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|  SENATE SÉNAT CANADA | REQUEST FOR PROPOSAL (RFP) |
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Subject:
Employment Systems Review (ESR) for the Senate of Canada

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

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| Issue Date: June 5, 2023 | Closing Date and Time: July 11, 2023 at 11:00 am EDT | RFP No: SEN-007 23/24 |
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SENATE OF CANADA INFORMATION

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| <p>For all enquiries the contracting authority is:</p> <p>Contact: Shirley Chartrand Title: Sr. Procurement Advisor Address: 40 Elgin Street, 11th floor Ottawa, ON K1A 0A4, Canada Telephone no: 613-995-8888 X 4 E-mail: Proc-appr@sen.parl.gc.ca</p> | <p>Bids can be delivered by e-mail only to the address of the contracting authority below.</p> <p>E-mail: Proc-Appr@sen.parl.gc.ca</p> <p>PLEASE MARK ALL CORRESPONDANCE WITH THE RFP NUMBER INDICATED ABOVE.</p> |
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BIDDER SIGNATURE BLOCK

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

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

| | | | |
|-------------------------|--|-------------|--|
| Name of Firm: | | | |
| Name of Representative: | | | |
| Authorized Signature: | | Date: | |
| Position Title: | | | |
| Email Address: | | | |
| Telephone Number: | | Fax Number: | |



Table of Contents

| | |
|--|----|
| <i>PART 1 - GENERAL INFORMATION</i> | 4 |
| 1. <i>Introduction</i> | 4 |
| 2. <i>Summary</i> | 4 |
| 3. <i>Debriefings</i> | 4 |
| 4. <i>Bid Submission Language</i> | 4 |
| <i>PART 2 – BIDDER INSTRUCTIONS</i> | 5 |
| 1. <i>Prelude</i> | 5 |
| 2. <i>Signature Requirement</i> | 5 |
| 3. <i>Irrevocable Bids</i> | 5 |
| 4. <i>Cost Related to the Preparation of Bids</i> | 5 |
| 5. <i>Joint Venture</i> | 5 |
| 6. <i>Enquiries and Communications</i> | 6 |
| 7. <i>Provision of False or Incorrect Information</i> | 6 |
| 8. <i>Price Justification</i> | 6 |
| 9. <i>Conflict of Interest – Unfair Advantage</i> | 6 |
| 10. <i>Ownership of RFP documents</i> | 7 |
| 11. <i>Funding Approvals</i> | 7 |
| 12. <i>Applicable Laws</i> | 7 |
| 13. <i>Level of Security</i> | 8 |
| <i>PART 3 – BID PREPARATION INSTRUCTIONS</i> | 9 |
| 1. <i>Bid Preparation Instructions</i> | 9 |
| <i>PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION</i> | 11 |
| 1. <i>Evaluation Procedures</i> | 11 |
| 2. <i>Mandatory Criteria (Phase 1)</i> | 11 |
| 3. <i>Rated Evaluation Criteria (Phase 2)</i> | 15 |
| 4. <i>Interview (Phase 3)</i> | 17 |
| 5. <i>Financial Evaluation (Phase 4)</i> | 18 |
| 6. <i>Basis of Selection</i> | 18 |
| <i>PART 5 - RESULTING CONTRACT CLAUSES</i> | 20 |
| 1. <i>Appropriate law</i> | 20 |
| 2. <i>Assignment</i> | 20 |
| 3. <i>Time is of the essence</i> | 20 |
| 4. <i>Indemnity against claims</i> | 20 |
| 5. <i>Inspection and acceptance</i> | 20 |
| 6. <i>Termination of contract</i> | 21 |
| 7. <i>Notice</i> | 21 |
| 8. <i>Warranties</i> | 21 |
| 9. <i>Records to be kept by the contractor</i> | 21 |
| 10. <i>Confidentiality</i> | 22 |
| 11. <i>Information Security</i> | 22 |



| | |
|---|-----------|
| 14. Rules and Regulations | 23 |
| 15. Miscellaneous Restrictions | 24 |
| 16. Subcontracts..... | 24 |
| 17. No implied obligations | 24 |
| 18. Performance..... | 24 |
| 19. Amendments to this contract..... | 25 |
| 20. Ownership of intellectual and other property including copyrights | 25 |
| 21. Conflict of Interest..... | 25 |
| 22. Discrimination and harassment in the workplace..... | 25 |
| 23. Health and safety..... | 25 |
| 24. Advertisement | 26 |
| 25. Entire Contract | 26 |
| 26. Authorities..... | 26 |
| 27. Replacement of specific individuals..... | 27 |
| 28. Priority of documents | 27 |
| 29. Proactive disclosure..... | 27 |
| PART 6 – TERMS OF WORK AND PAYMENT..... | 28 |
| 1. Period of the contract..... | 28 |
| 2. Contract amount | 28 |
| 3. All-inclusive Pricing and Basis of Payment | 28 |
| 4. Invoicing | 28 |
| 5. Method of payment | 29 |
| 6. Sales tax | 29 |
| 7. Interest on overdue accounts..... | 29 |
| ANNEX “A” – STATEMENT OF WORK (SOW) | 30 |
| ANNEX “B” – ALL-INCLUSIVE PRICING AND BASIS OF PAYMENT..... | 33 |
| ANNEX “C” – LANGUAGE PROFICIENCY | 34 |
| ANNEX “D” – REFERENCE FORM | 35 |
| ANNEX “E” – NON-DISCLOSURE FORM..... | 36 |
| ANNEX “F” – SUPPLIER CREATION AND DIRECT DEPOSIT ENROLLMENT FORM | 38 |



PART 1 - GENERAL INFORMATION

1. Introduction

This Request for Proposal (RFP) is divided into six (6) parts, six (6) annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the RFP;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract;
- Part 6 Terms of Work and Payment;
- Annex "A" Statement of Work (SOW);
- Annex "B" All-inclusive Pricing and Basis of Payment;
- Annex "C" Language Proficiency Form;
- Annex "D" Reference form;
- Annex "E" Non-Disclosure Form;
- Annex "F" Supplier creation and Direct Deposit Enrollment Form.

2. Summary

- I. The Senate of Canada (Senate) is seeking to establish a contract for Employment Systems Review (ESR) for the Senate of Canada as defined in Annex "A" - Statement of Work.

3. Debriefings

- I. Bidders may request a debriefing on the results of the RFP process. Bidders should make the request to the contracting authority within **five (5) working days** of receipt of the results of the RFP process. The debriefing may be in writing, by telephone or in person.

4. Bid Submission Language

- I. Submissions will be accepted in either English or French.



PART 2 – BIDDER INSTRUCTIONS

1. Prelude

- I. The Senate invites bidders to respond to this RFP to provide an Employment Systems Review (ESR) for the Senate of Canada as described in Annex “A” – Statement of Work (SOW).

2. Signature Requirement

- I. Page 1 of this RFP must be completed, signed, dated and returned with the bidder’s mandatory requirements bid thereby providing acknowledgement that they have read, understood and accepted the complete bid package and all addenda issued.
- II. The chief executive officer or a designate who has been authorized to commit the bidder to contracts must sign the RFP.
- III. Failure to sign the cover page may result in the disqualification of the bid.

3. Irrevocable Bids

- I. Bids will remain open for acceptance for a period of not less than **ninety (90) days** from the closing date of the RFP, unless specified otherwise in the RFP.
- II. The Senate reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, and within a minimum of **five (5) days** before the end of the bid validity period. If the extension is accepted by all responsive bidders, the Senate will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, the Senate will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the bid altogether.

