



**Canada School  
of Public Service  
École de la fonction  
publique du Canada**

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS A:  
Bid Receiving /  
Réception des soumissions**

Canada School of Public Service, Bid Receiving (Mailroom)  
De La Salle Campus, 373 Sussex Drive  
Ottawa, Ontario (Canada) K1N 6Z2  
(PLACE CARTIER – 3A02)

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

Proposal to: Canada School of Public Service/École de la fonction publique du Canada

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

Proposition aux: Canada School of Public Service/École de la fonction publique du Canada

Nous offrons par la présente de vendre à Sa Majesté I Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqués(s).

**Comments - Commentaries**

**THIS DOCUMENT CONTAINS A  
SECURITY REQUIREMENT**

**Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Telephone No. - no de téléphone:**

<b>Title-Sujet</b> French as a Second Language Training Services – Full Time	
<b>Solicitation No. – No. de l'invitation</b> CSPS-RFP-1314-SD-004	<b>Date</b> July 25/2013
<b>Client Reference No. - No. De Référence du Client</b> 20130177	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à</b> 2:00pm <b>Eastern Standard Time</b> <b>Zone</b>	
<b>on - le</b> September 03/2013	
<b>Financial Codes - Codes financiers</b>	
<b>Address Inquiries to: - Adresser toute demande de renseignements à:</b> Stacey Duchesneau stacey.duchesneau@cspc-efpc.gc.ca	
<b>Telephone No. - No de téléphone</b> 613-863-6632	<b>Fax No. – No de Fax:</b> 819-934-8325
<b>Destination of Goods and Services: Destinations des biens et services:</b> Vancouver, BC	
<b>Instructions : See Herein</b> <b>Instructions : Voir aux présentes</b>	
<b>Delivery Required – Livraison exigée</b>  See Herein	<b>Delivery Offered – Livraison proposée</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur</b>	



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**Note:** In the event of any discrepancy between the English and French versions of this RFP, the English version shall prevail.



## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is a security requirement. For additional information, see Part 4, Evaluation Procedures and Basis of Selection, and Part 6, Resulting Contract Clause.

### 2. Statement of Work

The Work to be performed is detailed in Annex "A".

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the following changes:

- a) Wherever Public Works and Government Services Canada (PWGSC) revise to read "Canada School of Public Service (CSPS)";
- b) At Article 05, Submission of Offers, subparagraph 4, delete "Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation. Insert "Offers will remain open for acceptance for a period of not less than 120 days from the closing date of the bid solicitation."
- c) At Article 08, Transmission by Facsimile, is deleted in its entirety. Facsimile bids will not be accepted.
- d) At Article 20, Further Information, delete the second paragraph in its entirety.

### 2 Submission of Bids

Offers must be submitted only to the School Proposal Receiving Unit by the date, time and place indicated on page 1 of the RFSO.

Bidders must indicate the RFP Number on the packaging when submitting their bids.

Due to the nature of the bid solicitation, bids transmitted by facsimile to CSPS will not be accepted.

CSPS will not assume responsibility for bids directed to any location other than that stated on page 1 of the RFP. **Bidders MUST indicate the CSPS RFP Number on the packaging when submitting their bids.**

Due to the nature of this RFP, transmission of Bids by means of electronic mail (e-mail) to CSPS is considered to be practical and therefore will be accepted.

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted by email to the RFP Authority listed on page 1 no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.



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

#### **4. Applicable Laws**

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

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

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

#### **1. Bid Preparation Instructions**

Bidders must provide copies of their bid in separately bound sections as follows:

Section I: Technical Bid (1 copy)  
Section II: Financial Bid (1 copy)  
Section III: Certifications (1 copy)

**Prices must not appear in any other section of the bid except in the Financial Bid.**

Canada requests bidders to follow the format instructions described below in the preparation of their bid.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation;
- (c) include the certifications as a separate section of the bid.

#### **Section I: Technical Bid**

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

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with Part 4 – Section 1.2. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

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

Bidders must submit the certifications required under Part 5 - Certifications.



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

**1. Evaluation Procedures**

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

**1.1 Technical Evaluation**

**1.1.1 Mandatory Technical Criteria**

In order to facilitate the evaluation, Bidders are requested to number their Technical Proposal by indicating in the following tables, the column titled “Proposal Ref. Pg #” pointing the evaluators to the page in their proposal where the details supporting the claim of qualification against the particular criterion can be found.

The Mandatory Criteria listed below will be evaluated on a simple **PASS/FAIL** (i.e. responsive/non-responsive (compliant/non-compliant) basis. Bids which fail to meet one of the Mandatory Criteria will be deemed non-responsive and given no further consideration.

Proposals **MUST** demonstrate compliance with all of the Mandatory Requirements and **MUST** provide the necessary documentation to support compliance.

