



Correctional Service
Canada

Service correctionnel
Canada

Your file Votre référence

Our file Notre référence
21301-14-1939985

BID SOLICITATION

SERVICES EMPLOYABILITY IN INSTITUTIONS

BID SOLICITATION NO.: **21301-14-1939985**
CLOSING DATE: **June 25, 2013**
CLOSING TIME: **2:00 p.m.**

Issued by:
VINCENT FOURNIER
MATERIEL RESOURCES DIVISION
Correctional Service of Canada
250 Montée St-François, Laval
QUEBEC
H7C 1S5

Signature of Bidder

Vendor/Firm Name and Address :
Telephone N° :
Fax N° :
Name and Title of Authorized Representative of Vendor/Firm (print or type):
Signature _____
Date:

Table of Contents

Part I Bidder Instructions and Conditions	1
1. Enquiries during Solicitation Period	1
2. Right to Negotiate or Cancel	1
3. Bid Validity Period	1
4. Conditions of the Bid Solicitation and Resulting Contract.....	1
5. Code of Conduct for Procurement	1
6. Supplier Registration Information (SRI)	2
7. Vendor Performance	2
8. Debriefing	3
Part 2 Bid Preparation Instructions	4
1. Signature of Bid by Bidder and Definition of “Bidder”	4
2. Bid Preparation Instructions	4
2.1 Section 1: Technical Proposal Preparation.....	4
2.2 Section 2: Cost Determination Preparation.....	4
2.3 Section 3: Certifications (see Annex C): one (1) copy	9
3. Submission of Bids.....	9
Part 3 Contract Clauses resulting from Bid Solicitation	10
1. Terms and Conditions of Resulting Contract	10
2. Period of Work	10
3. Project Manager.....	10
4. Contracting Authority.....	10
5. Inspection and Acceptance	10
6. Intellectual Property	10
ANNEX A – Statement of Work	11
1. Background	11
2. Objectives.....	11
3. Scope	11
4. Tasks:.....	11
5. Guidance	13
6. Performance Management.....	13
7. Restrictions	14
8. Language of work.....	14
9. Travel	14
10. Scheduled meetings.....	14
11. Deliverables	15
Annex B – Evaluation Criteria and Procedures	16
1. Evaluation Criteria.....	16
1.1 Mandatory Requirements.....	18
1.2 Evaluation Procedures and Contractor Selection Method	21
Part 4 – Pricing	22
Annex C – Certifications	31
Appendix A, B et E	37

NOTE TO POTENTIAL BIDDERS

Contractor's Legal Status

This is a request for the performance of a service only and nothing shall be construed to constitute an offer of employment. The successful Contractor will be engaged under the contract as an independent Contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of Canada. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made, including those required for the Canada Pension Plan, Quebec Pension Plan, Employment Insurance, Worker's Compensation or Income Tax.

PART I BIDDER INSTRUCTIONS AND CONDITIONS

1. Enquiries during Solicitation Period

Any questions or enquiries regarding this Bid Solicitation must be submitted in writing to the Contracting Authority as soon as possible during the Solicitation Period.

Vincent Fournier
Regional Officer, Procurement and Contracting
450-661-9550, ext. 3298
vincent.fournier@csc-scc.gc.ca

Questions and enquiries must be received by the Contracting Authority at least five (5) working days before the Solicitation Closing Date (shown on the cover page herein) to allow enough time to respond. If enquiries or questions are received after that date, it may not be possible to respond to them before the Solicitation Closing Date. To ensure the consistency and quality of the information provided to Bidders, the Contracting Authority will provide, simultaneously to all Bidders, all information with respect to significant enquiries received, and the replies to such enquiries, without revealing the source of the enquiries.

2. Right to Negotiate or Cancel

Rights of Canada

Canada reserves the right to:

- reject any or all Bids received in response to this Bid Solicitation;
- further negotiate with Bidders in order to arrive at the most cost effective contract that is in keeping with the conditions of this Bid Solicitation;
- accept any Bid in whole or in part without prior negotiation;
- cancel and/or re-issue this Bid Solicitation at any time;
- award one or more contracts; and
- retain in its archives all Bids and all documents submitted in response to this Bid Solicitation.

3. Bid Validity Period

Bids submitted in response to this Bid Solicitation will remain valid for at least sixty (60) days after the Solicitation Closing Date, unless otherwise indicated by Canada in this Bid Solicitation.

EXTENDING THE BID VALIDITY PERIOD: Canada may ask Bidders to extend the validity period of their Bids if it determines that the validity period is not sufficient for the evaluation and contract award. If Canada asks Bidders to extend the validity period of their Bids, they may refuse to do so, in which case Canada will continue its evaluation without considering their Bids.

4. Conditions of the Bid Solicitation and Resulting Contract

By signing, the Bidder accepts the conditions governing the contract resulting from the Bid Solicitation as stated herein. No modification or other terms and conditions included in the Bidder's Bid will be applicable to the resulting contract, even if the Bidder's Bid were to become part of that contract.

5. Code of Conduct for Procurement

According to the Code of Conduct for Procurement, Bidders must respond to Bid Solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the Bid Solicitation and resulting contract, submit Bids and enter into contracts only if they are able to fulfill all

obligations of the Contract. To ensure fairness, openness and transparency in the award process, the following activities are prohibited:

- a) payment of a contingency fee by any party to a contract to a person to whom the *Lobbyists Registration Act*, R.S. 1985, c. 44 (4th Supplement) applies;
- b) bribery and collusion during the process of awarding any contract for the provision of good and services.

By signing, the Bidder certifies that it meets the above requirements.

Bidders further understand that the commission of certain offences may render them ineligible to be awarded a contract. By submitting a Bid, the Bidder declares that it has never been convicted of an offence under Section 121 (*Frauds on the government and Contractor subscribing to election fund*), Section 124 (*Selling or purchasing office*), Section 380 (*Fraud against Her Majesty*) or Section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or under paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or Section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.

Furthermore, Bidders agree that compliance with the Code of Conduct for Procurement is a condition of any contract resulting from this Solicitation.

6. Supplier Registration Information (SRI)

The service responsible for the Supplier Registration Information (SRI) has compiled a database of registered suppliers wishing to provide services to the federal government. The SRI is a central registration point for suppliers and enables government buyers to find, for low dollar value contracts, procurement sources that are not included *buyandsell.gc.ca*. We recommend that suppliers register with the SRI service and obtain a Procurement Business Number (PBN), which identifies them in the system. Since it may take two working days to process an application to register in the SRI system, if you do not yet have a PBN, it would be advisable to obtain one to avoid possible delays. You can register directly on line at <https://buyandsell.gc.ca>. For non-Internet registration, suppliers may contact the Buy and Sell InfoLine at 1-800-811-1148 or, in the National Capital Area, at 819-956-3440, to obtain the telephone number of the nearest Supplier Registration Agent.

Since the SRI can be accessed by all government departments and agencies, it enables companies to expand their customer base. The government is in the process of standardizing its trade processes and ultimately the PBN will become the common identification number for all government purchasing and payment systems. We strongly recommend that you obtain your PBN as soon as possible through the SRI service.

7. Vendor Performance

1. Canada may reject a Bid where any of the following circumstances is present:

- a) The Bidder or any employee or subcontractor included as part of the Bid has been convicted under Section 121 (*"Frauds on the government"* and *"Contractor subscribing to election fund"*), 124 (*"Selling or purchasing office"*), or 418 (*"Selling defective stores to Her Majesty"*) of the Criminal Code of Canada, or under paragraph 80(1)(d) (*"False entry, certificate or return"*), subsection 80(2) (*"Fraud against Her Majesty"*) or Section 154.01 (*"Fraud against Her Majesty"*) of the *Financial Administration Act*; or
- b) The Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which renders the Bidder ineligible to submit a Bid within the scope of the work;
- c) An employee or subcontractor included as part of the Bid is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which would render that employee or subcontractor ineligible to participate in the work or the portion of the work the employee or subcontractor is to perform;

d) With respect to current or prior transactions with the Government of Canada:

1. the Bidder has declared bankruptcy or cannot, for whatever reason, remain operable for an extended period;
2. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its Bid;
3. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract awarded to the Bidder, any of its employees or any subcontractor included as part of its Bid;
4. Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to deem it incapable of meeting the requirement being bid on.

2. Where Canada intends to reject a Bid pursuant to a provision of subsection 1, other than 1.(b), the Contracting Authority will so inform the Bidder and give the Bidder ten (10) days to make representations on its own behalf, before making a final decision on the Bid rejection.

8. Debriefing

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

PART 2 BID PREPARATION INSTRUCTIONS

1. Signature of Bid by Bidder and Definition of “Bidder”

- a) Canada requires that each Bid be signed by the Bidder or by an authorized representative of the Bidder. The Bidder's Bid should be signed when submitted on the Bid Closing Date. However, where Canada determines that the Bidder has omitted to sign the Bid as required in this Solicitation, Canada will give the Bidder 24 hours to submit the requisite signature page.
- b) In this Bid Solicitation, “Bidder” means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a Bid to perform a contract, and does not include the parent company, subsidiaries or other affiliates of the Bidder, or its subcontractors.

Note to Bidders: Bidders can sign their Bids by copying the front page of this Solicitation, signing it, and submitting it with their Bid or by including a signature page in a prominent location in their Bid.

2. Bid Preparation Instructions

N.B. BIDS SUBMITTED BY ELECTRONIC MAIL OR FAX WILL NOT BE ACCEPTED.

BID AND PRE-AWARD COSTS: No payment shall be made for costs incurred to prepare and submit a Bid in response to this Bid Solicitation. No payment shall be made for costs incurred to obtain clarification(s) required by Canada.