4. Cost Related to the Preparation of Bids

- I. No direct or indirect payment will be made for any costs that may be incurred relative to the preparation or submission of a bid in response to this RFP. All electronic documents shall become the property of the Senate and will not be returned.

5. Joint Venture

- I. A joint venture is an association of two or more parties that combine their money, property, knowledge, expertise or other resources into a single joint business enterprise (sometimes referred as a consortium), to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that they are doing so as a joint venture and must provide the following information:
 - a. the name of each member of the joint venture;
 - b. the procurement business number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e., the member chosen by the other members to act on their behalf, if applicable; and
 - d. the name of the joint venture, if applicable.
- II. If the information is not clearly provided in the bid, the bidder must provide the information on request from the contracting authority.

- III. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The contracting authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as their representative for the purposes of the RFP and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally liable for the performance of any resulting contract.

6. Enquiries and Communications

- I. The contracting authority for all enquiries and other communications regarding this RFP is stated on the cover page of this document. All communication or enquiries must be directed **ONLY** to that person. Non-compliance with this condition may, for that reason alone, result in the disqualification of bidder's bid.
- II. RFP enquiries regarding this RFP must be received by e-mail at Proc-Appr@sen.parl.gc.ca by the contracting authority, **no later than June 22, 2023, at 11:00 am EDT**. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the Senate to provide an accurate answer. 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 when the Senate determines that the enquiry is not of a proprietary nature. The Senate may edit the question(s) or may request that the bidder do so, in order that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered for all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by the Senate.
- III. To ensure the equality of information among bidders, answers to enquiries which are relevant to the RFP will be posted to all bidders on CanadaBuys without revealing the sources of the inquiry.

7. Provision of False or Incorrect Information

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

8. Price Justification

- I. In the event that only a single responsive bid is received, the bidder must provide any price justification document(s) requested by the Senate. Price justification documents may include one or more of the following:
 - a. a current published price list indicating the percentage discount available to the Senate;
 - b. a copy of paid invoices for similar services provided to other clients;
 - c. a price breakdown showing the cost of direct labor and profit;
 - d. price or rate certifications; or
 - e. any other supporting documentation as requested by the Senate.

9. Conflict of Interest – Unfair Advantage

- I. In order to protect the integrity of the procurement process, bidders are advised that the Senate may reject a bid in the following circumstances:
 - a. if the bidder, any of their affiliates or subcontractors, or any of their respective employees or former employees involved in the preparation of the RFP in any manner is or was in any situation of conflict of interest or an appearance of conflict of interest;
 - b. if the bidder, any of their affiliates or subcontractors, or any of their respective employees or former employees had access to information related to the RFP that was not available to other bidders and that would, in the Senate's opinion, give or appear to give the bidder an unfair advantage.
- II. The experience acquired by a bidder who is providing or has provided the services described in the RFP (or any similar such services) will not, in itself, be considered by the Senate as conferring an unfair advantage or creating a conflict of interest; however, the bidder remains subject to the criteria established above.
- III. If the Senate intends to reject a bid under this section, the contracting authority will inform the bidder and provide them with an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the contracting authority before bid closing. By submitting a bid, the bidder represents that they do not consider themselves to be in conflict of interest nor to have an unfair advantage. The bidder acknowledges that it is within the Senate's sole discretion to determine if a conflict of interest, unfair advantage or appearance of conflict of interest or unfair advantage exists

10. Ownership of RFP documents

- I. This RFP and all supporting documentation have been prepared by the Senate and remain the sole property of the Senate, Ottawa, Canada. The information is provided to the bidder solely for their use in connection with the preparation of a response to this RFP and shall be considered proprietary and confidential information of the Senate. These documents are not to be reproduced, copied, loaned or otherwise disclosed either directly or indirectly to any third party, except to those of the bidder's employees who have a need to know for the preparation of the bidder's response. The bidder further agrees not to use the documents for any purpose other than that for which they are specifically furnished.

11. Funding Approvals

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

12. Applicable Laws

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

13. Level of Security

- I. In accordance with the Senate Accreditation Policy a valid security clearance is a condition of any Senate contract and is required for all individuals with whom the Senate may need to share or provide access to sensitive or classified information, assets, or facilities.
- II. The Contractor shall ensure that before any work is undertaken for the Senate, all individuals – including affiliates and subcontractors working on any resulting contract(s) – must undergo the Senate’s security screening process and successfully obtain Senate security clearance at the level of “site access” or they must have successfully obtained an equivalent or higher security status under the security policy of another Canadian legislature or governmental institution recognized by the Senate. Any equivalent security status or clearance must be approved by the Senate prior to the initiation of any work.
- III. Individuals who do not hold a valid security clearance at the level of “site access” by a recognized institution must undergo the Senate security screening process and successfully obtain a Senate security clearance at the required level.
- IV. A financial inquiry may be performed as part of the security screening process to assess whether an individual poses a security risk on the basis of financial pressure or history of poor financial responsibility. The inclusion of a financial inquiry in a security screening is determined on a case-by-case basis and is based on the types of duties or tasks being performed by the individual at the Senate.
- V. The Senate reserves the right to raise the required level of a security clearance as needed.



PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

The Senate requests that bidders provide their bid in separate electronic files in a single transmission as follows:

- File I: Mandatory Criteria (one soft copy in PDF format) and page 1 of the RFP signed;
- File II: Technical Bid (one soft copy in PDF format);
- File III: Financial Bid – Annex “B” – All-inclusive pricing and Basis of Payment (one soft copy in PDF format);
- File IV: Annex “F” – Supplier Creation and Direct Deposit Enrollment Form (one soft copy in PDF format).

The Senate requests that bidders follow the format instructions described below in the preparation of their bid:

Bidders must quote the RFP number as part of the subject line in their bid submission.

Prices must appear in the financial bid only. Prices indicated in any other section of the bid will result in the disqualification of the bid.

The Senate will not be responsible for any failure attributable to the transmission or receipt of the emailed bid. The Senate will send a confirmation email to the bidders when the submission is received.

File I: Mandatory Criteria

- I. In the “Mandatory Criteria” section of their bid, bidders should clearly indicate how they meet each of the mandatory criteria outlined in Part 4 – Evaluation Procedures and Basis of Selection.

File II: Technical Bid

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

File III: Financial Bid - Annex “B” – All-inclusive Pricing and Basis of Payment

- I. All-inclusive pricing must include all requirements as set forth in the RFP.



- II. Bidders must submit their financial bid in Canadian funds, and in accordance with Annex “B” – All-inclusive Pricing and Basis of Payment.

File IV: Annex “F” – Supplier Creation and Direct Deposit Enrollment Form

- I. Bidders must complete, sign and return Annex “F” – Supplier Creation and Direct Deposit Enrollment Form with their bid.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- I. Bids will be assessed in accordance with the entire requirement of the RFP including the mandatory criteria, technical criteria and financial bid.
- II. The Senate will conduct the RFP process in a fair manner and will treat all bidders equally. Objective standards and evaluation criteria will be applied uniformly to all bidders.
- III. An evaluation team composed of representatives of the Senate will evaluate the bids.
- IV. It is the responsibility of a bidder to ensure that their bid is clear and complete. The Senate reserves the right to contact any bidder during the evaluation of bids to obtain clarifications. If the Senate seeks clarification or verification from a bidder about their bid, the bidder will have **two (2) working days** (or a longer period if specified in writing by the contracting authority) to provide the necessary information to the Senate. Failure to meet this deadline will result in the bidder being declared non-responsive, and the bid will receive no further consideration.