**When addressing Mandatory Technical Criteria in the Bid, they are to be referenced as M1, M2, etc.**

Item	Bidder Mandatory Requirements	Proposal Ref. Pg. #	Reserved for CSPS	
			Pass	Fail
<b>MTC1</b>	<b>Certifications:</b> All certifications set out in Annex ‘B’ shall be submitted as part of the Bidder’s Technical Proposal.			
<b>MTC2</b>	<p>Each proposed resource must possess a Degree from a recognized Canadian university with acceptable specialization in education, linguistics, some other specialty relevant to the position.</p> <p>In those cases where studies were completed at an institution outside Canada, only a document certifying equivalence issued by an institution accredited for ascertaining <u>Canadian Equivalence</u> will be accepted.</p> <p>The School reserves the right not to accept a document not issued by one of the following organizations.</p> <ul style="list-style-type: none"> <li>• Federal and provincial government credential assessment agencies</li> <li>• The International Credential Assessment Service of Canada</li> <li>• Other recognized standards, listed on the Citizenship and immigration Canada Website at: <a href="http://www.cicic.ca/413/assesement-of-credentials-for-employment-in-canada.canada">http://www.cicic.ca/413/assesement-of-credentials-for-employment-in-canada.canada</a></li> </ul> <p>For each proposed resource, the supplier shall submit a copy of the document confirming his/her level of education. Upon request by the</p>			



	School, the supplier must submit the original document.  Failure to provide such documentation for each proposed resource will result in a non-compliant submission, and will not be given further consideration.			
<b>MTC3</b>	Each proposed resource shall have at least 200 hours of experience since January 2007 teaching one of the following French as a Second Language training programs to private, semi-private or group classes: <ul style="list-style-type: none"> <li>• PFL2 A et B and/or PFL2C</li> <li>• A program used by a Canadian public school or a recognized Canadian post-secondary institution</li> <li>• Any other French as a Second Language program for adults recognized by the Canada School</li> </ul>			
<b>MTC4</b>	Each proposed resource must clearly demonstrate experience (during the last three (3) years) in teaching French as a second language to adults in a private or semi-private or group classroom setting.			
<b>MTC5</b>	If multiple resources are proposed (per course), you must submit a schedule of their availability with your bid.			

### 1.1.2 Point Rated Criteria

The Point Rated Criteria contained herein will be used by CSPA to evaluate Bids that have met all of the Technical Mandatory Criteria. Bidders are advised to address these requirements in the following order and in sufficient depth in their responses to enable a thorough assessment. CSPA's assessment will be based solely on the information contained within the Bid.

**Bids will be technically evaluated under the Point Rated Criteria in the order of the stated criteria below.**

Only those Bids which are compliant with **all** of the Mandatory Technical Criteria will be considered further for Contract award.

**When addressing Point Rated Criteria in the Bid, they are to be referenced as PRTC1, PRTC 2, etc.**

**Please fill out grid in Annex E**

<b>PRTC 1 Offeror's education and experience</b>			
Joint venture: If the offer is submitted by a joint venture, the members of the joint venture cannot pool their capacities to satisfy PRTC 1-3. The Offeror must indicate which member of the joint venture satisfies this criterion.			
Each person proposed will be evaluated individually against PRTC 1 – 3. The results of the individuals proposed will be added together and then divided by the number of these individuals to obtain the average numerical rating of the offer for each PRTC.			
<b>Maximum 47 points . Minimum 2 points.</b>			
<b>No.</b>	<b>Point-rated technical criterion</b>	<b>Offer preparation instructions</b>	<b>Weighting (Points)</b>



<b>PRTC 1</b>	<p>Education of the Offeror</p> <p>If multiple resources are proposed, the Offeror must indicate each resource's education level.</p>	<p>The offeror <b>shall</b> include at minimum a copy of the document which confirms the level of education for each proposed resource.</p> <p>Failure to do so will render the bid non-compliant and will not be given further consideration.</p>	<p>For PRTC 1, points (pts) will be awarded as follows:</p> <p>Masters Degree: 3 pts</p> <p>Ph.D: 5 pts</p> <p style="text-align: right;"><b>Maximum 8 points</b></p>
<b>PRTC 2</b>	<p>Experience of the Offeror since January 1995 in delivering language training services to adults using at least one language training program.</p> <p>If multiple resources are proposed, the Offeror must indicate each resource's experience for each program area. Failure to do so will render the bid non-compliant and will not be given further consideration.</p>	<p>The offer shall include, at minimum, the following information:</p> <ul style="list-style-type: none"> <li>a) The language training programs used;</li> <li>b) The start and end dates of each program listed in a);</li> <li>c) One reference per program used, including the name of the client organization, contact person, and the contact person's telephone number or e-mail address.</li> </ul>	<p>For PRTC 2, points (pts) will be awarded as follows:</p> <p>PFL2A and B and/or PFL2C: 10 pts</p> <p>A program specifically targeting French as a Second Language for adults (other than PFL2ABC): 5 points</p> <p>A linguistic program used by a recognized Canadian post-secondary institution (please specify institution and course): 4 pts</p> <p>Any other adult teaching program (not necessarily related to language training): 2 pts</p> <p>Points will be awarded for each category but may not be accumulated within the same category. For example, if an Offeror used the PFL2 and a program used by a recognized Canadian post-secondary institution, the offer will receive 12 points. If an Offeror used PFL2 – A and B and PFL2 C, the offer will receive 10 points.</p> <p style="text-align: right;"><b>Maximum 21 points</b></p>
<b>PRTC 3</b>	<p>The Offeror's number of years of experience since January 2006 in giving language training on a part-time or full-time basis.</p> <p>For evaluation purposes only, full-time training is defined as a minimum of 25 hours of training per week and one month is considered to be a</p>	<p>The offer shall include, at minimum, the following information for each course delivered:</p> <ul style="list-style-type: none"> <li>a) Start and end dates for language training (indicate whether the training was private or group);</li> </ul>	<p>For PRTC 3, points will be awarded as follows:</p> <p>Three (3) points per 300 consecutive hours (3 months) of experience for training delivered on a full-time basis that satisfies criterion 3, to a maximum of 12 points;</p> <p style="text-align: right;">OR</p>