Bidders are requested to prepare their Bid in three (3) separate sections as follows:

Section 1 – Technical Proposal (with no reference to price): two (2) copies

Section 2 – Cost Determination: one (1) copy

Section 3 – Annex C – Certifications: one (1) copy

2.1 Section 1: Technical Proposal Preparation

2.1.1 In the Technical Bid, Bidders should demonstrate their understanding of the requirements of the Statement of Work in **Annex A** as well as how they will meet the requirements in **Annex B** or meet all of the requirements described in this Bid Solicitation.

Two (2) copies of the Technical Proposal are required.

THE TECHNICAL PROPOSAL MUST NOT INCLUDE ANY INFORMATION RELATING TO THE COST DETERMINATION.

2.2 Section 2: Cost Determination Preparation

2.2.1 Only one (1) copy of the Cost Determination is required.

Bidders are requested to submit their Cost Determination (single copy) in an **envelope separate** from their Technical Proposal.

2.2.2 Bidders must submit a fixed price for the services described in this document. The quoted prices are exclusive of the GST/HST.

Bidders must follow the following format when they submit their Financial Bid.

	ESTIMATED TARGETS TO BE MET	COST LIMIT	TOTAL
Cost per offender for each component		a) b) c) d)	

No other costs will be accepted.

- a) The amount in the table shall comprise all costs required to perform the work, including but not limited to salaries, general and administrative expenses, and profits.
- b) All the prices must be exclusive of GST/HST and include travel expenses.
- c) Payment will be made on presentation of invoices detailing the chargeable phase and the invoicing period on a monthly basis. Invoices will be in accordance with the costs specified in Section MP4 of the resulting contract.
- d) A Bidder whose proposed pricing does not comply with the format outlined in Part 5 - Pricing, or who presents more than one proposed pricing schedule, may cause its Financial Bid to be deemed non-compliant.
- e) All travel expenses incurred by the subcontractor in the performance of its duties described in the Statement of Work will remain the responsibility of the subcontractor.

2.2.3 Travel and living expenses

When applicable, estimated travel and living expenses will be reimbursed at cost without any allowance for profit. Per diem and kilometrage allowances will be based on Treasury Board rates in effect at the time of travel and when the expenses were incurred, with the project manager’s prior approval.

2.2.4 Cost of contract

The cost of this contract, including travel costs and options, should NOT exceed **1 134 000 \$** (excluding HST). The Bidder may submit a bid for more than one institution.

Archambault / Ste-Anne-des-Plaines Institutions

The cost of this contract, including travel expenses, must not exceed \$96,000.00 (excluding GST and HST) for the period of one year, from July 1st to June 30th 2014. For all employment preparation services and job placements, **a maximum of \$1,200.00 per case will be allotted.**

The following is the limit that will be approved for each of the components identified in point 4.2.1.

- (a) \$500.00 Consult the employability assessment report produced during the initial or subsequent assessment and revise the personalized orientation plan. Inform offenders about the actual job market conditions, as well as education and training programs. Plan the course of action. Give the PO an update.
- (b) \$300.00 Carry out interventions to support a job placement, enrolment in an educational program or vocational training in the community, in accordance with the established action plan. (for example: production of résumés, reference letters, contacts with employers and/or educational institutions).

- (c) \$50.00 per document to a maximum of \$100.00. Take steps with the offender to obtain various documents that are useful and necessary for placement: birth certificates, social insurance cards and driver's licence.
- (d) Finalize the job placement in the community, if necessary. If the work leads to a job offer in the community, the difference between the amount already granted for one or more points a), b) or c) and \$1,200.00 will be paid.

Federal Training center / Montée St-François Institutions

The cost of this contract, including travel expenses, must not exceed \$108,000.00 (excluding GST and HST) for the period of one year, from July 1st to June 30th 2014. For all employment preparation services and job placements, **a maximum of \$1,200.00 per case will be allotted.**

The following is the limit that will be approved for each of the components identified in point 4.2.1.

- a) \$500.00 Consult the employability assessment report produced during the initial or subsequent assessment and revise the personalized orientation plan. Inform offenders about the actual job market conditions, as well as education and training programs. Plan the course of action. Give the PO an update.
- b) \$300.00 Carry out interventions to support a job placement, enrolment in an educational program or vocational training in the community, in accordance with the established action plan. (for example: production of résumés, reference letters, contacts with employers and/or educational institutions).
- c) \$50.00 per document to a maximum of \$100.00 Take steps with the offender to obtain various documents that are useful and necessary for placement: birth certificates, social insurance cards and driver's licence.
- d) Finalize the job placement in the community, if necessary. If the work leads to a job offer in the community, the difference between the amount already granted for one or more points a), b) or c) and \$1,200.00 will be paid.

Cowansville Institution

The cost of this contract, including travel expenses, must not exceed \$42,000.00 (excluding GST and HST) for the period of one year, from July 1st to June 30th 2014. For all employment preparation services and job placements, **a maximum of \$1,200.00 per case will be allotted.**

The following is the limit that will be approved for each of the components identified in point 4.2.1.

- (a) \$500.00 Consult the employability assessment report produced during the initial or subsequent assessment and revise the personalized orientation plan. Inform offenders about the actual job market conditions, as well as education and training programs. Plan the course of action. Give the PO an update.
- (b) \$300.00 Carry out interventions to support a job placement, enrolment in an educational program or vocational training in the community, in accordance with the established action plan. (for example: production of résumés, reference letters, contacts with employers and/or educational institutions).
- (c) \$50.00 per document to a maximum of \$100.00 Take steps with the offender to obtain various documents that are useful and necessary for placement: birth certificates, social insurance cards and driver's licence.
- (d) Finalize the job placement in the community, if necessary. If the work leads to a job offer in the community, the difference between the amount already granted for one or more points a), b) or c) and \$1,200.00 will be paid.

Donnacona Institution

The cost of this contract, including travel expenses, must not exceed \$18,000.00 (excluding GST and HST) for the period of one year, from July 1st to June 30th 2014. For all employment preparation services and job placements, **a maximum of \$1,200.00 per case will be allotted.**

The following is the limit that will be approved for each of the components identified in point 4.2.1.

- (a) \$500.00 Consult the employability assessment report produced during the initial or subsequent assessment and revise the personalized orientation plan. Inform offenders about the actual job market conditions, as well as education and training programs. Plan the course of action. Give the PO an update.
- (b) \$300.00 Carry out interventions to support a job placement, enrolment in an educational program or vocational training in the community, in accordance with the established action plan. (for example: production of résumés, reference letters, contacts with employers and/or educational institutions).
- (c) \$50.00 per document to a maximum of \$100.00. Take steps with the offender to obtain various documents that are useful and necessary for placement: birth certificates, social insurance cards and driver's licence.
- (d) Finalize the job placement in the community, if necessary. If the work leads to a job offer in the community, the difference between the amount already granted for one or more points a), b) or c) and \$1,200.00 will be paid.

Drummond Institution

The cost of this contract, including travel expenses, must not exceed \$42,000.00 (excluding GST and HST) for the period of one year, from July 1st to June 30th 2014. For all employment preparation services and job placements, **a maximum of \$1 200.00 per case will be allotted.**

The following is the limit that will be approved for each of the components identified in point 4.2.1.

- (a) \$500.00 Consult the employability assessment report produced during the initial or subsequent assessment and revise the personalized orientation plan. Inform offenders about the actual job market conditions, as well as education and training programs. Plan the course of action. Give the PO an update.
- (b) \$300.00 Carry out interventions to support a job placement, enrolment in an educational program or vocational training in the community, in accordance with the established action plan. (for example: production of résumés, reference letters, contacts with employers and/or educational institutions).
- (c) \$50.00 per document to a maximum of \$100.00. Take steps with the offender to obtain various documents that are useful and necessary for placement: birth certificates, social insurance cards and driver's licence.
- (d) Finalize the job placement in the community, if necessary. If the work leads to a job offer in the community, the difference between the amount already granted for one or more points a), b) or c) and \$1,200.00 will be paid.

Joliette Institution

The cost of this contract, including travel expenses, must not exceed \$18,000.00 (excluding GST and HST) for the period of one year, from July 1st to June 30th 2014. For all employment preparation services and job placements, **a maximum of \$1 200.00 per case will be allotted.**

The following is the limit that will be approved for each of the components identified in point 4.2.1.

- (a) \$500.00 Consult the employability assessment report produced during the initial or subsequent assessment and revise the personalized orientation plan. Inform offenders about the actual job market conditions, as well as education and training programs. Plan the course of action. Give the PO an update.
- (b) \$300.00 Carry out interventions to support a job placement, enrolment in an educational program or vocational training in the community, in accordance with the established action plan. (for example: production of résumés, reference letters, contacts with employers and/or educational institutions).
- (c) \$50.00 per document to a maximum of \$100.00. Take steps with the offender to obtain various documents that are useful and necessary for placement: birth certificates, social insurance cards and driver's licence.
- (d) Finalize the job placement in the community, if necessary. If the work leads to a job offer in the community, the difference between the amount already granted for one or more points a), b) or c) and \$1 200.00 will be paid.

La Macaza Institution

The cost of this contract, including travel expenses, must not exceed \$36,000.00 (excluding GST and HST) for the period of one year, from July 1st to June 30th 2014. For all employment preparation services and job placements, **a maximum of \$1 200.00 per case will be allotted.**

The following is the limit that will be approved for each of the components identified in point 4.2.1.

- (a) \$500.00 Consult the employability assessment report produced during the initial or subsequent assessment and revise the personalized orientation plan. Inform offenders about the actual job market conditions, as well as education and training programs. Plan the course of action. Give the PO an update.
- (b) \$300.00 Carry out interventions to support a job placement, enrolment in an educational program or vocational training in the community, in accordance with the established action plan. (for example: production of résumés, reference letters, contacts with employers and/or educational institutions).
- (c) \$50.00 per document to a maximum of \$100.00. Take steps with the offender to obtain various documents that are useful and necessary for placement: birth certificates, social insurance cards and driver's licence.
- (d) Finalize the job placement in the community, if necessary. If the work leads to a job offer in the community, the difference between the amount already granted for one or more points a), b) or c) and \$1,200.00 will be paid.