2. Mandatory Criteria (Phase 1)

- I. Bidders must ensure full compliance with all the following mandatory requirements. Failure to clearly demonstrate full compliance or to provide supporting documentation will result in the disqualification of the bid.
- II. The bidder must include the “Mandatory Criteria Table” as an appendix in their bid and ensure that the relevant page and paragraph numbers in the bid are indicated in the column entitled “Cross Reference” for all mandatory information that is included.

The mandatory criteria are as follows:

| MANDATORY CRITERIA TABLE | | | |
|--|---|----------------------|------------------------|
| Mandatory Criteria | Submission Requirements | Met / Not Met | Cross Reference |
| <p>M1. Non-Disclosure Agreement:</p> <p>The successful bidder must complete, sign and return prior to contract award the Non-Disclosure Agreement, found at Annex “E” – Non-Disclosure Form</p> | <p>In order to meet this mandatory requirement, the bidder must provide the following:</p> <ul style="list-style-type: none"> • a statement indicating compliance with the mandatory criterion <p>All information requested must be provided under Mandatory Criterion (M1) in the submission.</p> <p>Failure to provide this information will result in the</p> | | |

| MANDATORY CRITERIA TABLE | | | |
|---|--|---------------|-----------------|
| Mandatory Criteria | Submission Requirements | Met / Not Met | Cross Reference |
| | bid being given no further consideration. | | |
| <p>M2. Bidder's representative</p> <p>The bidder must designate an account manager who will act as the principal point of contact for all matters related to the requested services.</p> | <p>To meet this mandatory requirement, the bidder must provide the following:</p> <ul style="list-style-type: none"> the name and contact information (phone and email) of the proposed account manager. <p>This information must be provided under Mandatory Criterion (M2) in the bidder's submission.</p> <p>Failure to provide it will result in the bid being given no further consideration.</p> | | |
| <p>M3. Bilingualism</p> <p>The bidder must be able to provide services described in the Annex "A" – Statement of Work, in both official languages (French and English).</p> <p>The proficiency in both official languages must meet the Advanced language proficiency level as described in Annex "C" – Language Proficiency (Advanced) in both languages.</p> | <p>In order to meet this mandatory requirement, the bidder must provide the following:</p> <ul style="list-style-type: none"> a statement indicating compliance with the mandatory criterion. <p>All information requested must be provided under Mandatory Criterion (M3) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p> | | |
| <p>M4. Experience</p> <p>The bidder must demonstrate that the proposed project team, through combined experience, has previously led and supported the implementation of employment systems review and recommendations for organizations of at least 300 employees within the last eight (8) years and based on the</p> | <p>To meet this mandatory requirement, the bidder must provide the following:</p> <p>information for each of the project descriptions:</p> <ul style="list-style-type: none"> <u>CV of all team members</u> the name of the organization for which the work was performed; size for the organization; | | |

| MANDATORY CRITERIA TABLE | | | |
|---|--|---------------|-----------------|
| Mandatory Criteria | Submission Requirements | Met / Not Met | Cross Reference |
| <p>requirements outlined by the Canadian Human Rights Commission.</p> <p>The Bidder must provide detailed project descriptions for at least two (2) projects which cumulatively include at least six (6) of the nine (9) areas identified in 4.1.d of the SOW – Annex “A”</p> | <ul style="list-style-type: none"> • brief description of the work performed; • the start and end dates for the work performed. <p>All information requested must be provided under Mandatory Criterion (M4) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p> | | |
| <p>M5. References</p> <p>The Bidders must provide references for three (3) for the projects listed in M4 using the Project Reference Form in Annex “D”. The reference information must be provided on the form provided in Annex “D” – Reference form</p> <p>At least one of the two (2) references must be a public sector client and at least one reference must be for services delivered in both official languages (French and English). (the public sector and bilingual reference can be the same).</p> <p>References must be available for a period of up to four (4) weeks after the closing of the RFP.</p> <p>The Senate will contact the project lead for each of the three (3) references submitted to confirm that the work was completed in a satisfactory manner.</p> <p>The three (3) references will be evaluated under criteria R1 — References below.</p> <p>Note: The Senate of Canada cannot be used as a reference.</p> | <p>To meet this mandatory requirement, the bidder must provide the following information for each of the two (2) references:</p> <ul style="list-style-type: none"> • the name of the organization for which the work was performed; • the name and role of the proposed resource for the project team • Contact information for the reference, including name, title, current email address and/or telephone number; • the start and end dates for the work performed; <p>All information requested must be provided under Mandatory Criterion (M5) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p> | | |

| MANDATORY CRITERIA TABLE | | | |
|--|--|---------------|-----------------|
| Mandatory Criteria | Submission Requirements | Met / Not Met | Cross Reference |
| <p>M6. Virtual meetings</p> <p>The bidder must have the ability to hold secure virtual meetings with the Senate Project Authority, using Zoom or Microsoft Teams.</p> | <p>In order to meet this mandatory requirement, the bidder must provide the following:</p> <ul style="list-style-type: none"> • a statement confirming compliance with the mandatory criterion. <p>All information requested must be provided under Mandatory Criterion (M6) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p> | | |
| <p>M7. Deployment timeline</p> <p>The Bidder must be able to conduct the employment systems review and deliver a draft of it's final report by December 15, 2023, and final report by January 31, 2024.</p> | <p>In order to meet this mandatory requirement, the bidder must provide the following:</p> <ul style="list-style-type: none"> • a statement indicating compliance with the mandatory criterion. <p>All information requested must be provided under Mandatory Criterion (M7) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p> | | |
| <p>M8. Acceptance of resulting contract clauses</p> <p>The bidder must confirm that, should they be the successful bidder, they accept and will implement the resulting contract clauses outlined in Part 5 — Resulting Contract Clauses.</p> | <p>To meet this mandatory requirement, the bidder must provide the following:</p> <ul style="list-style-type: none"> • a statement indicating compliance with the mandatory criterion. <p>This information must be provided under Mandatory Criterion (M8) in the bidder's submission.</p> | | |

| MANDATORY CRITERIA TABLE | | | |
|---|--|---------------|-----------------|
| Mandatory Criteria | Submission Requirements | Met / Not Met | Cross Reference |
| | Failure to provide it will result in the bid being given no further consideration. | | |
| <p>M9. Data stored in Canada</p> <p>The bidder must confirm in writing that all data pertaining to the Senate shall be stored in Canada.</p> | <p>In order to meet this mandatory requirement, the bidder must provide the following:</p> <ul style="list-style-type: none"> a statement indicating compliancy with the mandatory requirement. <p>All information requested must be provided under Mandatory Criterion (M9) in the bidder's submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration</p> | | |

3. Rated Evaluation Criteria (Phase 2)

- I. Bids that do not clearly meet all the mandatory criteria set forth in this RFP and do not attain a minimum of **84 Points** for the requirements that are subject to the evaluation criteria points rating system will receive no further consideration.
- II. Price is only one criterion in the evaluation of bids. The Senate is seeking best overall value and will evaluate bids on a points-rating system based on evaluation criteria.
- III. The bidder must include the "Points Rated Technical Criterion" table in their bid and ensure that the page and paragraph number in the bidder's appendix is indicated in the column entitled "Cross Reference" for all included rated information.
- IV. Bidders must include all information relating to the criteria in the bidder's Technical Bid. All information contained within the bidder's technical bid must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the bid.