	<p>minimum 100 hours in a period of 4 consecutive weeks.</p> <p>Part-time training is equivalent to three hours per week and a minimum of 10 consecutive weeks.</p> <p>If multiple resources are proposed, the Offeror must indicate the experience for each resource. Failure to do so will render the bid non-compliant and will not be given further consideration.</p>	<p>b) The number of teaching hours per week for each month of experience listed in a);</p> <p>c) The number of learners in each group if applicable;</p> <p>d) The name of the client organization;</p> <p>e) The name and telephone number of the client organization's contact person.</p>	<p>Two (2) points per 60 hours of experience in a 3 month period for co-delivery of a full time basis that satisfies criterion 3, to a maximum of 6 points.</p> <p style="text-align: center;">OR</p> <p>One (1) point per 10 consecutive weeks of experience for training delivered on a part-time basis that satisfies criterion 3, to a maximum of 3 points;</p> <p>Points will be awarded for each category but may not be accumulated within the same category. For example, if the Offeror has six (6) months of full-time experience and thirty (30) weeks of part-time experience, the Offeror will be awarded a total of nine (9) points. If the Offeror has three (3) months of non-consecutive full-time experience there would be no points awarded.</p> <p style="text-align: right;"><b>Maximum 18 points</b></p>
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### 1.2 Financial Evaluation

No payment shall be made for costs incurred by the Bidder in the preparation and submission of a bid in response to this RFP and no costs are to be incurred by the Bidder before receipt of a signed contract.

Prices must be in Canadian currency, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable. Must be excluded from the proposed firm per diem rate.

Bidders MUST provide a FIRM ALL INCLUSIVE HOURLY RATE in Canadian Funds, Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) EXCLUDED.

#### Pricing Table

The Bidder MUST provide the following details:

Name of Resource(s)	Program	All inclusive Firm Hourly Rate
	PFL2AB and C and SLE preparation	\$
	PFL2AB and C and SLE preparation	\$
	PFL2AB and C and SLE preparation	\$





NOTE: The request is for up to 3000 hours of training on a full time basis – up to 34 courses up to 750 hours each.

**2. Basis of Selection**

**Highest combined rating of technical merit and price.** The Bidder's financial offer will be considered solely if the Bidder has met all of the above-listed Mandatory and Rated Criteria. The bidder's selection will be made based on qualifying bids which are compliant with all of the "Mandatory Technical Criteria". Only those compliant will be considered further for contract award where the point rated criteria will be calculated based on a ratio of 60% for the "Rated Technical Criteria" and 40% for the financial aspect.

Rating:

$$\frac{\text{Bidder's Rated Score}}{\text{Highest Bidder's Rated Score}} \times 60 + \frac{\text{Lowest Bidder's All Inclusive Hourly Rate}}{\text{Other Bidder's All Inclusive Hourly Rate}} \times 40$$

**Example:**

Description	Bidder A	Bidder B	Bidder C
Bidder's Technical Points Received	48	40	37
Bidder's All Inclusive Hourly Rate	40	50	60

**Final Evaluation Score Calculation**

Bidder	Points for Technical Score	Points for the All Inclusive Hourly Rate	Total Points
Bidder A	(48 / 48) x 60 = <b>60.00</b>	(40 / 40) x 40 = <b>40.00</b>	<b>100.00</b>
Bidder B	(40 / 48) x 60 = <b>50.00</b>	(40 / 50) x 40 = <b>32.00</b>	<b>82.00</b>
Bidder C	(37 / 48) x 60 = <b>46.25</b>	(40 / 60) x 40 = <b>26.67</b>	<b>72.92</b>

The successful Bidder (to be recommended for contract award) will be selected on the basis of the compliant (responsive) Bid that scores the **highest total number of rating points for each city**. In this example, **Bidder A** would be recommended for Contract award.

**The Crown reserves the right to award as many contracts as deemed necessary based on operational requirements.**

**2.2 Tie Breaker**

**In the event identical scores are present, the rank and final selection will be based on the following:**

1. Bidders whose proposed resources clearly demonstrate the closest to twenty (20) years experience in teaching French as a Second Language.
2. Bidders whose proposed resources clearly demonstrated the closest to seven (7) years experience teaching the PFL2AB and/or C program.

**CSPS reserves the right to issue one (1) or more contracts.**



### 3. Security Requirement

All resources proposed to provide services in response to any solicitation document **MUST** have and maintain a valid **Reliability Status** security clearance for the duration of the Contract period.

It is not necessary that an individual have a valid security clearance in order to provide a bid in response to the solicitation document however, the services of any individual(s) cannot be utilized under any resultant contract until they obtain the requisite security clearance.

For cost and efficiency reasons, CSPS will arrange for sponsorship of the Reliability security clearance only for Bidder resources that have successfully qualified themselves for actual contract award. All security clearances are arranged by Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC), through CSPA Security.