Port-Cartier Institution

The cost of this contract, including travel expenses, must not exceed \$18,000 (excluding GST and HST) for the period of one year, from July 1st to June 30th 2014. For all employment preparation services and job placements, **a maximum of \$1,200.00 per case will be allotted.**

The following is the limit that will be approved for each of the components identified in point 4.2.1.

- (a) \$500.00 Consult the employability assessment report produced during the initial or subsequent assessment and revise the personalized orientation plan. Inform offenders about the actual job market conditions, as well as education and training programs. Plan the course of action. Give the PO an update.
- (b) \$300.00 Carry out interventions to support a job placement, enrolment in an educational program or vocational training in the community, in accordance with the established action plan. (for example: production of résumés, reference letters, contacts with employers and/or educational institutions).

- (c) \$50.00 per document to a maximum of \$100.00. Take steps with the offender to obtain various documents that are useful and necessary for placement: birth certificates, social insurance cards and driver's licence.
- (d) Finalize the job placement in the community, if necessary. If the work leads to a job offer in the community, the difference between the amount already granted for one or more points a), b) or c) and 1,200.00 will be paid.

2.2.5 Goods and Services Tax (GST) / Harmonized Sales Tax (HST)

Prices quoted do not include the Goods and Services Tax (GST) / Harmonized Sales Tax (HST) as applicable. All amounts shown in the Bid or resulting contract do not include GST/HST unless otherwise indicated. Bids will be evaluated without GST/HST. As far as possible, the GST/HST will be shown as a separate item and be included in all invoices and progress payments and will be paid by Canada. The Contractor agrees to remit to the Canada Revenue Agency any GST/HST paid or due.

2.2.6 Pricing Review

Bidders are advised that a review of the proposed pricing may be required by Canada. Detailed supporting data may be requested by Canada to verify the proposed rates and other charges.

In the event of an error in extension or addition of prices, the unit price will prevail.

2.3 Section 3: Certifications (see Annex C): one (1) copy

A single copy of the completed and signed certifications is required.

Bidders are requested to submit their Certifications (single copy) in an **envelope separate** from their Technical Proposal.

3. Submission of Bids

Your Bid is to be addressed as follows and **must be received on or before June 25, 2013 at 2:00 p.m., CLOSING DATE AND TIME FOR THE SUBMISSION OF BIDS.**

Bids by regular mail, express and delivery to our bids office, will be received at the office designated for the receipt of Bids, on or before the Closing Time and Date, at the following locations at the Bidder's discretion:

Office designated for the receipt of Bids

REGULAR MAIL, EXPRESS AND DELIVERY TO OUR BIDS OFFICE

Correctional Service of Canada
Materiel Resources Division
250 Montée St-François
Laval (Quebec) H7C 1S5
Telephone: 450-661-9550 ext. 3223 or 3302

DELIVERY HOURS TO OUR BIDS OFFICE ARE FROM 8 AM TO 12 NOON AND FROM 1 PM TO 3:30 PM.

The following information must appear on the outside of the Bid envelope:

- Bid Number: **21301-14-1939985**
- Closing Date: **June 25, 2013**

N.B. Correctional Service of Canada (CSC) will not reimburse costs incurred by Bidders to prepare their Bids.

LATE BIDS: CSC will return, unopened, Bids submitted after the stipulated Closing Date and Time.

PART 3 CONTRACT CLAUSES RESULTING FROM BID SOLICITATION

1. Terms and Conditions of Resulting Contract

The general terms and conditions and clauses or appendix part of this Bid Solicitation and any resulting contract, subject to any other express terms and conditions.

2. Period of Work

The work covered in the contract will be carried out during the period commencing on the July 1st 2013 and ending on June 31, 2014, inclusive and two options of 12 months each.

3. Project Manager

Regional manager, Education employability
Correctional Service of Canada
3 Place Laval, second floor
Laval (Québec) H7N 1A2

The Project Manager or his/her designated representative will be responsible for monitoring the progress of the work and compliance with the technical requirements, and for accepting and approving the deliverables. Any proposed changes to the scope of work may be discussed with the Project Manager, but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

4. Contracting Authority

Vincent Fournier
Correctional Service of Canada
250, Montée St-François
Laval (Québec) H7C 1S5
Téléphone: 450-661-9550, ext. 3298
Télécopieur: 450-664-6626
Courriel: vincent.fournier@csc-scc.gc.ca

The Contracting Authority is responsible for all matters related to the content of the contract.

5. Inspection and Acceptance

All work performed and all deliverables submitted under the proposed contract are subject to inspection and acceptance by the Project Manager designated herein.

6. Intellectual Property

Ownership of any foreground intellectual property arising out of the proposed contract will vest with the Contractor.

ANNEX A – STATEMENT OF WORK

1. Background

- 1.1 The primary mission of the Correctional Service of Canada (CSC) is to ensure public safety by allowing offenders to develop the attitudes, values and behaviours of law-abiding citizens through various programs. In this context, CSC recognizes that access to employment is a main contributing factor in the correctional strategy.

Therefore, CSC has set the objective to increase the number of offenders who are employed during their release.

2. Objectives

- 2.1 Provide job preparation services to offenders incarcerated in federal penitentiaries in the Quebec Region to facilitate their reintegration into society by accompanying them in their efforts to return to the workforce by finding significant and stable employment.

3. Scope

- 3.1 Physically present in our institutions, the Contractor shall provide job preparation and support services to incarcerated offenders. These services include administrative services, case management services, report writing and, in particular, the creation and maintenance of partnerships with the employers.

4. Tasks:

- 4.1 The Contractor shall provide services in the following areas:

- (a) Operational requirements
- (b) Case management
- (c) Community and employer partnerships
- (d) Reporting

4.1.2 Operational Requirements

Operational requirements refer to the baseline facility and administration requirements necessary for the successful delivery of job support services, taking into consideration the risks presented by offenders.

4.1.3 Contractor facilities:

- (a) Unless otherwise indicated by the Project Authority, the Contractor must be able to provide services in our own facilities.
- (b) Our facilities are located in our institutions (see section 2).
- (c) CSC provides the telephone, fax machine, photocopier and computer.
- (d) The Contractor shall, under direct supervision in our facilities, provide offenders with access to a telephone, fax machine and computer (where permitted) for job search purposes.
- (e) The Project Authority must be able to contact the Contractor by telephone, fax and e-mail.

4.1.4 Administration:

- (a) The Contractor must guarantee the provision of services during normal office hours, from Monday to Friday (from 8:00 a.m. to 4:00 p.m.), with the exception of holidays observed by the federal government of Canada. New Year's Day, Good Friday, Easter Monday, Victoria Day,

Saint-Jean Baptiste Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

- (b) At the request of the Project Authority, the Contractor may be required to provide services outside normal business hours (8:00 a.m to 4:00 p.m.), such as in the late afternoon and/or evening.
- (c) The Contractor shall provide backup personnel to ensure that there will not be any interruption in service and that the Government of Canada's operational requirements are met when the Contractor is unable to provide services (for reasons including, but not limited to, leave or illness) The Contractor shall submit to the Project Authority, for approval, the names, addresses, qualifications and experience of all backup personnel to be employed by the Contractor to provide the services under contract. The Contractor shall submit any subsequent changes in backup personnel to the Project Authority for approval. Any backup personnel replacements shall have similar qualifications and experience and shall be deemed acceptable by the Government of Canada.

4.2 CASE MANAGEMENT

Case management involves the services required to assess offenders' needs, establish employment objectives and provide support to help offenders find and keep jobs.

On a referral from the Case Management Officer (PO), the Contractor must provide the following case management services:

4.2.1 Job preparation and research assistance services:

- (a) Consult the employability assessment report produced during the initial or subsequent assessment and revise the personalized orientation plan. Inform offenders about the actual job market conditions, as well as education and training programs. Plan the course of action. Give the PO an update.
- (b) Carry out interventions to support a job placement, enrolment in an educational program or vocational training in the community, in accordance with the established action plan. production of résumés, reference letters, contacts with employers and/or educational institutions).
- (c) Take steps with the offender to obtain various documents that are useful and necessary for placement: birth certificates, social insurance cards and driver's licences.
- (d) Finalize the job placement in the community, if necessary.

4.2.2 Governance:

- (a) The Contractor must work with the programs manager and the offender's parole officer throughout the program. The Contractor will contact the programs manager or parole officer if:
 - (i) the offender quits the program;
 - (ii) the offender misses an appointment with the Contractor or a possible employer (if the offender is authorized to go there from the institution);
 - (iii) the offender gets a job;
 - (iv) the Contractor has any information considered relevant to the progress made by the offender in securing employment.

4.3 COMMUNITY AND EMPLOYER PARTNERSHIPS

The Contractor shall establish and maintain partnerships with the community and employers. To meet this requirement, the Contractor must carry out the following activities:

4.3.1 Promotion:

- (a) Conduct marketing activities to ensure that employers and community partners are aware of the availability of offenders for potential employment.
- (b) Attend job fairs to meet potential employers and gain a clear understanding of their needs and their desired employee profiles.
- (c) Develop and maintain relationships with government organizations and employment services providers.
- (d) Proactively obtain local labour market information to identify new potential employers and employment opportunities, as well as trends in labour need areas.

4.3.2 Referrals

- (a) Accept requests from the Programs Manager and Parole Officer;
- (b) Accept self-referrals to the program, and inform the Parole Officer and the Project Manager.

4.4 REPORTING

- (a) The Contractor must record all information related to job preparation services (4.2.1) provided to offenders in the OMS through each step of the process. The Programs Manager ensures that the Contractor receives adequate training on how to use the Offender Management System (OMS) by making sure that the Contractor is able to save the services provided in the various reports, including entering the "V 20" codes in the "certificate/diplomas" section.
- (b) Every three months, the Project Authority will check the files for which meetings were held or steps were taken based on the information recorded in the OMS by the Contractor.