The rated evaluation criteria are as follows:

TABLE B – TECHNICAL EVALUATION CRITERIA

| TECHNICAL MERIT Point-Rated Technical Criterion | Maximum Number of Points Available | Cross-Reference Section |
|---|--|--------------------------------|
| <p>R1. Reference Check</p> <p>Further to M5, reference checks will be conducted on three (3) of the projects outlined in Annex “D” – Reference Form.</p> <p>Each compliant project will be evaluated based on the following:</p> <ul style="list-style-type: none"> • A comparison of the work and services provided to the references to the work and services sought by the Senate under this RFP • The satisfaction of the references with the work and services provided (including the review and analysis, the consultations, the final report and the recommendations). | <p>Maximum 45 points</p> <p><u>Each reference submitted shall be rated on 15 points</u></p> <p>1-5 points: The reference reported work and services of minimal similarity to those requested in the SOW, and/or minimal satisfaction with the work and services provided.</p> <p>6-10 points: The reference reported similarity of the work and services provided to those requested in the SOW but not in all aspects, and/or moderate satisfaction with the work and services provided.</p> <p>11-15 points: The reference reported complete similarity of the work and services provided to those requested in the SOW, and/or a high degree of satisfaction with the services provided.</p> | |
| <p>R2. Expertise and experience of the bidder in conducting ESR for organizations</p> <p>The bidder must demonstrate their knowledge, experience and successful track record in conducting ESRs.</p> <p>The bidder must demonstrate their experience and skills by providing two (2) detailed examples, involving the proposed principal resource of previous reviews they’ve conducted in the past eight (8) years illustrating their ability to conduct a review and deliver a final report and recommendations, similar in nature and scope to the ones outlined in Annex “A” – Statement of Work</p> | <p>Maximum 60 points</p> <p><u>Each example submitted shall be rated on 30 points</u></p> <p>1-10 points: Information provided demonstrates a minimal understanding that is relevant to the rated criterion.</p> <p>11-20 points: Information provided demonstrates an understanding for most elements of the rated criterion, but not all.</p> <p>21-30 points: Rated criterion is dealt with in depth and the information provided demonstrates a full range of in-depth understanding of all elements of the rated criterion.</p> | |

TABLE B – TECHNICAL EVALUATION CRITERIA

| TECHNICAL MERIT Point-Rated Technical Criterion | Maximum Number of Points Available | Cross- Reference Section |
|--|---|---|
| <p>R3. Green Business Practices</p> <p>The Bidder shall demonstrate environmental practices used by their company.</p> | <p>Maximum 5 points</p> <p>0 point: The Bidder does not demonstrate environmental practices used by their company.</p> <p>5 points: The Bidder demonstrates environmental practices used by their company.</p> | |
| <p>R4. Industrial Organizational Psychologist</p> <p>Having an industrial organizational psychologist as a member of the project team is considered an asset.</p> | <p>Maximum 5 points</p> <p>0 point: The Bidder does not demonstrate accessibility practices.</p> <p>5 points: The Bidder demonstrate accessibility practices.</p> | |
| <p>R5. Accessibility</p> <p>The Bidder shall outline their company’s accessibility practices</p> <p>“Accessibility refers to the design of products, devices, services, or environments as to be usable by people with disabilities.”</p> | <p>Maximum 5 points</p> <p>0 point: The Bidder does not demonstrate accessibility practices.</p> <p>5 points: The Bidder demonstrates accessibility practices.</p> | |
| Total of all the point-rated technical criteria | 120 points Maximum | |
| Minimum pass mark (70%) | 84 points required to pass | |

4. Interview (Phase 3)

- I. The top three (3) highest scoring bidders in phase 2 may be invited to be interviewed by the Senate. The interview will be for a duration of one (1) hour.
- II. The interviews will take place **late July 2023** (exact dates and times to be confirmed) and will take place virtually using videoconferencing technology (Zoom or MS Teams, with simultaneous interpretation). The bidders will be given a minimum of three (3) days notice to prepare for the interview.

| Interview Point Rated Criterion | Maximum Number of Points Available |
|---|---|
| The bidder’s principal resource, along with one (1) additional bidder’s representative (if applicable and as decided by the bidder), will be interviewed by the Senate to confirm what was written in their bid and validate their experience in conducting | 50 points |

| Interview Point Rated Criterion | Maximum Number of Points Available |
|---|---------------------------------------|
| <p>the work described in the Annex “A” – Statement of Work, as well as to address any questions the evaluation team may have.</p> <p>The bidder will be assessed on the basis of:</p> <ul style="list-style-type: none"> • The strength of the examples provided to highlight their experience providing services similar in scope and complexity to the work described in Annex “A” – Statement of Work. • Their sound understanding of the services required. • The effectiveness of their proposed approach to conducting an employment system review • Their communication and interpersonal abilities. • <p>1 Hour interview:</p> <ul style="list-style-type: none"> • Up to 30 minutes presentation on proposed plan • 30 minutes to respond to questions on the presentation • Questions during the interview will be asked in English and French | |
| Minimum pass mark | 35 points |

5. Financial Evaluation (Phase 4)

- I. The price of the bid will be evaluated in Canadian dollars, applicable taxes excluded
- II. For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid detailed in Annex “B” - All-inclusive Pricing and Basis of Payment.

6. Basis of Selection

A bid must comply with all the requirements of the RFP. If it is determined that a bid does not comply with any of the requirements of the RFP, such bid will be deemed non-responsive and will not be given further consideration.

The evaluation and selection process will be conducted in the following phases:

- Phase 1 - Mandatory Criteria
- Phase 2 - Technical Merit - Rated Evaluation
- Phase 3 - Interview
- Phase 3 - Determination of Highest Ranked Bidder

Phase 1 – Mandatory Criteria

In Phase 1, all bids will be evaluated for their compliance with the mandatory criteria. Any bid that fails to meet any of the mandatory criteria will be deemed non-responsive and will not be given further consideration.

Phase 2 – Technical Merit - Rated Evaluation

In Phase 2, the bids that are deemed responsive in Phase 1 will be evaluated against the rated technical evaluation criteria. If any Phase 2 bid does not obtain the



required minimum overall points for the technical evaluation criteria, that bid will not be given further consideration.

Phase 3 – Interview

In Phase 3, the top three (3) responsible bidders after the completion of Phases 1 and 2 will be invited to a virtual Interview. Bids that do not obtain the required minimum overall points for the Interview will not be given further consideration.

Phase 4 – Determination of Highest Ranked Bidders

Total Combined Rating = Technical Merit and Interview (70%) + Price (30%)

$$\begin{array}{rcl} \text{Total combined rating} & & \text{Lowest price received x 30\%} \\ \text{((Technical Merit (40\%) +} & & \text{_____} \\ \text{interview (60\%)) x 70\%} & + & \\ \text{_____} & & \\ \text{Maximum number of points} & & \text{Bidder's price} \end{array} = \text{Combined Total Score}$$

The Bidder with the highest Total Score will be considered for award of a contract.

In the event of a tie between bids, that is to say, when all the factors, including the price, are considered to be equal, a coin toss will be made to determine which bidder will obtain the contract.



PART 5 - RESULTING CONTRACT CLAUSES

The following clauses and conditions shall apply to and form part of any contract resulting from this RFP.