**Technical Bids should contain the security clearance level, PWGSC file number and the expiry date of the clearance for resource(s) proposed and already cleared.**

### 4. Bidder Disclosure of Activities - Possible Conflict of Interest Situations

If CSPA determines the successful Bidder to be in a possible conflict of interest situation, the Bidder will be required, prior to entering into a contractual relationship with CSPA, to disclose any and all holdings and activities that could possibly be in a conflict, real or perceivable, with the mandate and objectives of CSPA. In the event that CSPA decides that action is necessary in order to remove such a conflict, the successful Bidder will be required to take such action (which may include divestiture of certain assets or ceasing to perform certain activities) prior to entering into a contractual relationship with CSPA. Failure to address the conflicts of interest to the School's satisfaction will render the proposal inadmissible.

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications (Annex B) to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Certifications Precedent to Contract Award

The certifications should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirements

1.1 All resources proposed to provide services in response to any solicitation document **MUST** have and maintain a valid **Reliability Status** security clearance for the duration of the Contract period.



The Contractor personnel requiring access to sensitive work site(s) **MUST EACH** hold a valid **RELIABILITY STATUS**.

Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.

The Contractor **MUST** comply with the provisions of the Industrial Security Manual (latest edition) <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

**1.2 For contractors who do not have the appropriate security clearance to meet this contract, the following clause will apply until the Sponsorship is completed and Security clearance is obtained.**

Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

**2. Statement of Work**

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

**3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual> .

**3.1 General Conditions**

2010B (2012-11-19) General Conditions – Professional Services, apply to and form part of the Contract.

Notwithstanding that they are not expressly articulated in the contract, they **apply** to the contract, subject to any other express terms and conditions contained in the contract **AND SUBJECT TO THE FOLLOWING REVISIONS:**

1. wherever "Public Works and Government Services (PWGSC)" appears in the document **revise** to read "Canada School of Public Service (CSPS)";
2. at Article 2010B- 2, "Standard Clauses and Conditions", **delete** "Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16

**4. Term of Contract**

The Contractor shall perform the work from September 30<sup>th</sup> 2013 to March 28<sup>th</sup> 2014 with an option to extend at the discretion of the School and based on operational requirements.

**5. Authorities**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:  
Stacey Duchesneau  
Senior Procurement and Contracting Specialist  
Canada School of Public Service  
Telephone: 613-863-6632  
Facsimile: 613-934-8325



E-mail address: [stacey.duchesneau@cspc-efpc.gc.ca](mailto:stacey.duchesneau@cspc-efpc.gc.ca)

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

## 5.2 Technical Authority

The Technical Authority for the Contract is:

To be determined upon contract award.

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

## 6. Payment

### 6.1 Basis of Payment

The Basis of Payment is detailed in Part 4, section 1.2.

### 6.2 Method of Payment

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

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

## 7. Invoicing Instructions

**An invoice must be submitted monthly to the Technical Authority**, for charges/costs incurred in accordance with the Basis of Payment (see invoicing for milestone payments below), on **the Contractor's own invoice, supported by description of work performed, as required, and contain the following information:**

- (a) the Contract serial number and Financial Coding;
- (b) name/address of Contractor, invoice date, period covered by the invoice;
- (c) hours worked by the individual(s)/firm per diem rate(s)/total for professional fees;
- (d) total amount of the invoice.

### 7.1 Supplemental Invoicing Instructions – T1204

Pursuant to paragraph 221(1)(d) of the Income Tax Act, R.S.C. 1985, c.1 (5th Supp.), payments made by departments and agencies to Contractors under applicable services contracts (including contracts



involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

To enable CSPS to comply with this requirement, **the Contractor is required to provide the following information with the first invoice:** (If the information includes a SIN, the information should be provided in a separate envelope marked "PROTECTED" and attached to the invoice.)

- a) **the legal name of the Contractor**, i.e., the legal name associated with its business number (BN) or Social Insurance Number (SIN), as well as its address and postal code;
- b) **the status of the Contractor**, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
- c) **Corporations or Partnerships** - the business number of the Contractor or if a BN does not exist, the GST/HST number or in the absence of a BN or GST/HST number, the T2 Corporation Tax number must be shown. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN;
- d) **Individuals or Sole Proprietorships** – if a BN does not exist, the Social Insurance Number (SIN), or, the GST/HST number;
- e) **Joint Venture** – in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number;
- f) **the following certification** signed by the Contractor or an authorized officer:

“I certify that I have examined the information provided herein, including the legal name, address, and Canada Revenue Agency identifier, and that it is correct and complete, and fully discloses the identification of this Contractor”.

## 8. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire contract period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Debriefings

After issuance of a contract, bidders may request a debriefing on the results of the Request for Proposal (RFP). Bidders should make the request to the Contracting Authority within 5 working days of receipt of notification that their proposal was unsuccessful. The debriefing request may be provided in writing, by telephone or in person.

## 10. Applicable Laws

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

## 11. Priority of Documents

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



- (a) the Articles of Agreement;
- (b) 2010B General Conditions - Services
- (c) Statement of Work
- (d) Basis of Payment
- (e) the Contractor's bid dated \_\_\_\_\_ (insert date of bid),

## 12. Suitability of Services

All services rendered may be evaluated within a reasonable time from commencement of the Contract on the basis of quality and adherence to CSPS's schedule and standards. Personnel assigned must be capable of performing the work at a level of competence deemed acceptable by CSPS.