5. Guidance

- 5.1 The CSC Project Authority will provide orientation to the Contractor in any areas deemed applicable to the delivery of this contract (e.g. OMS and security procedures). The person responsible for the contract performance may be called upon to conduct searches.

6. Performance Management

- 6.2 The minimum offender placement targets for this contract are:

Archambault : 35
Federal Training Center : 45
Cowansville : 35
Donnacona : 15
Drummond : 35
Joliette : 15
La Macaza : 30
Montée St-François : 45
Ste-Anne-des-Plaines : 45
Port-Cartier : 15

Total : 315

- 6.2 The Project Authority reserves the right, at his/her discretion, to review and/or modify the offender placement targets for this contract.
- 6.3 The Contractor must meet the expectations for services provided to the institution outlined in its contract.
- 6.4 Every three months, the Project Authority will examine the Contractor's performance in accordance with the expected services in point 4.2.1 of this contract.

- 6.5 If the Contractor does not provide the expected services to offenders, it must produce a report explaining why it did not meet expectations. The Project Authority may, at his/her discretion, require that the Contractor submit a written plan explaining the corrective measures that will be taken to meet expectations.
- 6.6 At a minimum, the Contractor is expected to carry out the activities listed in sections 4.2, 4.3 and 4.4 of this document.
- 6.7 The interventions described in section 4.2.1 must be completed and recorded in the OMS within 10 working days after their completion. The initial interview with the offender shall be conducted no later than ten (10) days after the CSC refers the case to the Contractor.
- 6.8 The action plan for meeting the offender's placement services needs shall include a job preparation activities plan, in accordance with sections 4.2.1, 4.2.2 and 4.3.1.
- 6.9 If there is a placement, the Contractor must produce a final report and enter it into the OMS within 10 working days after the start date of the job placement.

7. Restrictions

- 7.1 Security:
 - a) The Contractor shall comply with all security requirements.
- 7.2 Compliance with CSC policies:
 - a) The Contractor shall follow applicable CSC policies (*Commissioner's Directive 715*)
<http://www.csc-scc.gc.ca/text/plcy/cdshtm/715-cd-eng.shtml>
<http://www.csc-scc.gc.ca/text/plcy/cdshtm/715-2-cd-eng.shtml>
 - b) The Contractor shall maintain records in accordance with Government of Canada policies and directives on information management and recordkeeping, as well as CSC guides and directives, which can be found on the CSC website at the following link:
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?section=text&id=16552>

8 Language of work

The Contractor must provide all services in the offender's official language of choice, either English or French.

9. Travel

- 9.1 All travel expenses incurred by the Contractor in the performance of the activities described in this Statement of Work shall remain the responsibility of the Contractor.

10 Scheduled meetings

- 10.1 A start-up meeting will be held by the Project Authority to ensure that the Contractor understands the scope of work and to answer any questions the Contractor may have. In addition, quarterly meetings (location to be determined by the Project Authority) will be held to monitor work progress.
- 10.2 The Contractor shall participate in the Correctional Intervention Board meetings or case conferences at the request of the Programs Manager.
- 10.3 The Contractor shall participate in case conferences with CSC to discuss employment needs and prospects, and to communicate with appropriate parties on offender progress or changes.

- 10.4 The Project Authority reserves the right to schedule additional face-to-face meetings, as deemed necessary, based on how the project is progressing.
- 10.5 The Contractor shall immediately report to the Project Authority, by telephone and then by follow-up e-mail, any urgent issues that arise during the course of the work that could impact its progress.

11. Deliverables

Monthly payments

The Government of Canada will pay the amount due to the contractor monthly for the work completed during the invoiced month, as per the payment-related contract provisions if the following conditions are met:

- a) An exact and complete invoice was submitted along with any other document required by the terms of the contract, as per the relative invoicing instructions included in the contract.
- b) All the above-mentioned documents were checked by the Government of Canada.
- c) All the work completed was approved by the Government of Canada.
- d) the payment, with the approval of the Government of Canada, can never exceed 100% of the value of the contract.
- e) Each invoice must indicate the expenses incurred during the claim period, which must be described in accordance with the provisions of the contract regarding the terms of payment and applicable taxes;

ANNEX B – EVALUATION CRITERIA AND PROCEDURES

1. Evaluation Criteria

- a. The following elements of the Bid will be evaluated and rated in accordance with the evaluation criteria stated below.

1.1 Mandatory Requirements

- b. EVALUATION CRITERIA (Assessment criteria)

1. When addressing the mandatory evaluation criteria, the Bidder shall provide details on the level and scope of the relevant experience, qualifications and expertise of proposed contacts, as well as information on the mandatory requirements. The qualifications or expertise of the proposed contacts must be supported by project descriptions, and it must be specified where and how the experience, qualifications or expertise were gained. Unsupported statements regarding experience, qualification or expertise will not be considered by the evaluation team.
2. The bids must include the résumés of the proposed contacts (Project Manager/Person in Charge of Contract Performance), in support of the skills and expertise offered. The names and contact information of employment references must be provided for verification of the alleged professional experience. The Bidder must indicate in the résumés of the proposed contacts, the location of the information supporting the relevant experience for each mandatory evaluation criterion .
3. Experience gained after the bid closing date will not be taken into consideration.
4. For evaluation purposes,
 - (a) "Where" means the name of the employer, as well as the position and title of the proposed contacts;
 - (b) "When" means the start and end dates (for example, January 2000 to March 2002) of the period during which the proposed contact gained the qualification or experience;
 - (c) "How" means a clear description of the activities carried out by the proposed contact and the responsibilities this person had in the this position, during this period.
5. The Bidders are also advised that the month(s) of experience indicated for a project that overlaps another project mentioned will only be counted once. Example: if the first project is completed from July to December 2001 and the second project is completed from October 2001 to January 2001, the total months of experience for these two projects referenced is seven (7) months.
6. To facilitate the evaluation of bids, it is recommended that bidders address the mandatory criteria in the order that they appear below, numbering them in the same way.
7. The bid must address each of these criteria to demonstrate that it meets the requirements.
 - i) IF SOMEONE'S EXPERIENCE IS MENTIONED IN THE BID BUT DOCUMENTS ARE NOT PROVIDED INDICATING WHERE, WHEN AND HOW THAT PERSON ACQUIRED THE EXPERIENCE, IT WILL NOT BE CONSIDERED IN THE EVALUATION.
 - ii) All experience must be strictly work-related unless otherwise indicated. Time spent on education and/or training is not considered unless otherwise indicated. Experience must be proven through employment history.
 - iii) ***To facilitate Bid evaluation, it is recommended that in their Bid Bidders address the mandatory and rated criteria in the order in which they appear below, using the numbering indicated below.***

- iv) ***It is imperative that Contractors address each of these criteria to demonstrate that they meet the requirements.***
- v) Only documents received at the closing date will be considered for analysis in the contract award.

1.1 Mandatory Requirements

1.1.1 CERTIFICATIONS: Bidders must include the completed and signed Certifications 1 to 5 from Annex C with their Bids.

1.1.2 Company

Bidders must also propose at least one replacement contact. This replacement contact must also meet the mandatory requirements below:

<i>Mandatory criteria</i>				
Point	Mandatory criteria	Yes	No	Comments
M1	<p>Project Manager /Person in Charge of Contract Performance</p> <p>At least three (3) years of experience in providing job placement services to people facing many employment obstacles (people with a physical or mental disability, with a low income, with low literacy skills or a lack of education, disadvantaged populations, people from diverse ethnocultural groups and people with a criminal record).</p> <p>The experience must have been obtained during the seven (7) years preceding the bid closing date.</p> <p>Bidders must, at least, clearly indicate:</p> <ol style="list-style-type: none"> 1. where (client's name and address); 2. when (start and end days of the commitment period); 3. how the experience mentioned was gained (details on the tasks carried out by the proposed contact during the commitment period); 4. a reference. 			
M2	<p>Project Manager /Person in Charge of Contract Performance</p> <p>At least two (2) years of experience in working to create jobs with potential employers during the five (5) years preceding the bid closing date.</p> <p>Bidders must, at least, clearly indicate:</p> <ol style="list-style-type: none"> 1. where (client's name and address); 2. when (start and end days of the commitment period); 3. how the experience mentioned was gained (details on the tasks carried out by the proposed contact during the commitment period); 4. a reference. 			

