior approval by the Project Authority or the Departmental Coordinator.

**Materials:** All workshop materials and documentation for participants and their spouses (presentation, job aids, etc.) must be:

- Provided by the Contractor to the Departmental Coordinator as electronic copies in PDF format (in the same language of the workshop).
  - Upon request, the Contractor must provide electronic copies in PDF format with font size 14 or 16pt to accommodate participants and their spouses.
  - All electronic material provided by the Contractor must be printable on 8.5 x 11 inch paper
- Provided by the Contractor in Microsoft Office 2010 to be compatible with our systems
- Adjusted by the Contractor with the material discussed in the Workshop to reflect the retirement environment in the province that the Workshop is being offered in.
- A Retirement Action Plan Template provided by the Contractor. It is an integral part of each workshop and includes the participant's personal goals and milestones applied to: Financial planning (including Pension Plan), Estate Planning, Psychological Preparation, as well as Health and Nutrition. Participants must be able to write information into it during the workshop to build their personal retirement plan. The Retirement Action Plan Template must be: introduced at the beginning of each workshop; referred to during each workshop; completed by the participants during each workshop; summarized and discussed at the end of the workshop. The Contractor/Facilitator must encourage the Participants to complete, and periodically adjust their retirement action plan throughout the workshop.

#### **Changes in the workshops:**

The Contractor must inform the Project Authority when changes are made to the Workshop and the Material.

The Contractor must ensure that all workshop material is kept current based on changes in legislation and notify the Project Authority of such changes.

#### **6- 5.0 Contact Period:**

The contract period is estimated to be from the date of contract award until March 31, 2018. with an irrevocable option to extend the term of the Standing Offer by up to four additional one-year periods.

#### **7. 6.0 Deliverables**

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Deliverables:

- A) Delivery of the workshop in the language identified in the call-up
- B) Materials and documentation as detailed in section D

#### **8. 7.0 Basis of Payment**

The contractor will invoice ESDC on a monthly basis. ESDC will aim to have a minimum of 5 participants plus their spouses per a session with a maximum of 50 total numbers of people.



**9. 8.0 Deadlines:**

Requirement	Timeline
Departmental Coordinator to contact Contractor, in writing, to request a workshop session	At least <b>10</b> business days before the requested session start date
Departmental Coordinator to submit Participant List, in writing, to Contractor (the Departmental Coordinator will aim for a minimum of <b>5</b> and maximum of <b>25</b> participants plus spouses per session	At least <b>4</b> business days before the requested session start date
Departmental Coordinator to notify Contractor, in writing, to postpone a scheduled workshop session. The Departmental Coordinator will also discuss possible alternative dates.	At least <b>2</b> business days before scheduled session start date
Departmental Coordinator to notify Contractor, in writing, to cancel a scheduled session.	At least <b>3</b> business days before scheduled session start date
Contractor to send course materials electronically to the Departmental Coordinator (to match the delivery language of the session)	At least <b>5</b> business days before the scheduled session start date
Project Authority / Departmental Coordinator can send request to Contractor, in writing, for a	At any time during the contract, with at least <b>5</b> business days' notice for the requested



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Requirement	Timeline
replacement facilitator	facilitator change to take effect
Contractor can ask to introduce a new facilitator, by sending a written request for approval to the Project Authority/ Departmental Coordinator	At any time during the contract, with at least <b>5</b> business days' notice for the Project Authority / Departmental Coordinator to respond to the request
Project Authority or Departmental Coordinator 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 or Departmental Coordinator, to Project Authority's or Departmental Coordinator's satisfaction	Before the next scheduled session begins

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### ANNEX B Call-Up Form

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Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

#### Call-up Against a Standing Offer

#### Commande subséquente à une offre à commandes

Ship to - Expédier à	Consignee Code Code destinataire
	Postal Code Code postal
Supplier - Fournisseur	Procurement Business No. (PBN) Numéro d'entreprise - approvisionnement (NEA)

**To the supplier:** The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.

**Au fournisseur:** L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.

**Security:** The call-up includes security provisions.  
**Sécurité :** La demande comprend des exigences en matière de sécurité.

NO NON  YES OUI If YES, attach a SRCL to the call-up  
Si OUI, joindre une LVERS à la demande

Invoices must be sent in accordance with - Les factures doivent être envoyées selon :

The detailed instructions in the standing offer  
Les instructions détaillées dans l'offre à commandes

The address shown in the "Ship to" block  
L'adresse indiquée dans la case « Expédier à »

Special instructions below  
Les instructions particulières ci-dessous

Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers.

Financial Code(s) - Code financier(s)

Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.

Standing Offer No. - N° de l'offre à commandes

Requisition No. - N° de demande  
Order. Off. - Bur. dem. YY - AA Serial No. - N° de série

Client Reference No. (optional)  
N° de référence du client (facultatif)

The representative of the Identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement.  
Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.

Amendment No. N° de modification 02	Previous Value (\$) Valeur précédente (\$)	Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)	Total estimated expenditures or revised Total des dépenses estimatives ou révisées
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Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article	U. of l. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)

Special Instructions - Instructions particulières

Total

For further information, call - Pour renseignements supplémentaires, contacter

Delivery required by - Livraison requise le  
(YYYY-MM-DD) (AAAA-MM-JJ)

Name - Nom

Telephone No. - N° de téléphone

For internal purposes only - Pour usage interne seulement

Approved for the Minister - Approuvé pour le Ministre

Pursuant to subsection 32(1) of the *Financial Administration Act*, funds are available.  
En vertu du paragraphe 32(1) de la *Loi sur la gestion des finances publiques*, des fonds sont disponibles.

Signature (Mandatory - Obligatoire)

Date (YYYY-MM-DD - AAAA-MM-JJ)

Signature (Mandatory - Obligatoire)

Date (YYYY-MM-DD - AAAA-MM-JJ)

Canada

PWGSC-TPSGC 942 (01/2014)



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Requisition No. - N° de demande			Client Reference No. (optional)	
Order. Off.	Bur. dem.	YY - AA	Serial No. - N° de série	
			N° de référence du client (facultatif)	

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of
de

Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article	U. of l. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)