Should personnel be found unsuitable to perform the services, and upon written advice from CSPS through the Contracting Authority, the Contractor shall implement suitable corrective action within five (5) working days upon receiving written notice by the Contracting Authority. Any costs associated with individual replacement shall be to the Contractor's own account.

CSPS has the right to reject any resource or work submitted that could result in potential embarrassment to CSPS, such as, where the past conduct of the resource(s) is (are) incompatible, **in the opinion of the CSPS**, with the subject matter of the training or the work performed, as described in the Statement of Work. CSPS also has the right to terminate, if necessary, any contract in which the work is performed by any individual who, **in the opinion of the CSPS**, is incompetent or has been conducting himself/herself improperly.

## 13. Intellectual Property (IP) (If Applicable)

The Intellectual Property will be vested with the Contractor. See Annex "E" for the complete clause.

## 14. Site Regulations

The Contractor must comply with all rules, instructions and directives in force on the site where the Work is performed.

## 15. Health and Safety in the Workplace

The Contractor has a duty to provide a safe environment and to protect students and participants from unreasonable risk of harm. The Contractor shall;

- a) ensure that no hazards or threats exist in the classroom that could pose a risk to the physical health and safety of students and participants. Take immediate action to address any emergency that occurs in the classroom;
- b) be familiar with the CSPS and building's emergency evacuation plans and procedures, and assist students and participants in leaving the classroom and exiting the building in an orderly and safe manner;
- c) notify their Pedagogical Advisor, Course Coordinator or CSPS Program Manager regarding any health and safety concerns that need to be addressed by CSPS; and,
- d) attend meetings at the request of the School on health and safety matters as required.

## 16. Replacement of Specific Individuals

1. If specific individuals are identified in the contract to perform the Work, the Contractor's must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.



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

#### **17. Sub-Contracting or Assignment**

The contractor is responsible to ensure that all proposed personnel and other professional resources are assigned for the duration of the agreement and are not replaced without due cause. If it is necessary for the contractor to replace personnel, the contractor must give at least ten (10) working days' notice in writing to the Project Authority.

Any sub-contracting for replacement of instructor personnel under the contract requires the prior written approval of the Project Authority (Replacement instructor is defined as back-up or sub-contractor who is to design, develop, teach or custom-design/adapt the said courses).





## STATEMENT OF WORK

**Title:**

French as a Second Language Training Services

**Objective:**

The CSPS is looking for an external provider to teach various part time private French as a Second Language courses based on the existing CSPS curriculum (PFL2B and SLE preparation).

**Background:**

To meet the requirements of their position or to achieve professional development objectives, employees of the federal government located in unilingual regions must learn French as a second language.

In this context, the Canada School of Public Service (CSPS) has developed study programs for federal employees to obtain a Level B (Intermediate) or Level C (Advanced) in their second language, as defined by the Public Service Commission.

The Programme de français langue seconde (PFL<sub>2</sub>) is used to teach French as a second language. It covers levels A, B and C and allows learners to acquire, at their own pace, the skills they need to interact in French at work and in their everyday life.

PFL<sub>2</sub>—A et B was designed for learners to achieve and maintain a Level B in French. It has 40 training objectives and ends with a three-week session that prepares learners for the Second Language Evaluation (SLE).

PFL<sub>2</sub>—C was designed for learners to achieve and maintain a Level C in French. It includes two preparatory sessions and four training modules, and ends with a three-week session that prepares learners for the SLE.

Each program includes self-learning material for independent study aimed at developing reading, writing, listening and speaking skills.

Other learning activities corresponding to the training objectives may be incorporated in order to supplement the CSPS programs.

The School will be responsible for course loading for full-time training. Once federal government employees have received their language training plan from the School, their department or agency will decide who will take private, semi-private and group training. Note that private training courses have one learner per course and semi-private training courses have two learners per course.

- For full-time group training, the School will draw up training lists grouping learners by the following criteria: target language, level sought, number of hours of training planned, initial training objective and chosen learning pace.

**Scope and Requirements:**

By means of this RFP, the Canada School of Public Service (CSPS) is seeking quotations/bids from Bidders for an external provider to deliver full time private or semi-private or group French as a Second Language courses based on the existing CSPS curriculum (PFL2AB and C, SLE preparation).

The request is for up to 4 concurrent classes of 750 hours of training each on a full time basis. There is a possibility of an option to extend, at the discretion of the School and based on operational requirement.

Courses to be delivered will be located in Vancouver (downtown) OR Abbotsford, exact location to be determined by client.





## A. Role of the CSPS

The School is responsible for ensuring the quality of language training.

The School is responsible for promoting its products and services to its clients, for providing orientation services relating to full-time training (to assess employees' aptitude for learning and achieving the required level of second-language proficiency and then develop their learning plans) ..

The School will also monitor the supplier's language training delivery method and ensure the quality of services provided. To this end, the School will:

- assess employees' aptitude for learning and achieving the required level of second-language proficiency and then develop their learning plans
- evaluate the quality of services provided by the supplier and ensure that they meet pre-established quality standards (in accordance with the criteria in the request for quotation)
- offer familiarization sessions to teachers chosen by the supplier on French second-language training programs, products and approaches
- offer familiarization sessions to teachers chosen by the supplier in order to ensure that they can administer all learning and evaluation tools (including those for monitoring progress and acquired proficiency) and can provide useful feedback to learners
- assess learners' level of satisfaction with the learning programs using the questionnaire they fill out
- monitor learners' progress and acquired proficiency using the Verification of Progress (VP) and Verification of Acquired Proficiency (VAP) tools
- communicate with departments, specifically regarding the progress made by learners and the measures to be taken with respect to their training.