M3	<p>Project Manager /Person in Charge of Contract Performance</p> <p>At least six (6) months of experience in keeping statistics on the services provided in job preparation and placement during the five (5) years preceding the bid closing date.</p> <p>Job preparation services are specialized employment services that aim to prepare offenders for employment and include professional guidance, résumé writing, obtaining certificates and other essential documents, such as social insurance cards, driver's licences, etc., as well as placement services.</p> <p>Bidders must, at least, clearly indicate:</p> <ol style="list-style-type: none"> 1. where (client's name and address); 2. when (start and end days of the commitment period); 3. how the experience mentioned was gained (details on the tasks carried out by the proposed contact during the commitment period); 4. a reference. 			
M4	<p>Project Manager /Person in Charge of Contract Performance</p> <p>Must meet CSC's security requirements before the contract is granted.</p>			

1.1.3 replacement contact

<i>Mandatory criteria</i>				
Point	Mandatory criteria	Yes	No	Comments
M1	<p>Project Manager /Person in Charge of Contract Performance</p> <p>At least three (3) years of experience in providing job placement services to people facing many employment obstacles (people with a physical or mental disability, with a low income, with low literacy skills or a lack of education, disadvantaged populations, people from diverse ethnocultural groups and people with a criminal record).</p> <p>The experience must have been obtained during the seven (7) years preceding the bid closing date.</p> <p>Bidders must, at least, clearly indicate:</p> <ol style="list-style-type: none"> 1. where (client's name and address); 2. when (start and end days of the 			

	<p>commitment period);</p> <p>3. how the experience mentioned was gained (details on the tasks carried out by the proposed contact during the commitment period);</p> <p>4. a reference.</p>			
M2	<p>Project Manager /Person in Charge of Contract Performance</p> <p>At least two (2) years of experience in working to create jobs with potential employers during the five (5) years preceding the bid closing date.</p> <p>Bidders must, at least, clearly indicate:</p> <ol style="list-style-type: none"> 1. where (client's name and address); 2. when (start and end days of the commitment period); 3. how the experience mentioned was gained (details on the tasks carried out by the proposed contact during the commitment period); 4. a reference. 			
M3	<p>Project Manager /Person in Charge of Contract Performance</p> <p>At least six (6) months of experience in keeping statistics on the services provided in job preparation and placement during the five (5) years preceding the bid closing date.</p> <p>Job preparation services are specialized employment services that aim to prepare offenders for employment and include professional guidance, résumé writing, obtaining certificates and other essential documents, such as social insurance cards, driver's licences, etc., as well as placement services.</p> <p>Bidders must, at least, clearly indicate:</p> <ol style="list-style-type: none"> 1. where (client's name and address); 2. when (start and end days of the commitment period); 3. how the experience mentioned was gained (details on the tasks carried out by the proposed contact during the commitment period); 4. a reference. 			
M4	<p>Project Manager /Person in Charge of Contract Performance</p>			

	Must meet CSC's security requirements before the contract is granted.			
--	---	--	--	--

- 1.1.4 The proposed resource person or the replacement contact must have liability insurance coverage in effect for at least two (2) million each. Only for the wining supplier. **(Provide a copy of proof of insurance before contract award).**

All of the proposed personnel must be able to obtain CSC security clearance at the Enhanced Reliability level at the time of contract award.

References may be requested to confirm the reported experience.

1.2 Evaluation Procedures and Contractor Selection Method

- 1.2.1 Bids will be evaluated in accordance with the evaluation procedures and criteria defined in this Bid Solicitation and in conjunction with the accompanying Statement of Work.
- 1.2.2 The evaluation team reserves the right, but is not obliged, to do any of the following:
 - a) seek clarification or verify the accuracy of any information provided by the Bidder in connection with this Bid Solicitation;
 - b) contact anyone given as a reference by the Bidder and, at the Bidder's expense, interview that person and anyone proposed to do the work, with 48 hours' notice, in order to verify and confirm any information provided by the Bidder.

1.2.3 Contractor Selection Method

The CSC will review the Bids received, taking into account various factors including:

- Compliance with the clauses and conditions of this bid solicitation.
- For a Bid to be deemed acceptable (responsive), the Bidder shall demonstrate in its bid that it accepts and meets all of the mandatory requirements of the bid solicitation and the statement of work, by providing the relevant supporting documents. **Only documents received by the closing date will be evaluated.**

Documents that do not meet the **above conditions** will be disqualified. This bid solicitation may result in the awarding of more than one contract. The contracts will be awarded by institution (see *Part 5 - Pricing*). **Bidders may submit bids for one or more institutions.** The lowest-priced **responsive** bid, per institution, will be awarded the contract for the duration of the solicitation, with a firm first year and two optional years. If equal bids are submitted, CSC will award the contract to the Bidder with the most years of experience.

CSC reserves the right to reject any bid that does not comply with the bid solicitation.

If the Bidder provides the Government with the information requested on a promise of confidentiality and informs the Government of the confidential nature of the documents disclosed, the Government shall protect the confidentiality of such documents in accordance with the provisions of the Access to Information Act.

Mandatory at the time the contract is awarded – Security requirements

- a) Before the contract is awarded, the following conditions must be met:
 - (i) the Bidder's proposed project manager/person in charge of contract performance, who must have access to classified or protected information, property or work areas, must meet the security requirements;
 - (ii) the Bidder must provide the names of all persons who require access to classified or protected information, property or work areas, namely:
 - (1) the person's name as it appears on the request for security clearance:
 - (2) the person's date of birth:
 - (3) the level of security clearance and its expiry date:
 - (4) the file number of the Security Screening Certificate and Briefing Form:
- b) The Government of Canada will not defer awarding a contract to allow the bidders to obtain the required security clearance.
- c) In the case of a joint venture, all member companies must satisfy the security requirements.

PART 4 – PRICING

PRICING: The Contractor shall provide a firm price for each of the services specified below for each of the periods specified in this RFP(**1 year firm with a 2-year option of renewal**). (Note: Do not include GST or HST.)

Note: Regulations on the application of federal taxes on goods and services state that GST and HST apply to community-based employment services provided to individuals.

This bid may result in the awarding of more than one contract. Contracts shall be awarded by institution.

NOTE THAT INTERESTED BIDDERS MAY SUBMIT PROPOSALS FOR ONE OR MORE INSTITUTIONS.

Archambault / Ste-Anne-des-Plaines Institutions (Ste-Anne-des-Plaines)

The services shall be provided to offenders under Archambault / Ste-Anne-des-Plaines Institution's supervision, who are referred by the PO as defined in pages 5 and 6 of this document.

A) Firm year from July 1st 2013 to June 30th 2014

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	80	a) b) c) d)	

B) First optional year from July 1st 2014 to June 30th 2015

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	80	a) b) c) d)	

C) Second optional year from July 1st 2015 to June 30th 2016

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	80	a) b) c) d)	

GRAND TOTAL: (A+B+C)	
-----------------------------	--

Federal Training Center / Montée St-François Institutions (Saint Vincent-de-Paul, Laval)

The services shall be provided to offenders under Federal Training Center / St Vincent-de-Paul Institution's supervision, who are referred by the PO as defined in page 6 of this document.

A) Firm year from July 1st 2013 to June 30th 2014

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	90	a) b) c) d)	

B) First optional year from July 1st 2014 to June 30th 2015

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	90	a) b) c) d)	

C) Second optional year from July 1st 2015 to June 30th 2016

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	90	a) b) c) d)	

GRAND TOTAL: (A+B+C)	
-----------------------------	--

Cowansville Institution (Cowansville)

The services shall be provided to offenders under Cowansville Institution's supervision, who are referred by the PO as defined in page 6 of this document.

A) Firm year from July 1st 2013 to June 30th 2014

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	35	a) b) c) d)	

B) First optional year from July 1st 2014 to June 30th 2015

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	35	a) b) c) d)	

C) Second optional year from July 1st 2015 to June 30th 2016

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	35	a) b) c) d)	

GRAND TOTAL: (A+B+C)	
-----------------------------	--

Donnacona Institution (Donnacona)

The services shall be provided to offenders under Donnacona Institution's supervision, who are referred by the PO as defined in page 7 of this document.

A) Firm year from July 1st 2013 to June 30th 2014

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	15	a) b) c) d)	

B) First optional year from July 1st 2014 to June 30th 2015

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	15	a) b) c) d)	

C) Second optional year from July 1st 2015 to June 30th 2016

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	15	a) b) c) d)	

GRAND TOTAL: (A+B+C)	
-----------------------------	--

Drummond Institution (Drummondville)

The services shall be provided to offenders under Drummond Institution's supervision, who are referred by the PO as defined in page 7 of this document.

A) Firm year from July 1st 2013 to June 30th 2014

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	35	a) b) c) d)	

B) First optional year from July 1st 2014 to June 30th 2015

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	35	a) b) c) d)	

C) Second optional year from July 1st 2015 to June 30th 2016

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	35	a) b) c) d)	

GRAND TOTAL: (A+B+C)	
-----------------------------	--

Joliette Institution (Joliette)

The services shall be provided to offenders under Joliette Institution's supervision, who are referred by the PO as defined in pages 7 and 8 of this document.

A) Firm year from July 1st 2013 to June 30th 2014

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	15	a) b) c) d)	

B) First optional year from July 1st 2014 to June 30th 2015

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	15	a) b) c) d)	

C) Second optional year from July 1st 2015 to June 30th 2016

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	15	a) b) c) d)	

GRAND TOTAL: (A+B+C)	
-----------------------------	--

La Macaza Institution (La Macaza)

The services shall be provided to offenders under La Macaza Institution's supervision, who are referred by the PO as defined in page 8 of this document.

A) Firm year from July 1st 2013 to June 30th 2014

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	30	a) b) c) d)	

B) First optional year from July 1st 2014 to June 30th 2015

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	30	a) b) c) d)	

C) Second optional year from July 1st 2015 to June 30th 2016

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	30	a) b) c) d)	

GRAND TOTAL: (A+B+C)	
-----------------------------	--

Port-Cartier Institution (Port-Cartier)

The services shall be provided to offenders under Port-Cartier Institution's supervision, who are referred by the PO as defined in pages 8 and 9 of this document.

A) Firm year from July 1st 2013 to June 30th 2014

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	15	a) b) c) d)	

B) First optional year from July 1st 2014 to June 30th 2015

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	15	a) b) c) d)	

C) Second optional year from July 1st 2015 to June 30th 2016

	ESTIMATED TARGETS TO BE MET	COST LIMIT \$1,200	TOTAL
Cost per offender for each component	15	a) b) c) d)	

GRAND TOTAL: (A+B+C)	
-----------------------------	--

ANNEX C – CERTIFICATIONS

NOTE TO BIDDERS: THE FOLLOWING CERTIFICATION REQUIREMENTS APPLY TO THIS BID SOLICITATION. BIDDERS MUST COMPLETE THESE CERTIFICATIONS BY FILLING IN THE APPROPRIATE SPACES BELOW AND INCLUDE THE CERTIFICATIONS WITH THEIR BIDS.

CERTIFICATION 1

CERTIFICATION OF EDUCATION AND EXPERIENCE

"The Bidder hereby certifies that all the information provided in the resumes and supporting material submitted with the Bid, particularly as this information pertains to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that the individuals proposed by the Bidder to meet the requirement are capable of satisfactorily performing the Work described herein."