1. Appropriate law

- I. This contract shall be interpreted and governed by the laws in force in the Province of **Ontario**.

2. Assignment

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

3. Time is of the essence

- I. Time is of the essence in this contract.
- II. Any delay by the contractor in performing their obligations under this contract that is caused by events beyond the contractor's control must be reported in writing to the Senate. This notice shall state the cause(s) and circumstances of the delay. Furthermore, when asked to do so, the contractor shall deliver, in a form satisfactory to the Senate, a "work around plan" that includes alternative sources and any other means that the contractor will utilize to overcome the delay.
- III. Unless the contractor complies with the notice requirements set forth in this contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- IV. Notwithstanding that the contractor has complied with the notice requirements, the Senate may exercise any right of termination contained in this contract.

4. Indemnity against claims

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

5. Inspection and acceptance

- I. All reports, deliverables, items, documents, goods and services rendered under this contract are subject to inspection by the project authority or their representative. Should any report, document, good or services not be in



accordance with the requirement of the statement of work and to the satisfaction of the project authority or their representative, as submitted, the project authority will have the right to reject it or require its correction at the sole expense of the contractor before recommending payment. The Senate reserves the right of access to any records resulting from this contract.

6. Termination of contract

- I. The Senate may immediately terminate this contract if the contractor is for any reason unable to provide the services required under this agreement. Any such termination notice shall be given in writing.
- II. The contract may be immediately terminated by the Senate if it is determined that the services provided by the contractor are not satisfactory. Any such termination notice shall be given in writing.
- III. The contract may be terminated by the Senate upon **ten (10) days'** written notice if it is determined that the work, services or goods provided by the contractor, either in whole or in part, are no longer required.
- IV. Either party may terminate this contract upon **ten (10) days'** written notice.

7. Notice

- I. Any notice or other communication may be given in any manner. If it is required to be in writing, any such notice or communication shall be addressed to the party to whom it is intended, at the address in the contract or at the last address at which the sender has received written notice.
- II. Any notice or other communication given in writing in accordance with paragraph 7.I shall be deemed to have been received by either party:
 - a. if delivered personally, on the day it was delivered;
 - b. if forwarded by mail, on the earlier of the day it was received or the sixth day after it was mailed; or
 - c. if forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
- III. Notwithstanding the above, any notice given under "Termination of contract" clause shall be given in writing.

8. Warranties

- I. The contractor warrants that:
 - a. they are competent to perform the work required under this contract and have the necessary qualifications, including the knowledge, skill and ability to perform the work effectively;
 - b. they shall provide under this contract a quality of service at least equal to the quality that contractors generally would expect of a competent contractor in a likesituation;
 - c. they have complete authority to enter into this contract; and
 - d. all work commenced under this contract will be completed in full.

9. Records to be kept by the contractor

- I. The contractor shall keep proper accounts and records of the costs of work, services, and all expenditures or commitments made by them, including the invoices, receipts and vouchers. These accounts and records shall be open to audit and inspection at reasonable times by the authorized representatives of the Senate, who may make copies and take extracts therefrom.
- II. The contractor shall not dispose of the documents referred to herein without the written consent of the Senate, but shall preserve and keep them available for audit and inspection for any period of time that may be specified elsewhere in this contract or, in the absence of such a specification, for a period of two (2) years following the completion of the work.

10. Confidentiality

- I. Any information which is non-public, of a character confidential to the affairs of the Senate of Canada, its members or any of its employees, agents or contractors or proprietary in nature to the Senate or to a third party to which the contractor or any of its employees, or affiliates or subcontractors become privy as a result of services to be performed under this contract shall be treated as confidential during and after the performance of the work.

11. Information Security

- I. For the purposes of this clause, “Senate confidential or restricted information” means information that has been classified by the Senate as “Confidential” or “Restricted” and that, if compromised, could cause serious or extreme injury to individuals or to the Senate. It also includes information generated by the contractor in the performance of this contract that, if compromised, could cause serious or extreme injury to individuals or the Senate.
- II. The contractor must encrypt all Senate confidential or restricted information while it is in transit to the Senate in accordance with, at a minimum, the measures described in the contractor’s bid submitted in relation to the RFP under which this contract was formed in response to the rated criterion entitled “Information Security — Encryption — Data in Transit.”
- III. The contractor must encrypt all Senate confidential or restricted information that the contractor receives or generates on computers, external storage and portable devices in accordance with, at a minimum, the measures described in the contractor’s bid submitted in relation to the RFP under which this contract was formed in response to the rated criterion entitled “Information Security — Encryption — Data at Rest.”
- IV. The contractor will immediately inform the contracting authority of any changes to the measures respecting data encryption described in the contractor’s bid submitted in relation to the RFP under which this contract was formed in response to the rated criteria “Information Security — Encryption — Data at Rest” and “Information Security — Encryption — Data in Transit.”
- V. The contractor must ensure that all Senate confidential or restricted information provided or generated under this contract is kept in Canada. The contractor must notify the contracting authority if they intend to move the information from Canada. The contractor must not move Senate confidential information from Canada without the prior written consent of the contracting authority.

- VI. The contractor must immediately notify the contracting authority of any information or data breach affecting information that is not publicly available and that is received or generated in the performance of this contract, including information or data — whether paper-based or electronic — prepared by the contractor for the benefit of the Senate. The contractor must also cooperate with any investigation by the Senate into an information or data breach.

12. Information Management – Destruction of all Senate information upon termination of contract

- I. Subject to subclause 12.II, upon the termination of the contract, the contractor must provide the Senate, in a useable format, all information that is not publicly available and that is received or generated in the performance of this contract, including information or data — whether paper-based or electronic — prepared by the contractor for the benefit of the Senate. Once the Senate confirms receipt of the information, the contractor must destroy the information and provide the Senate with a certificate of destruction.
- II. If the contractor is subject to legislation — including bylaws or rules of a law society or other self-regulating professional body in Canada — that requires the retention of information until a certain deadline, the contractor may retain information referred to in subclause 12.I until the applicable legislative deadline, at which time they must immediately destroy the information and provide a certificate of destruction to the Senate.

13. Information Management – Destruction of specific Senate information during the term of the contract

- I. Despite subclause 12.I, the contractor must comply with any instruction provided by the contracting authority, during the term of the contract, in relation to the destruction of specific information that is received or generated by the contractor for the benefit of the Senate. In particular, the contractor must comply with any instruction requiring the contractor to, at any time during the term of the contract, provide specific information to the Senate in a useable format and, once the Senate confirms receipt of the information, wipe it from their systems and backups and provide a certificate of destruction to the Senate.
- II. If the contractor is subject to legislation — including bylaws or rules of a law society or other self-regulating professional body in Canada — that requires the retention of information until a certain deadline, the contractor may retain the information referred to in subclause 13.I until the applicable legislative deadline, at which time they must immediately destroy any remaining information and provide a certificate of destruction to the Senate.

14. Rules and Regulations

- I. In their operation, the contractor and their employees will comply and abide by all lawful rules and regulations of the Senate that may be established and amended from time to time, provided that no such rules or regulations inhibit the contractor from exercising their rights and duties hereunder.
- II. The contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under this contract. If the contractor made a false declaration in their bid, makes a false declaration under this contract, or fails to diligently maintain the information herein requested up-to-date, or if the contractor or any of their affiliates or

subcontractors fail to remain free and clear of any acts or convictions specified herein during the period of this contract, any such false declaration or failure to comply may result in a termination for default under this contract. The contractor understands that a termination for default will not restrict the Senate's right to exercise any other remedies that may be available against the contractor and agrees to immediately return any advance payments.