## B. Role of the supplier

The successful bidder must agree to the following conditions:

- Provide training as requested by the School based on the School's PFL<sub>2</sub> programs and materials
- Be willing to provide the technology necessary to deliver the course, including but not limited to a laptop computer and a projector.
- Complete and send in the various reports requested by the School
- Ensure the dates as indicated in the contract are met. Only the CSPS can request an amendment to the contract.
- Allow the CSPS to observe and assess training sessions, and allow the CSPS to administer Verification Des Progrès (VDP) and Verification des Acquis (VDA) according to a set schedule.
- Make any changes (to the teaching resources, premises, technological tools, etc) as recommended by the CSPS.
- Complete mandatory training provided by the CSPS at no charge to Canada.



**CERTIFICATIONS TO BE INCLUDED WITH THE TECHNICAL BID**

Bidders **MUST** meet the requirements of the following certifications and **complete/sign/date** where appropriate to certify their compliance. See also Part 5 of this RFP - "Certifications "

**D.1 CERTIFICATION OF EDUCATION/EXPERIENCE**

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

\_\_\_\_\_  
**Signature of Authorized Company Official**

\_\_\_\_\_  
**Date**

**D.2 STATUS AND AVAILABILITY OF RESOURCES**

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

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

\_\_\_\_\_  
**Signature of Authorized Company Official**

\_\_\_\_\_  
**Date**

**D.3 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 FPS, bidders must provide the information required below.

**Definitions**

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) sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"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.

"pension" means a pension payable pursuant to the *Public Service Superannuation Act*, R.S., 1985, c. P-36, as indexed pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24.

### 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 fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### Certification

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

### D4 JOINT VENTURE

A Joint Venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, *sometimes referred as a consortium*, to submit an offer together on a requirement. Bidders who submit bid as a Joint Venture must indicate clearly that it is bid, the Bidder must provide the information on request from the RFP Authority.)

The Bidder represents that the offering entity **is** / **is not** (*circle as applicable*) a Joint Venture.

A Bidder that **is** a Joint Venture must provide the following additional information:



1. **Composition of Joint Venture:** (names and addresses of **all** members of the joint venture and the Procurement Business Number (PBN) of each member of the joint venture):

- \_\_\_\_\_ PBN: \_\_\_\_\_
- \_\_\_\_\_ PBN: \_\_\_\_\_
- \_\_\_\_\_ PBN: \_\_\_\_\_
- \_\_\_\_\_ PBN: \_\_\_\_\_

2. **The name of the representative of the Joint Venture, i.e., the member chosen by the other members to act on their behalf, if applicable:**

\_\_\_\_\_

3. **The name of the Joint Venture, if applicable:**

\_\_\_\_\_

4. **Type of Joint Venture** (*mark applicable choice*):

- incorporated joint venture       partnership joint venture  
 limited partnership joint venture     contractual joint venture  
 other

The bid and any resulting contract must be signed by all the members of the joint venture **unless** one member has been appointed to act on behalf of all members of the Joint Venture. The Contracting Authority may, at any time, require each member of the Joint Venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid and the contract. If a contract is issued to a Joint Venture, all members of the Joint Venture will be jointly and severally or solidarily liable for the performance of the contract.

**Signature of all Parties** (*if a Joint Venture applies*):

\_\_\_\_\_  
 \_\_\_\_\_

**Date :** \_\_\_\_\_

**Signature of Bidder** (*if a Joint Venture does not apply*): \_\_\_\_\_

**Date:** \_\_\_\_\_

**D.5 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

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 employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP-EE, evidence of its commitment must be provided before the award of the Contract. Suppliers who have been declared ineligible contractors by Human Resources and Social 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. Suppliers may be declared ineligible contractors 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 of their workforce. Any bid from ineligible contractors will be declared non-responsive.
2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP-EE, the Bidder must fax (819-953-8768) a copy of the signed form [LAB 1168](#), Certificate of Commitment to Implement Employment



Equity, to the Labour Branch of HRSDC. The form can be found on the following Service Canada Website: <http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>

3. The Bidder certifies its status with the FCP-EE, as follows:

The Bidder

- (a) ( ) is not subject to the FCP-EE, having a workforce of less than 100 permanent full or part-time employees in Canada,
- (b) ( ) is not subject to the FCP-EE, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c.44;
- (c) ( ) is subject to the requirements of the 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 HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ( ) is subject to the FCP-EE, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared ineligible contractor by HRSDC).

\_\_\_\_\_  
**Signature of Authorized Company Official**

\_\_\_\_\_  
**Date:**

Further information on the FCP-EE is available on the following HRSDC Website: <http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>.



### **Code of Conduct and Instructor Responsibilities**

CSPS aspires to deliver the highest standard of instruction to its participants. Instructors shall adhere to this Code of Conduct and Instructor Responsibilities. A breach of the code by an instructor is deemed to be a breach of the contract entitling the School to terminate the service.