Name of Bidder

Name of Duly Authorized Representative of Bidder

Signature of Duly Authorized Representative of Bidder

Date

CERTIFICATION 2

CERTIFICATION OF STATUS AND AVAILABILITY OF PERSONNEL

By signing, the Bidder warrants that, should it be authorized to provide services under any contract resulting from this Solicitation, the persons proposed in its proposal shall be available to commence performance of the Work as required by the Project Manager and at the time specified herein or agreed to with the Project Manager.

If the Bidder has proposed any person to perform the Work who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from that person (or that person's employer) to propose the services of that person to perform the Work and to submit that person's resume to the Contracting Authority in response to this Bid Solicitation. The Bidder must, at the request of the Contracting Authority, provide a copy of the written permission for persons who are not the Bidder's employees. Failure to comply with such a commitment could disqualify the Bidder's Bid.

The Project Manager reserves the right to interview any personnel proposed to perform the contract, at no cost to the Department, to confirm that person's knowledge and experience.

Name of Bidder

Name of Duly Authorized Representative of Bidder

Signature of Duly Authorized Representative of Bidder

Date

CERTIFICATION 3

CERTIFICATION OF CODE OF CONDUCT FOR PROCUREMENT

According to the Code of Conduct for Procurement, Bidders must respond to Bid Solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the Bid Solicitation and resulting contract, submit Bids and enter into contracts only if they are able to fulfill all obligations of the Contract. To ensure fairness, openness and transparency in the award process, the following activities are prohibited:

- a) payment of a contingency fee by any party to a contract to a person to whom the *Lobbyists Registration Act*, R.S. 1985, c. 44 (4th Supplement) applies;
- b) bribery and collusion during the process of awarding any contract for the provision of good and services.

By signing, the Bidder certifies that it meets the above requirements.

Bidders further understand that the commission of certain offences may render them ineligible to be awarded a contract. By submitting a Bid, the Bidder declares that it has never been convicted of an offence under Section 121 (*Frauds on the government and Contractor subscribing to election fund*), Section 124 (*Selling or purchasing office*), Section 380 (*Fraud against Her Majesty*) or Section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or under paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or Section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.

Furthermore, Bidders agree that compliance with the Code of Conduct for Procurement is a condition of any contract resulting from this Solicitation.

Name of Bidder

Name of Duly Authorized Representative of Bidder

Signature of Duly Authorized Representative of Bidder

Date

CERTIFICATION 4

FORMER PUBLIC SERVANT CERTIFICATION

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with former public servants, Bidders must provide the information required below.

Definition

For the purposes of this clause,

"former public servant" means a 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, and includes:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made up of former public servants; or
- d) a sole proprietorship or entity in which the individual concerned has a controlling or major interest.

"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 Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, 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 under the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **YES** () **NO** ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction program.

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

Certification

By submitting a Bid, the Bidder certifies that the information provided by the Bidder in response to the above requirements is accurate and complete.

Name of Bidder

Name of Duly Authorized Representative of Bidder

Signature of Duly Authorized Representative of Bidder

Date

**CERTIFICATION 5
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY (the Program)**

1. The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers bidding for federal government contracts valued at \$200,000 or more (including all applicable taxes) make a formal commitment to implement an employment equity program, as a condition precedent to the contract award. If the Bidder is subject to the FCP-EE, evidence of its commitment must be provided prior to contract award.

Suppliers that have been declared "ineligible contractors" by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of Bids as set out in the Government Contract Regulations (currently at \$25,000 including all applicable taxes), either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction in their workforce.

Any Bid from ineligible contractors will not be considered for contract award.

2. **The Bidder is required to certify to its status with respect to FCP-EE (please check the appropriate box below):**

The Bidder:

- a) is not subject to FCP-EE, having a workforce of less than 100 permanent full- or part-time employees in Canada,
- b) is not subject to FCP-EE, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
- c) is subject to the requirements of FCP-EE, having a workforce of 100 or more permanent full- or part-time employees in Canada, but has not previously obtained a certificate number from RHDCC (having not bid on contracts of \$200,000 or more), in which case a duly signed Certificate of Commitment (form LAB 1168) is required from the Bidder and should be included with this duly signed certification provided with the Bid.
- d) is subject to FCP-EE, and has a valid certificate number as follows: _____ (i.e., has not been declared an "Ineligible Contractor" by RHDCC).
3. If the Bidder does not fall within the exceptions enumerated in subsections 2.a) or b) above, or does not have a valid certificate number confirming its adherence to FCP-EE, it must fax a signed copy of form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the RHDCC Labour Branch at 819-953-8768. The form is available on the Service Canada Website at: <http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=prfl&frm=lab1168&dept=sc&ln=eng>.
4. The Bidder acknowledges that the Minister shall rely on this certification to award the contract. Should a verification by the Minister disclose a misrepresentation on the part of the Bidder, the Minister shall have the right to treat any contract resulting from this Bid as being in default and to cancel it under the contract provisions concerning non-performance.

In all cases, the Bidder must be able to produce evidence or supporting information on demand prior to contract award, if such evidence or information is not included with its Bid.

Additional information concerning FCP-EE is available on the Service Canada Website at: <http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=prfl&frm=lab1092&ln=eng>.

Bidder must sign, provide name, title, and date:

Name of Bidder

Name of Duly Authorized Representative of Bidder

Signature of Duly Authorized Representative of Bidder

Date

Appendix "A"
General Conditions
Consulting and Professional Services

A1 Interpretation

1.1 In the contract,

- 1.1.1 "contract" means the contract documents referred to in the Articles of Agreement;
- 1.1.2 "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.1.3 "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the contract;
- 1.1.4 "work", unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the contract;
- 1.1.5 "Departmental Representative" means the officer or employee of Canada who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the contract;
- 1.1.6 "prototypes" includes models, patterns and samples;
- 1.1.7 "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer printouts.
- 1.1.8 "Government Property" means all materials, parts, components, specifications, equipment, software, articles and things supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work the cost of which is paid by Canada under the Contract and, without restricting the generality of the foregoing, includes Government Issue as defined in the Defence Production Act, R.S.C. 1985, c. D-1, Government Furnished Equipment and Government Supplied Materiel; (2003-12-19)

A2 Successors and Assigns

2.1 The contract shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

A3 Assignment

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

A4 Time of the Essence

- 4.1 Time is of the essence of the contract.
- 4.2 Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Canada, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 4.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay.

When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

4.4 Unless the Contractor complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.

4.5 Notwithstanding that the Contractor has complied with the requirements of A4.3, Canada may exercise any right of termination contained in A8.

A5 Indemnification

5.1 The Contractor shall indemnify and save harmless Canada from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.

5.2 The Contractor shall indemnify Canada from all costs, charges and expenses whatsoever that Canada sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract and in respect of the use of or disposal by Canada of anything furnished pursuant to the contract.

5.3 The Contractor's liability to indemnify or reimburse Her Majesty under the contract shall not affect or prejudice Canada from exercising any other rights under law.

5.4 It is understood and agreed by the parties hereto that the Crown will not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by the employees of the Contractor in carrying out the services as defined herein and the Contractor agrees not to make any claims against the Crown in respect of any of the foregoing contingencies, subject only to contractor's right to claim in the event of negligence on the part of the Crown."(2006-05-12)

A6 Notices

6.1 Any notice shall be in writing and may be delivered by hand or by courier, by registered mail, or by facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the address in the Contract or at the last address of which the sender has received notice in accordance with this section. Any notice shall be deemed to be effective on the day it is received at that address.

A7 Canadian Labour and Materials

7.1 The Contractor shall use Canadian labour and materials in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.

A8 Termination or Suspension

8.1 The Minister may, by giving notice to the Contractor, terminate or suspend work with respect to all or any part or parts of the work not completed.

8.2 All work completed by the Contractor to the satisfaction of Canada before the giving of such notice shall be paid for by Canada in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, Canada shall pay the Contractor's costs as determined under the provisions of the contract.

8.3 In addition to the amount which the Contractor shall be paid under A8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.

8.4 Payment and reimbursement under the provisions of A8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.

- 8.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 8.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of A8 except as expressly provided therein.

A9 Termination due to Default of Contractor

- 9.1 Canada may, by notice to the Contractor, terminate the whole or part of the work if:
- (a) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors;
 - or;
 - (b) the Contractor fails to perform any of the Contractor's obligations under the contract, or in the Minister's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.
- 9.2 Upon the giving of a notice provided for in subsection 9.1, the Contractor shall have no claim for further payment other than as provided in this section, but shall be liable to Canada for any amounts, including milestone payments, paid by Canada and for all losses and damages which may be suffered by Canada by reason of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination. Nothing in this section affects any obligation of Canada under the law to mitigate damages.
- 9.3 Upon termination of the work under subsection 9.1, the Minister may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by the Minister, for any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfilment of the contract.
- 9.4 Subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada shall pay or credit to the Contractor the value, determined on the basis of the Contract Price including the proportionate part of the Contractor's profit or fee included in the Contract Price, of all completed parts of the Work delivered to Canada pursuant to a direction under subsection 9.3 and accepted by Canada, and shall pay or credit to the Contractor the cost to the Contractor that the Minister considers reasonable in respect of all materials, parts, plant, equipment or work-in-process delivered to Canada pursuant to a direction under subsection 9.3 and accepted by Canada, but in no event shall the aggregate of the amounts paid by Canada under the Contract to the date of termination and any amounts payable pursuant to this subsection exceed the Contract Price.
- 9.5 Title to all materials, parts, plant, equipment, work-in-process and finished work in respect of which payment is made to the Contractor shall, upon such payment being made, pass to and vest in Canada unless already so vested under any other provision of the Contract, and such materials, parts, plant, equipment, work-in-process and finished work shall be delivered according to the order of the Minister, but Canada will not accept and will not pay for materials, parts, plant, equipment or work-in process that would not have been required to perform the Work or that exceed what would have been required to perform the Work.
- 9.6 If, after the Minister issues a notice of termination under subsection 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to A8.1 and the rights and obligations of the parties hereto shall be governed by A8.