15. Miscellaneous Restrictions

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

16. Subcontracts

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

17. No implied obligations

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

18. Performance

- I. The contractor shall report on performance under this contract to the Senate



in whatever format and frequency that the Senate may require.

19. Amendments to this contract

- I. No person other than the Manager of Procurement Services or their designate can amend this contract in any form. Any changes to the original contract must be made in writing.

20. Ownership of intellectual and other property including copyrights

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

21. Conflict of Interest

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

22. Discrimination and harassment in the workplace

- I. The contractor declares that they, their directors nor their officers have suffered any judgments in regard to legislation pertaining to discrimination or harassment in the workplace.
- II. If such judgments are made against the contractor, their directors or their officers during the life of this contract, the Senate reserves the right to immediately terminate this contract. In such cases, the Senate shall only be liable for payment for services performed. No other costs or fees shall be due or payable by the Senate.

23. Health and safety

- I. While working in the Senate workplace, the contractor must comply with the *Senate Policy on Occupational Health and Safety* and the *Senate Guidelines Promoting a Scent-Free Work Environment*. Particularly, this entails
 - a. refraining from or minimizing the use of scented products while in the Senate workplace;
 - b. taking all reasonable measures to protect the health and safety of every employee and any other persons granted access to the workplace for work purpose; and
 - c. not smoking in any buildings or within the vicinity (i.e., within nine (9) metres) of entrances, exits, windows or air intakes of Senate-occupied buildings in the Parliamentary Precinct.

If contractors breach these duties and responsibilities, corrective action will be taken which could include measures up to contract termination. The



Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment will be available upon request.

24. Advertisement

- I. The contractor shall not advertise or publicize any work performed to the Senate without prior written consent from the Senate. Any breach of this clause shall be considered to be a breach of confidentiality and will result in the removal of the contractor from Senate source files.

25. Entire Contract

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

26. Authorities

I. Contracting Authority

The contracting authority for this contract is:

Shirley Chartrand
Senior Procurement Advisor
Finance and Procurement Directorate
The Senate of Canada
40 Elgin Street, 11th floor
Ottawa, ON K1A0A4

Telephone: 613-995-8888 x 4
E-mail: Proc-Appr@sen.parl.gc.ca

The contracting authority is responsible for the management of this contract and any changes to this contract must be authorized in writing by the contracting authority. The contractor must not perform work in excess of or outside the scope of this contract based on verbal or written requests or instructions from anybody other than the contracting authority.

II. Project Authority

The project authority for this contract is:

To be determined

The project authority is the representative of the department for whom the work is being carried out under the contract and is responsible for the successful completion of the project. The project authority has the ultimate authority on all aspects for the project.

The project authority has no authority to authorize changes to the scope of the work. Changes to the scope of the work can only be made through a contract amendment issued by the contracting authority.

III. Contractor's Representative

The contractor's representative for this contract is:

Account Manager:

To be determined.

27. Replacement of specific individuals

- I. If specific individuals are identified in the contract to perform the work, the contractor must provide the services of those individuals unless the contractor is unable to do so for reasons beyond their control.
- II. If the contractor is unable to provide the services of any specific individual identified in the contract, it must provide a replacement with equivalent or better qualifications and experience. The replacement must meet the criteria used in the selection of the contractor and be acceptable to the Senate. The contractor must, as soon as possible, give notice to the contracting authority of the reason for replacing the individual and provide the name, qualifications and experience of the proposed replacement.
- III. The contractor must not, in any event, allow performance of the work by unauthorized replacement persons. The contracting authority may order that a replacement stop performing the work. In such a case, the contractor must immediately comply with the order and secure a further replacement in accordance with subsection II. The fact that the contracting authority does not order that a replacement stop performing the work does not relieve the contractor of its responsibility to meet the requirements of the contract.

28. Priority of documents

- I. If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
 - a. the articles of this contract;
 - b. articles of the RFP, including all annexes; and
 - c. the contractor's bid dated (*To be identified upon contract issuance*).

29. Proactive disclosure

- I. All contracts awarded by the Senate must reflect fairness in the spending of public funds. The Senate is obligated to report on its website, every quarter, all contracts awarded and that have a value of more than \$10,000.00 or whose value has exceeded \$10,000.00 via amendment.



PART 6 – TERMS OF WORK AND PAYMENT

1. Period of the contract

- I. The contractor will provide the Employment Systems Review (ESR) for the Senate of Canada, as outlined in Annex "A" - Statement of Work (SOW). A draft of the ESR final report should be delivered **by December 15, 2023**, and the final report by **January 31, 2024**.

2. Contract amount

- I. The contractor will be paid for the costs reasonably and properly incurred in the performance of the work, as determined in accordance with the "All-inclusive Pricing and Basis of payment", to a limitation of *(To be determined at contract award)* plus applicable taxes.

3. All-inclusive Pricing and Basis of Payment

- I. In consideration of the contractor satisfactorily completing all of their obligations under the contract, the Contractor will be paid in accordance with percentages specified in Annex "B" - All-inclusive Pricing and Basis of Payment.
- II. The Senate will not entertain any charges that are not specified in Annex "B" - All-inclusive Pricing and Basis of Payment.

4. Invoicing

- I. The contractor will submit a detailed invoice for each key deliverable. The invoice must include, at a minimum, the date(s) the service was performed, the service, number of hours or the cost and the contract reference number and the Business Registration Number (BN) when sales taxes are included and the contract reference number.
- II. The contractor's certified invoice shall be forwarded by post or courier to

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

Or

**The Senate of Canada
Finance and Procurement Directorate
Chambers Building
40 Elgin Street, 11th floor
Ottawa, ON K1A 0A4**

- III. The invoice must be reviewed and signed by the project authority or their delegate before payment is issued.
- IV. Payment by the Senate to the contractor for work shall be made
 - a. in the case of a progress payment other than the final payment, within thirty (30) days of the date on which a claim for progress payment is received according to the terms of the contract; or
 - b. in the case of a final payment, within thirty (30) days of the date of receipt of a final invoice for payment, or within thirty (30) days of the date on which the work is completed, or the goods are delivered and accepted, whichever date is later.



- V. If the Senate has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the contractor.

5. Method of payment

- I. Payment will be by direct deposit. The Senate will deposit all payments directly into the contractor's account.
- II. Payments will be addressed and mailed to the name and address indicated on the first page of the contract.

6. Sales tax

- I. The Senate of Canada is exempt from provincial sales taxes.
- II. PST exemption numbers: Ontario 11708174G / Quebec: 10-0813-5602-P
- III. The applicable taxes are not included in the contract amount.
- IV. The Applicable Taxes and Business Registration Number must be listed as a separate line item on all invoices.

7. Interest on overdue accounts

- I. For the purpose of this section
 - a. an amount is "due and payable" when it is due and payable by the Senate to the Contractor according to the terms and conditions of the contract;
 - b. an amount is "overdue" when it is unpaid on the first day following the day upon which it is due and payable;
 - c. "date of payment" means thirty (30) days from the date of receipt of the invoice at the Senate;
 - d. the "Bank Rate" is the average Bank of Canada discount rate for the previous month, plus 3 per cent (3%);
 - e. the Senate will be liable to pay simple interest, at the Bank Rate, on any amount that is overdue from the day the amount became overdue until the day prior to the date of payment inclusively; however, interest will not be payable, nor will it be paid, unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date. Interest will only be paid when the Senate is responsible for the delay in paying the contractor. In the event that the Senate is not responsible for the delay in paying the contractor, no interest will be paid.
 - f. the Senate will not be liable to pay the contractor any interest on unpaid interest.