Instructors shall:

Before a session:

- Ensure they are thoroughly prepared, having reviewed all the course materials and the information package provided
- Familiarize themselves with any equipment required to deliver the course (e.g. computer, projector)
- Respect the hours of work, and arrive in good time to prepare the classroom and greet participants (usually a minimum of 30 minutes before the class is scheduled to begin)
- Dress appropriately for a professional audience

During a session:

- Use only course materials provided by CSPS. If the instructor wishes to introduce additional materials, these should be approved in advance (5 working days) of the course delivery date by CSPS program staff.
- Respect the course schedule, including start, finish and break times
- Allow observers into the classroom, if requested by School staff
- Show respect for diversity and for the official languages of Canada
- Respect the School's policy and strategies for accommodating participants with special needs (e.g. visually impaired, motor impaired, environmental sensitivities, etc.)
- Refrain from the use of inappropriate language
- Refrain from soliciting business or competitive advantages from participants (such as distributing business cards, advertising, sale of products, offering prize draws)
- Follow guidelines for the use of copyrighted materials, including published works, music and materials taken from the Internet
- Act as ambassadors of the Canada School and the Government of Canada, and refrain from making negative comments about the course materials, the School or the federal government.
- Be willing to promote or distribute CSPS marketing materials within the classroom, if requested by CSPS staff
- Ensure attendance is taken according to the frequency stipulated by CSPS staff

Ongoing obligations

Recognize that CSPS has copyright of its course materials, including those designed by external contractors.



## Documentation

All documentation must be sent either by fax, or preferably, by email.

All documentation must be sent to the School, as specified in the Statement of Work, by the specified deadlines agreed upon signing of the contract.

All documentation may be prepared and submitted in the supplier's official language of choice (English or French):

1. Action plan if the class is having difficulty or a complaint is made.

This report shall be prepared when a class' performance, attitude or progress is deemed unsatisfactory or when a complaint has been made by the School. The report sets out the planned teaching strategies and actions. The reports shall be sent within two (2) working days from the moment when the supplier becomes aware of the issue or complaint.

2. Student attendance report

The supplier will be responsible for completing the report and also for keeping paper copies of the attendance reports signed by the learners. A copy of the attendance report must accompany the invoice.

3. Student progress report

The teacher shall follow the learner's performance on a monthly basis and shall ensure the learner's monthly progress report is duly filled out and sent to the CSPA representative by email the first business day of the month following the month being assessed.

4. Verification of Progress (VDP)

The VDPs will be administered according to the training schedule, which is based on the length of the training and the number of hours per week. The teacher shall submit each learner's feedback chart so that necessary follow up can be determined by the CSPA. Within two (2) business days after the VDP, the teacher will send the School a report assessing the learner's performance against the training objectives.

5. Course material

The supplier will provide their own materials set out in Annex B for the levels indicated in the course schedule.

6. Miscellaneous documents

The supplier shall provide the CSPA representative with any weekly learning plans, logbooks or individual monitoring plans that the CSPA requests. Any document that is requested must be delivered to the representative within two (2) business days from the time when the request is made.



For Information Only

**Basic Principles for Facilitating Training Sessions with Adult Learners.**

**Respect:**

- Adults learn readily in an informal setting which conveys a sense of being respected by both the instructor and fellow participants, with training materials and activities to match.
- **The physical and psychological environment is comfortable:** climate of well-being, calm and confidence, non-threatening; positive relations with all involved.

**Links with prior experience:**

- Adults arrive with a history, with unique and defining life experiences. The learning activities will resonate differently with each adult. Therefore, they should tie in with the learner's own experience, which should be drawn upon.

**Participation:**

- Adults must buy into the goals of the learning activities and must have a sense of how the activities advance these goals.
- Adults learn more readily when they are actively rather than passively involved. Individuals remember things more easily when they have participated actively and have had many opportunities for practical application.
- Expository time should be kept to a minimum. Spend as much of the time as possible on exercises and group discussion.

**Relevance/realism:**

- When we are working with adult learners, three knowledge factors have to be kept in mind:
  - **knowledge**, pure and simple, associated with ideas, concepts and information;
  - **expertise**, related to abilities, talents and skills; and so-called **soft skills**, associated with attitudes, values and convictions.

We have to make sure that the training is directly related to duties. Include in the training an explanation of how the knowledge or skills pursued will help participants to solve problems in their working or personal lives.





## CONTRACTOR TO OWN INTELLECTUAL PROPERTY RIGHTS IN FOREGROUND INFORMATION

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

### 01 Interpretation

1. In the Contract,

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

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

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

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

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

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

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

"Technical Information" means all information of a scientific, technical, or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software.



Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

## **02 Disclosure of Foreground Information**

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

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

1. Subject to subsection 3 and section 07 (Transfer of Intellectual Property Rights in Foreground Information), and without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract or that relate to information or data supplied by Canada for purposes of the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of the Contractor.
2. Notwithstanding the Contractor's ownership of the Intellectual Property Rights in Foreground Information that is a prototype, model or custom or customized system or equipment together with associated manuals and other operating and maintenance documents and tools, Canada shall have unrestricted ownership rights in those deliverables, including the right to make them available for public use, whether for a fee or otherwise, and, except in the case of Software that is not necessary for the operation of the prototype, model or system or equipment, the right to sell them.
3. (i) Where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Intellectual Property Rights that shall vest under subsection 1 shall be restricted to the Intellectual Property Rights in Foreground Information that is capable of being exploited without the use of the information or data supplied by Canada or such personal information. All Intellectual Property Rights in any database or other compilation, the Foreground Information in which cannot be exploited without the use of such information, data, or personal information, shall vest in Canada. The Contractor agrees that it shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract, and shall not dispose of it except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information, upon the completion or termination of the Contract or at such earlier time as the Minister may require.  
  