A10 Records to be kept by the Contractor

- 10.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts therefrom.
- 10.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as they or the Minister may from time to time require with reference to the documents referred to herein.

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

A11 A) Contractor owns copyright (if applicable)

Intellectual Property Rights

- 11.1 Interpretation
- 11.2 Disclosure of Foreground Information
- 11.3 Contractor to Own Intellectual Property Rights in Foreground Information
- 11.4 License to Intellectual Property Rights in Foreground Information
- 11.5 License to Intellectual Property Rights in Background Information
- 11.6 Right to License
- 11.7 Transfer of Intellectual Property Rights in Foreground Information
- 11.8 Sale, Assignment, Transfer or Licensing of Intellectual Property Rights in Foreground Information
- 11.9 Access to Information; Exception to Contractor Rights
- 11.10 Waiver of Moral Rights

11.1 Interpretation

11.1.1 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.

11.2 Disclosure of Foreground Information

- 11.2.1 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.

- 11.2.2 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.
- 11.2.3 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.

11.3 Contractor to Own Intellectual Property Rights in Foreground Information

- 11.3.1 Subject to subsection 11.3.3 and section 11.7 (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.
- 11.3.2 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.
- 11.3.3 (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 11.3.1 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 11.3.1, 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.

11.4 License to Intellectual Property Rights in Foreground Information

- 11.4.1 In consideration of Canada's contribution to the cost of development of the Foreground Information, the Contractor hereby grants to Canada a non-exclusive, 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 11.3, 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.
- 11.4.2 The Contractor acknowledges that Canada may wish to award contracts for any of the purposes contemplated in subsection 11.4.1 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 11.3, 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.
- 11.4.3 For greater certainty and without limiting the generality of subsections 11.4.1 and 11.4.2, Canada's right to modify, improve, translate, reproduce or further develop any Foreground Information pursuant to subsections 11.4.1 and 11.4.2:

- (a) 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
 - (b) 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.
- 11.4.4 Notwithstanding subsections 11.4.1, 11.4.2, and 11.4.3, 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 11.4.1, 11.4.2 and 11.4.3 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.
- 11.4.5 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 11.4.1, 11.4.2 and 11.4.3 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.
- 11.4.6 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 for whose department or agency the Work is being or was carried out. The Contractor shall give that minister an explanation as to why such a license is required. That 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 that minister agree to grant such a license, it shall be on terms and conditions to be negotiated between the Contractor and that minister. It is understood that those terms may include payment of compensation to Canada.
- 11.4.7 The Contractor may apply to the minister for whose department or agency the Work is being or was carried out 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 that minister. It is understood that those terms may include payment of compensation to Canada.

11.5 License to Intellectual Property Rights in Background Information

- 11.5.1 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:
- (a) for the use, operation, maintenance, repair or overhaul of the Work;
 - (b) 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;
 - (c) 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.
- 11.5.2 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 11.5.2 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.

- 11.5.3 Notwithstanding subsections 11.5.1 and 11.5.2, 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.
- 11.5.4 The Contractor acknowledges that, subject to paragraph (c) of subsection 11.5.1, Canada may wish to award contracts for any of the purposes contemplated in subsections 11.5.1 and 11.5.2 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.
- 11.5.5 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 11.5.1 and 11.5.2 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.

11.6 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.

11.7 Transfer of Intellectual Property Rights in Foreground Information

- 11.7.1 Until the Contractor completes the Work and discloses all of the Foreground Information in accordance with section 11.2 (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.
- 11.7.2 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 11.2, 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.
- 11.7.3 In the event of the issuance by the Minister of a notice under subsection 11.7.2, 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 for whose department or agency the Work is being or was carried out may require, and the Contractor shall, at Canada's expense, afford that 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.

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

- 11.8.1 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.

11.8.2 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 11.8.1, and shall ensure that such party is required to do the same with regard to any subsequent transferee, assignee or licensee.

11.8.3 The Contractor shall not charge or permit any person to charge a royalty or other fee to Canada in respect of the Intellectual Property Rights in any Foreground Information for purposes of a contract or other arrangement with Canada. Where the contract or other arrangement is for a product based on Foreground Information or on any modification or improvement thereof, the Contractor shall grant to Canada a reasonable credit against its commercial price for that product to take into account Canada's financial contribution toward the development of the product, and in the case of a product owned by a transferee, assignee or licensee of the Intellectual Property Rights in any Foreground Information, the Contractor shall ensure that such party is required to do the same.

11.9 Access to Information; Exception to Contractor Rights

11.9.1 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.

11.9.2 Notwithstanding subsection 11.9.1, 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:

- (a) 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;
- (b) 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;
- (c) is independently developed by or for Canada; or
- (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

11.10 Waiver of Moral Rights

11.10.1 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.

11.10.2 If the Contractor is an author of the Foreground Information referred to in subsection 11.10.1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

A11 B) Crown owns copyright (if applicable)

Copyright

11.1 In this section,

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists (2005-11-24).

"Moral Rights" has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42.

11.2 Copyright in the Material shall vest in Canada and the Contractor shall incorporate in all Material the copyright symbol and either of the following notices, as appropriate:

© CANADA (year)

or

© LE CANADA (year)

11.3 At the completion of the Contract, or at such other time as the Contract or the Minister may require, the Contractor shall fully and promptly disclose to the Minister all Material created or developed under the Contract.

11.4 Where copyright in any Material vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Minister may require.

11.5 The Contractor shall not use, copy, divulge or publish any Material except as is necessary to perform the Contract.

11.6 At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Material.

11.7 If the Contractor is an author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.

A11 C) Crown owns copyright and privacy clause (if applicable)

Canada to Own Intellectual Property Rights in Foreground Information

11.1 Interpretation

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;

"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 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.

11.2 Disclosure of Foreground Information

11.2.1 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 at such earlier time as the Minister or the Contract may require.

11.2.2 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.

11.3 Canada to Own Intellectual Property Rights in Foreground Information

11.3.1 Without affecting any Intellectual Property Rights or interests therein that have come into being prior to 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 Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.

11.3.2 The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

(c) CANADA (year)

Or

(c) LE CANADA (year)

11.3.3 (i) For greater certainty, the Contractor agrees that 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 Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information 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 completion or termination of the Contract or at such earlier time as the Minister may require.

(ii) For greater certainty and without limiting sub-section 03(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.

11.3.4 The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the minister for whose department or agency the Work is being or was carried out may require, and the Contractor shall, at Canada's expense, afford that minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

11.4 License to Intellectual Property Rights in Background Information

- 11.4.1 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:
- (a) for the use, operation, maintenance, repair or overhaul of the Work;
 - (b) 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;
 - (c) 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.
- 11.4.2 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 11.4.2 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.
- 11.4.3 Notwithstanding subsections 11.4.1 and 11.4.2, 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.
- 11.4.4 The Contractor acknowledges that, subject to paragraph (c) of subsection 11.4.1, Canada may wish to award contracts for any of the purposes contemplated in subsections 11.4.1 and 11.4.2 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.
- 11.4.5 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 11.4.1 and 11.4.2 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.

11.5 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 Background Information as required by the Contract.

11.6 Access to Information; Exception to Contractor Rights

- 11.6.1. 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 Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.
- 11.6.2 Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:
- (a) 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;
 - (b) 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;

(c) is independently developed by or for Canada; or

(d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

11.7 Waiver of Moral Rights

11.7.1 The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the *Copyright Act*, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.

11.7.2 If the Contractor is an author of the Foreground Information referred to in subsection 11.7.1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

A12 Conflict of Interest

12.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Departmental Representative.

A13 Contractor Status

13.1 This is a contract for the performance of a service, and the Contractor is engaged under the contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of Canada. The Contractor agrees to be solely responsible for any and all payments and/or deductions which must be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Worker's Compensation, or Income Tax.

A14 Warranty by Contractor

14.1 The Contractor warrants that the Contractor is competent to perform the work required under the contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.

14.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which contractors generally would expect of a competent contractor in a like situation.

A15 Member of the House of Commons

15.1 No member of the House of Commons shall be admitted to any share or part of this contract or to any benefit to arise therefrom.

A16 Amendments

16.1 No amendment of the contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

A17 Entire Agreement

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

A18 Subcontracting (2005-02-24)

18.1 Notwithstanding anything to the contrary in the Contract, the Contractor shall obtain the consent of the Minister in writing prior to Subcontracting or permitting the Subcontracting of any portion of the Work at any tier, only where any and all subcontractors will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates.

18.2 In any Subcontract, the Contractor shall, unless the Minister otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions compatible with and, in the opinion of the Minister, not less favourable to Canada than the terms and conditions of the Contract. Deviations in any Subcontract from the terms of the Contract, including any right of termination of the Contract, shall be entirely at the risk of the Contractor.

18.3 Any consent to a Subcontract shall not relieve the Contractor from its obligations under the Contract or be construed as authorizing any liability on the part of Canada or the Minister to a subcontractor.

A19 Ownership Control (2005-02-24)

Where the Contractor will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates for the performance of the work, the following will apply(2006-05-30):

19.1 The Contractor warrants that it is not under ownership control of any non-resident entity (ie. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).