ANNEX "A" – STATEMENT OF WORK (SOW)

1. Title

Employment Systems Review (ESR) for the Senate of Canada

2. Objective

To perform an in-depth assessment of the Senate of Canada's workforce, and conduct a review of its employment systems, policies, processes, and practices, formal and informal as well as the manner in which these are implemented. This process is to help identify systemic barriers and employment obstacles faced by designated groups (women, Indigenous people, persons with disabilities and members of visible minorities) in the workplace and make recommendations to address them. The systems/processes to be examined are as follows:

- Recruitment
- Selection and hiring
- Development and training
- Promotion
- Retention
- Termination
- Accommodation

3. Background

The Senate of Canada is an integral part of the Canadian Parliamentary system, and its leaders are committed to the values of employment equity, diversity, inclusion and belonging. The results of the ESR will help inform the Senate's strategy for further improving its organizational culture and performance as well as removing barriers to attracting and retaining the best talent. The results of the ESR will advance the goal of creating a safer, equitable and more accessible workplace. The results will be presented to the Standing Committee on Internal Economy, Budgets and Administration (CIBA), through the Subcommittee on Diversity (the Subcommittee) of CIBA.

4. Scope of Work

The review will identify where policies and practices contribute to the under-representation of designated groups and identify any barriers, formal or informal, written or unwritten, that may have an adverse impact on their employment opportunities and experience.

A draft of the ESR final report should be delivered by December 15, 2023, and final report by January 31, 2024.

The ESR will include the following activities:

- a) review of the Senate's workforce analysis and employment systems, data, policies, processes and practices;
- b) consultations with identified stakeholders in the institution;
- c) analyze qualitative and quantitative data to determine the causes of any gaps in the representation of designated groups compared to the workforce availability data;
- d) draft reports and identify recommendations to eliminate any identified barriers that contribute to the under-representations of designated groups and;
- e) consider the following additional elements in its analysis:
 - system supports;
 - organizational culture;
 - organizational decision making;
 - performance indicators and metrics;

- governance and;
- industry best practices.

The ESR method used must align with the Canadian Human Rights Commission (CHRC) guide and other tools that are current and Canadian. The experience of an organizational psychologist would be considered an asset.

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

4.1. Tasks

The contractor's tasks and responsibilities will include, but are not limited to:

- a) Create a project plan to meet the Senate's objectives, including the scope, methodology, activities, deliverables and timeframes;
- b) Discuss the project plan and its progress as needed with the Senate's Project Authority;
- c) Review and analyze the Senate's most recent workforce analysis data and identify specific areas where under-representation exists;
- d) Review and analyze the Senate's systems, policies, processes and practices which would impact employees in the following areas for each designated groups:
 - i. Recruitment;
 - ii. Selection;
 - iii. hiring;
 - iv. development;
 - v. training;
 - vi. promotion;
 - vii. retention;
 - viii. termination;
 - ix. accommodation.
- e) Plan and conduct consultations in both official languages (e.g. HR, employees, managers, senators, individuals from designated groups) through interviews, focus groups and/or questionnaires where under-representation exists in order to identify barriers to equitable employment;
- f) Conduct qualitative analysis following consultations;
- g) Identify any barriers to equal employment opportunities for employees and candidates from designated groups;
- h) Provide reasonable advice and possible corrective measures demonstrating consideration for the Senate context;
- i) Prepare draft and final ESR reports, in MSWord format with recommendations based on observations and findings;
- j) Present the ESR final report to Project Authority.

4.2. Deliverables

The following deliverables must be submitted via email to the Project Authority and compatible with Microsoft Office software:

Work plan and Methodology:

1. Work plan detailing proposed scope, methodology, activities, deliverables and timelines.
2. Regular progress updates, outlining activities completed and progression on the work planned

Organizational Review:

3. Preliminary summary of observations/findings following review of the workforce analysis.



4. Preliminary summary of observations/finding following review of the Senate's systems, policies, procedures/processes and practices.
5. Recommendations for consultation methodology based on finding of the above reviews.
6. Consultation material content (e.g. questionnaires for interview and /or focus groups with different groups) and schedule.
7. Conducting consultations.
8. Preliminary summary of observations/findings following consultations.

ESR Report :

9. Draft ESR Report for Senate feedback, including (at a minimum):
 - a. An executive summary;
 - b. Description of the methodology;
 - c. Summary of observations and findings for each of the area reviewed (workforce analysis/systems, policies, processes, and practices/consultations);
 - d. Identification of barriers to equal employment or other factors; and
 - e. Recommendations for positive measures or strategies for elimination of barriers in the Senate context.
10. Updated draft ESR report incorporating the Senate's feedback, including (at a minimum) the items listed in the #9.
11. Final ESR report. (The contractor will finalize the draft report, based on feedback from the Senate).
12. Organizational briefings to HR Management, Executive Committee and Subcommittee.

Additional unforeseen work will be agreed upon by all parties in advance of the work being initiated.

5. Client Support

The following items will be provided to the Contractor:

- The Senate workforce and employment equity representation data
- Relevant Senate Administration policies and practices
- Collaboration in coordinating consultations, focus groups, etc.

6. Language of Work

The Contractor must be able to conduct consultation with members of the Senate and provide deliverables in both official languages.



ANNEX “B” – ALL-INCLUSIVE PRICING AND BASIS OF PAYMENT

Pricing is all inclusive. No additional cost shall be paid separate from this contract.

The Bidder must submit a firm, all-inclusive price for the performance of work. The price submitted must be inclusive of all activities, personnel and equipment to perform the work. Harmonized Sales Tax excluded.

The Senate of Canada will not reimburse claims for travel or living expenses for any activity required for the performance of work under the Contract.

All applicable taxes are extra to these prices.

| Description | Bid Price |
|--|----------------------------|
| All-inclusive price for work outlined in Annex “A” – Statement of Work | All applicable taxes extra |

Payment Schedule

| | Deliverables | % Paid | Price |
|----|--|--------|-------|
| 1. | Completion, delivery and acceptance of Deliverable 1 and 2 – the Project Work Plan and Methodology | 15% | |
| 2. | Completion, delivery and acceptance of deliverable 3 through 8 – organizational review | 60% | |
| 3. | Completion, delivery and acceptance of deliverable 9 through 12 | 25% | |
| | TOTAL | | |

Company Name: _____

Name of Representative: _____

Signature: _____ Date: _____

ANNEX “C” – LANGUAGE PROFICIENCY

| Language Proficiency Grid Legend | Oral | Comprehension | Written |
|---|--|---|--|
| Basic | <p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • ask and answer simple questions; • give simple instructions; and • give uncomplicated directions relating to routine work situations. | <p>A person reading at this level can:</p> <ul style="list-style-type: none"> • fully understand very simple texts; • grasp the main idea of texts about familiar topics; and • read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. | <p>A person writing at this level can:</p> <ul style="list-style-type: none"> • write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person. |
| Intermediate | <p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • sustain a conversation on concrete topics; report on actions taken; • give straightforward instructions to employees; and • provide factual descriptions and explanations. | <p>A person reading at this level can:</p> <ul style="list-style-type: none"> • grasp the main idea of most work-related texts; • identify specific details; and • distinguish main from subsidiary ideas. | <p>A person writing at this level can:</p> <ul style="list-style-type: none"> • deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary. |
| Advanced | <p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • support opinions; and understand and express hypothetical and conditional ideas. | <p>A person reading at this level can:</p> <ul style="list-style-type: none"> • understand most complex details, inferences and fine points of meaning; and • have a good comprehension of specialized or less familiar material. | <p>A person writing at this level can:</p> <ul style="list-style-type: none"> • write texts where ideas are developed and presented in a coherent manner. |