(ii) Notwithstanding subsection 1, if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.



#### 04 License to Intellectual Property Rights in Foreground Information

1. In consideration of Canada's contribution to the cost of development of the Foreground Information, the Contractor hereby grants to Canada a 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 03, for any public purpose except Commercial Exploitation in Competition with the Contractor. Canada's license to the Intellectual Property Rights in the Foreground Information also includes the right to disclose the Foreground Information to other governments for information purposes only. The Intellectual Property Rights arising from any modification, improvement, development or translation of the Foreground Information that is effected by or for Canada in the exercise of this license shall vest in Canada, or in such person as Canada shall decide.

2. The Contractor acknowledges that Canada may wish to award contracts for any of the purposes contemplated in subsection 1 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in the Foreground Information that vest in the Contractor pursuant to section 03, includes the right to disclose the Foreground Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require the bidder or the contractor not to use or disclose any Foreground Information except as may be necessary to proposal for or to carry out that contract.

3. For greater certainty and without limiting the generality of subsections 1 and 2, Canada's right to modify, improve, translate, reproduce or further develop any Foreground Information pursuant to subsections 1 and 2:

(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.

4. Notwithstanding subsections 1, 2, and 3, if any Foreground Information arises solely from correction by the Contractor of errors in Background Information that is Software, or from minor modifications made by the Contractor to such Software, then the license set out in subsections 1, 2 and 3 shall not apply to that Foreground Information and, unless otherwise agreed, the license that applies to such Background Information shall apply to that Foreground Information.

5. Where the Intellectual Property Rights in any Foreground Information are or will be owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1, 2 and 3 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Foreground Information.

6. If the Contractor wishes to make use of any Canada-owned information that was supplied for purposes of the Contract, for the commercial exploitation or further development of any of the Foreground Information, then the Contractor may make a written request for a license to exercise the required Intellectual Property Rights in that Canada-owned information, to the minister 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.

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.

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

1. Without restricting the scope of any license to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, 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.

2. Without restricting the scope of any license to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection 2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

3. Notwithstanding subsections 1 and 2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.

4. The Contractor acknowledges that, subject to paragraph (c) of subsection 1, Canada may wish to award contracts for any of the purposes contemplated in subsections 1 and 2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract.



Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to proposal for or to carry out that contract.

5. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

## **06 Right to License**

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

## **07 Transfer of Intellectual Property Rights in Foreground Information**

1. Until the Contractor completes the Work and discloses all of the Foreground Information in accordance with section 02 (Disclosure of Foreground Information), the Contractor shall not, without the prior written permission of the Minister, sell, assign or otherwise transfer title to the Intellectual Property Rights in any Foreground Information, or license or otherwise authorize the use of the Intellectual Property Rights in any of the Foreground Information by any person.

2. If Canada terminates the Contract in whole or in part for default, or if the Contractor fails to disclose any Foreground Information in accordance with section 02, the Minister may, by notice given not later than 90 days from the date of termination or from the date Canada learns of the failure to disclose, as the case may be, require the Contractor to convey to Canada all of the Intellectual Property Rights in the Foreground Information or, in the case of a notice based on failure to disclose, all of the Intellectual Property Rights in the Foreground Information not disclosed. In the case of either notice, the rights to be conveyed shall include the Intellectual Property Rights in any Foreground Information that have vested or are to vest in a Subcontractor at any tier. In the case of Intellectual Property Rights in Foreground Information which have been sold or assigned to a party other than a Subcontractor at any tier, the Contractor shall not be obligated to convey rights to Canada in accordance with this subsection, but shall pay to Canada on demand an amount equal to the consideration which the Contractor received from the sale or assignment of the Intellectual Property Rights in that Foreground Information or, in the case of a sale or assignment that was not at arm's length, the fair market value of the Intellectual Property Rights in that Foreground Information, in each case including the value of future royalties or license fees.

3. In the event of the issuance by the Minister of a notice under subsection 2, the Contractor shall, at its own expense and without delay, execute such conveyances or other documents relating to title to the Intellectual Property Rights as the minister 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.

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

1. In any sale, assignment, transfer or license of Intellectual Property Rights in Foreground Information by the Contractor except a sale or license for end use of a product based on Foreground Information, the Contractor shall impose on the other party all of its obligations to Canada in relation to the Intellectual Property Rights in the Foreground Information and any restrictions set out in the Contract on the use or



disposition of the Intellectual Property Rights in the Foreground Information (and, if applicable, the Foreground Information), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee.

2. The Contractor shall promptly notify Canada of the name; address and other pertinent information in regard to any transferee, assignee or licensee referred to in subsection 1, and shall ensure that such party is required to do the same with regard to any subsequent transferee, assignee or licensee.

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

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

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

2. Notwithstanding subsection 1, nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Foreground Information or any Background Information, or to disclose any Foreground Information or any Background Information, 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.

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

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



2. If the Contractor is an author of the Foreground Information referred to in subsection 1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.