19.2 The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.

19.3 The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.

19.4 For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

Appendix "B"
Supplementary Conditions
Consulting and Professional Services

B1 Privacy (2007-01-31)

- 1.1 The Contractor acknowledges that CANADA is bound by the *Privacy Act*, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract. All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.
- 1.2 The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to an authorized subcontractor information necessary for the performance of the Subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such Subcontract and protected pursuant to the contract provisions. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be.
- 1.3 The collection of personal information shall be limited to that which is necessary for the Contractor to comply with the contract or the exercise of the contractor's rights under the contract.
- 1.4 The Contractor shall make every reasonable effort to ensure the accuracy and completeness of any personal information collected for the purpose of the Contract.
- 1.5 The Contractor shall ensure that the personal information is protected against loss or theft as well as unauthorized access, disclosure, transfer, copying, use, modification or disposal.
- 1.6 The Contractor shall notify the Minister immediately, by telephone and in writing, in the event any information under the control of the Contractor or the Contractor's personnel is compromised or lost or when the Contractor anticipates or becomes aware of an occurrence of breach of privacy or of the security requirements of the contract.
- 1.7 Databases or other compilations:
 - 1.7.1 For greater certainty, the Contractor agrees that 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 as defined in the *Privacy Act*, then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada.
 - 1.7.2 Any database or other compilation created for the purposes of the contract must be located and only accessible in jurisdictions the laws of which do not override, conflict with, or impede the application of the *Privacy Act*, R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, and Treasury Board Privacy policies either expressly or through subsequent application.

- 1.7.3 Any database or other compilation created for the purposes of the contract must be physically independent from all other databases, directly or indirectly, that are located in jurisdictions whose laws override, conflict with, or impede the application of the *Privacy Act*, R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, and Treasury Board Privacy policies either expressly or through subsequent application.
- 1.7.4 All aspects of data processing must be conducted and only accessible in jurisdictions whose laws do not override, conflict with or impede the application of the *Privacy Act*, R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, and Treasury Board Privacy policies either expressly or through subsequent application.
- 1.8 The Minister may, at any time and upon reasonable notice to the Contractor, enter the Contractor's premises to inspect, audit or require a third party to audit the Contractor's compliance with the privacy, security and information management requirements under the contract and the Contractor must co-operate with any such audit or inspection.

B2 Conflict of Interest (2004-06-14)

- 2.1 The Contractor, its employees, agents and assigns and any other person deriving any direct benefit from this Contract shall be in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service (2003).

B3 Security (2006-12-05)

- 3.1 Contractor personnel who require access to **Protected** information, assets or sensitive work sites shall EACH hold a valid **RELIABILITY** status screening, granted by CSC.
- 3.2 The Contractor SHALL NOT remove any DESIGNATED information or assets from the identified work site(s), and the Contractor shall ensure that its personnel are made aware of and comply with this restriction. The Project Authority may, in writing, authorize TEMPORARY REMOVAL of such information or assets by the Contractor from the identified work site(s) subject to safeguarding specified in the written authorization.
- 3.3 The Contractor must comply with the provisions set out in the Security Requirements Check List, included as Appendix "E".
- 3.4 It is understood and agreed that all security rules, regulations and procedures applicable to public servants employed by the Correctional Service of Canada will apply equally to the Contractor, its officers, servants and agents. The Contractor is responsible to ensure the completion of all documentation required in the Correctional Service of Canada personnel security program for the purpose of security clearance or reliability screening of its officers, servants and agents. It is understood and agreed that access to Correctional Service of Canada premises or to Correctional Service of Canada documents will be withheld until clearance documentation is submitted and processed.
- 3.5 The Contractor understands and accepts that its officers, servants and agents must consent to the necessary disclosure of personal information required to support the personnel security program and that failure to consent to these disclosures will render the person unsuitable for employment on Correctional Service of Canada premises and/or to have access to any Correctional Service of Canada documents.
- 3.6 The Contractor agrees that its officers, servants and agents will comply with all standing orders or other regulations in force at the site where the work covered by this contract is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any, and all causes, including fire.
- 3.7 More particularly, the Contractor, its officers, servants, agents and subcontractors are responsible to immediately report to CSC security personnel any information about or observations of inmate conduct that could jeopardize anyone's safety or the security of a penitentiary. (2005-11-28)

B4 Compliance with applicable laws (2004-07-05)

- 4.1 The Contractor shall comply with all laws, regulations and rules applicable to the performance of the Work or any part thereof. The Contractor shall also require compliance therewith by all of its subcontractors. Evidence of compliance with such laws, regulations and rules shall be furnished by the Contractor to the Contracting Authority at such times as the Contracting Authority may reasonable request.
- 4.2 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 4.3 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.

4.4 Details on existing CSC policies can be found at: http://www.csc-scc.gc.ca/text/legislat_e.shtml or any other CSC web page designated for such purpose.

B5 Health and Labour Conditions

- 5.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 5.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.
- 5.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or CANADA.
- 5.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or CANADA at such time as the Project Authority or CANADA may reasonably request."

B6 Replacement of Personnel

- 6.1 When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.
- 6.2 If at any time the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person with similar qualifications and experience. The Contractor shall, as soon as possible, give five (5) working days notice to the Minister of:
 - (a) the reason for the removal of the named person from the Work;
 - (b) the name, qualifications and experience of the proposed replacement person. The replacement must be of similar ability and attainment and must be acceptable to the Project/Inspection Authority. Any replacement will be at the Contractor's sole expense.
- 6.3 The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection 2, secure a further replacement.

B7 Government Property (2003-10-30)

- 7.1 Unless otherwise provided in the Contract, all Government Property shall be used by the Contractor solely for the purpose of the Contract and shall remain the property of Canada, and the Contractor shall maintain adequate accounting records of all Government Property, and, whenever feasible, shall mark the same as being the property of Canada.
- 7.2 The Contractor shall take reasonable and proper care of all Government Property while the same is in, on, or about the plant and premises of the Contractor or otherwise in its possession or subject to its control, and shall be responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
- 7.3 In the event of damage or loss of government property under the care and control of the Contractor or the Contractor's personnel, the Contractor shall immediately advise the Departmental Representative, by telephone or message, and within seven (7) days submit a written report on the incident. Upon reasonable notice by Canada, the Contractor shall repair such damage or reimburse Canada for any costs incurred by Canada to repair or replace such damage or loss.

7.4 All Government Property, except such as is installed or incorporated into the Work, shall, unless otherwise specifically provided in the Contract, be returned to Canada on demand.

7.5 All scrap and all waste materials, articles or things that are Government Property shall, unless otherwise provided in the Contract, remain the property of CANADA and shall be disposed of only as directed by the Minister.

7.6 At the time of completion of the Contract, and if requested by the Departmental Representative, the Contractor shall provide an inventory of all Government Property relating to the Contract to the Departmental Representative.

B8 Closure of Government Facilities (2003-12-08)

8.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, CANADA will not be liable for payment to the Contractor for the period of closure.

B9 Certification - Contingency Fee

9.1 The Contractor certifies that the Contractor has not directly or indirectly paid or agreed to pay and covenants that the Contractor will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this contract to any person other than an employee acting in the normal course of the employee's duties.

9.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the contract shall be subject to the accounts and audit provisions of the contract.

9.3 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this contract for default provisions of the contract or recover from the Contractor, by way of reduction to the contract price or otherwise, the full amount of the contingency fee.

9.4 In this section,

"contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms;

"employee" means a person with whom the Contractor has an employer-employee relationship;

"person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyists Registration Act* R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

B10 International Sanctions

10.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

10.2 Details on existing sanctions can be found at:

<http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>

- 10.3 It is a condition of this Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 10.4 By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

B11 Tuberculosis Testing (2007-01-31)

- 11.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 11.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 11.3 All costs related to such testing will be at the sole expense of the Contractor.

B12 Insurance (2007-04-17)

- 12.1 The Contractor shall obtain and maintain professional liability insurance coverage for the services required under this Contract, and shall, when requested, provide evidence satisfactory to the Contracting Authority of such insurance and any renewals thereof.

B13 Code of Conduct for Procurement (2007-12-07)

- 13.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms. The Code of Conduct for Procurement can be viewed at the following internet address: <http://www.pwgsc.gc.ca/acquisitions/text/cndt-cndct/cca-ccp-e.html>.

Appendix "E"
Security Requirements Check List
Consulting and Professional Services

PROTECTED INFORMATION - DOCUMENT HANDLING AND SAFEGUARDING

In accordance with Contract Appendix "B" Supplementary Conditions B3 The Contractor may be permitted to remove DESIGNATED information on a TEMPORARY basis and to store or to create designated documents at his facility subject to the following safeguards:

- all documents or computer media e.g. diskettes, containing DESIGNATED information belonging to the Correctional Service of Canada must be stored in a locked filing cabinet at The Contractor's facility;
- no DESIGNATED information may be stored on the computer hard drive or be processed on a computer belonging to The Contractor, unless the computer is protected by a software program approved by the Department that automatically encrypts swap file and temporary file areas on that computer;
- The Contractor must remove any and all sensitive Correctional Service of Canada (CSC) electronic information that belongs to the Department or was processed in the completion of the contract, from any storage medium belonging to The Contractor or any of its agents. The sensitive CSC electronic information must be removed in a manner that complies with requirements of the Government Security Policy and associated Standards documents, for the removal of information of the sensitivity involved. Information on this can be obtained by contacting the CSC Information Technology Security Coordinator at (613) 996-8300.
- no information provided by the Department is to be copied or retained by The Contractor, following the conclusion of this contract;
- all documentation produced or completed by The Contractor, which contains DESIGNATED information shall be labeled PROTECTED "B" in the upper right hand corner on the face of each page of the document;
- The Contractor will personally pick up and deliver all DESIGNATED information from and to the Departmental Representative;
- all notes, working papers, etcetera, that are related to the completion of this contract and that contain DESIGNATED information shall be returned to the Departmental Representative for disposal
- The Contractor shall not share or release any DESIGNATED information related to the completion of this contract with anyone, without the prior written authorization of the Departmental Representative;
- The Contractor shall ensure that all of its employees who are involved in this contract are completely aware of their security obligations related to the handling of CSC's DESIGNATED assets, as outlined in this Appendix.