ANNEX "D" – REFERENCE FORM

Please replicate this form for all project references

| | |
|--|--|
| Bidder Name | |
| Name and title of proposed Team Resource | |
| Project title | |
| Organization | |
| Project Lead | |
| Title | |
| E-mail address | |
| Telephone number | |
| Start and End date of contract | |
| Brief project summary | |
| Role of the proposed resource person and relevant duties performed | |
| Client satisfaction – to be completed by the Senate | |



ANNEX "E" – NON-DISCLOSURE FORM

The contractor hereby acknowledges that information disclosed to the contractor in the course of work performed under [IDENTIFY CONTRACT] may be confidential, subject to parliamentary privilege, or both; and agrees as follows:

1. Application

- 1.1 For the purposes of this annex, a reference to the contractor in sections 1 to 4 includes their affiliates, directors, officers, employees, subcontractors, agents, representatives and any other individual involved in the performance of work under [IDENTIFY CONTRACT]. The contractor will be responsible for any breach of the obligations contained in this annex by any such affiliates, directors, officers, employees, contractors, agents, representatives or individuals involved in the performance of work under the contract.
- 1.2 This annex applies to all Senate information obtained by the contractor in the course of work performed under [IDENTIFY CONTRACT].
- 1.3 Despite section 1.1, this annex does not apply to information that
 - a. is or becomes available to the public in a manner outside the contractor's control;
 - b. is or becomes known or available to the contractor on a non-confidential basis; or
 - c. is in the contractor's possession at the signing of this annex.

2. General obligation to secrecy

- 2.1 The contractor will keep Senate information obtained in the course of work performed under [IDENTIFY CONTRACT] confidential and will not, without consent from the appropriate Senate authority,
 - a. reproduce, copy, use, divulge, release or disclose the information, either in whole or in part, in any manner whatsoever, to any person other than an authorized Senate representative; or
 - b. use, directly or indirectly, the information at any time for any purpose other than in the performance of their obligations under [IDENTIFY CONTRACT].
- 2.2 The obligations contained in this annex will survive the completion of the work performed under [IDENTIFY CONTRACT] and will continue thereafter indefinitely.

3. Safety of Information

- 3.1 The contractor will comply with any written or oral instructions issued by the Senate in relation to the safeguarding of Senate information.
- 3.2 The contractor will report any inadvertent disclosure of information caused by their acts or omissions to the Senate as soon as practicable after its occurrence, and the contractor will cooperate with any investigation into a disclosure.
- 3.3 If disclosure of information subject to this annex is required by law, the contractor will so inform the Senate and will take any measure(s) necessary to resist disclosure until such time as the Senate has sought an appropriate legal remedy or waived compliance with this annex.
- 3.4 The contractor will return to the Senate any record containing information obtained in the course of work performed under [IDENTIFY CONTRACT] that is in the contractor's possession at the conclusion of their work. Upon confirmation of receipt of those records, the contractor will destroy any copies of the records in their possession and provide a certificate of destruction to the Senate.

4. No property interest

- 4.1 Any information that the contractor obtains or generates in the course of work performed under [IDENTIFY CONTRACT], or any work product generated by the contractor in the course of that work, is the property of the Senate.

5. Choice of law



5.1 This annex is governed by and construed in accordance with the laws in force in the province of Ontario.

6. Severability

6.1 If a court of competent jurisdiction determines that any provision of this annex is invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions will not in any way be affected or impaired by such a finding.

7. Privileges of the Senate preserved

7.1 Nothing in this annex will be construed as modifying or limiting the privileges, immunities and powers of the Senate.

7.2 The Senate may address a breach of the conditions contained in this annex as it deems fit.

Signature

Date

Name of contractor's authorized representative



**ANNEX "F" – SUPPLIER CREATION AND DIRECT DEPOSIT ENROLLMENT
FORM**



SENATE
SÉNAT
CANADA

FINANCE AND PROCUREMENT DIRECTORATE
DIRECTION DES FINANCES ET DE L'APPROVISIONNEMENT

SUPPLIER CREATION AND DIRECT DEPOSIT ENROLLMENT FORM

| | | |
|--|---|---|
| INSTITUTION – Please select: | SENATE OF CANADA | OFFICE OF THE SENATE ETHICS OFFICER |
| ACTION REQUIRED – Please select: | SUPPLIER CREATION | SUPPLIER MODIFICATION |
| REASON FOR ACTION OR COMMENT: | | |
| | | |
| SECTION 1 – SUPPLIER DETAILS – Please print | | |
| LEGAL NAME _____ | | TELEPHONE _____ |
| REMITTANCE NAME (if different from the legal name) _____ | | SUPPLIER URL ADDRESS (if applicable) _____ |
| ADDRESS | | |
| STREET _____ | | CITY _____ |
| POSTAL CODE _____ | PROVINCE _____ | COUNTRY _____ |
| REMITTANCE ADDRESS (if different from above address) | | |
| STREET _____ | | CITY _____ |
| POSTAL CODE _____ | PROVINCE _____ | COUNTRY _____ |
| CORPORATION: | | TAX-EXEMPT |
| CANADIAN | U.S. | OTHER FOREIGN COUNTRY |
| CONTRACTOR/SOLE PROPRIETOR (INDIVIDUAL CHARGING SALES TAXES) | | Please indicate your HST/GST number |
| | | |
| CONTRACTOR/SOLE PROPRIETOR (INDIVIDUAL IS NOT CHARGING SALES TAXES) | | Please indicate your SOCIAL INSURANCE NUMBER |
| | | |
| SECTION 2 – SUPPLIER PAYMENT DETAILS | | |
| CANADIAN DOLLARS | OTHER CURRENCY _____ (by cheque only) | |
| METHOD OF PAYMENT | | |
| CHEQUE | DIRECT DEPOSIT (C\$ only)* *Please attach a blank cheque with "VOID" written on or other related banking documents (<i>recommended</i>) | SENATE CREDIT CARD |
| DIRECT DEPOSIT EMAIL PAYMENT NOTIFICATION | | |
| EMAIL ADDRESS 1 _____e | | EMAIL ADDRESS 2 _____e |
| SECTION 3 – CONSENT * | | |
| <i>*Note: If a corporation, an authorized signing officer must complete and sign this form.</i> | | |
| <i>I give my consent to the Senate of Canada to pay the invoices for the supplier identified in Section 1 through direct deposit to the financial institution that I have designated using the attached cheque with "VOID" written on it or my other attached related banking documents.</i> | | |
| CONTACT NAME _____ | | TITLE _____ |
| SIGNATURE _____ | | DATE _____ |

For contract or Purchase order please submit this completed and signed form (and supporting documents) to the Procurement Division of the Senate by e-mail to
For invoice please submit this completed and signed form (and supporting documents) by e-mail to