



**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

**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
therefor.

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 indiqué(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:

Title-Sujet: Design, development and pilot the course on application of revenue and revenue spending	
Solicitation No. – No. de l'invitation CSPS-RFP-1314-EB009	Date August 12, 2013
Client Reference No. - No. De Référence du Client CSPS-RFP-1314-EB009	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time Zone on - le August 19, 2013	
Financial Codes - Codes financiers	
F.O.B. - F.A.B. Destination	
Address Inquiries to: - Adresser toute demande de renseignements à: Eric Beaudry Eric.beaudry@cspc-efpc.gc.ca	
Telephone No. - No de téléphone (613) 863-6591	Fax No. – No de Fax: (819-934-8325)
Destination of Goods and Services: Destinations des biens et services: NCR	
Instructions : See Herein Instructions : Voir aux présentes	
Delivery Required – Livraison exigée See Herein	Delivery Offered – Livraison proposée
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur	

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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 at 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 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/1>

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 **SUBJECT TO THE FOLLOWING REVISIONS FOR PURPOSES OF THIS Request for Proposal (RFP):**

1. wherever reference is made to Public Work and Government Services Canada (PWGSC) **revise** to read "Canada School of Public Service (CSPS)";
2. at Article 02, "Standard Instructions, Clauses and Conditions", **delete** "Pursuant to the Department of Public Works and Government Services Act, S.C. 1996,c.16...";
3. at Article 04, Item 2.(d), "Submission of Bids", **revise** to read "...send its bid only to the address indicated on page 1 of the Request for Proposals";
4. at Article 04, Item 4., "Submission of Bids", **revise** the bid validity period *from sixty (60) days to ninety (90) days*;
5. at article 19, "Further information", **delete** item 2.

2 Submission of Bids

The deadline for submission of bids is indicated on **page 1 of the RFP**. Bids (and any amendments thereto) received after the stipulated closing date and time will **not** be accepted and will be returned unopened to the Bidder, unless the late Bid qualifies as a 'Delayed Bid' as described in Article 6 of **Standard Instructions 2003 (2013.06.01)**. If a late Bid must be opened to determine the name and/or address of the Bidder or the nature of the enclosure, a covering letter will be sent to explain the necessity of opening the Bid.

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.**

ELECTRONIC TRANSMISSION OF BIDS – PERMITTED UNDER THE RFP

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

3 Enquiries - Bid Solicitation

All enquiries must be submitted to the RFP Authority no later than three (3) 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 (3 hard copy) (1 soft copy)

Section II: Financial Bid (1 copy) (1 soft 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 the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

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 Bidder must propose resource(s) to provide the required services as specified in the Statement of Work (Annex “A”). Proposed resource(s) will be evaluated against the following mandatory requirements.

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	MANDATORY TECHNICAL CRITERIA	Bid Page #	FOR CSPS USE ONLY	
			YES	NO
M1	The bidder's (*) proposed resource(s) (**) MUST provide a detailed, comprehensive résumé for the proposed resource to perform the services described in the Statement of Work, Annex “A”. The résumé SHALL be included as Appendix “A” to the Technical Bid.			
M2	The bidder's proposed resource(s) must have knowledge of and experience with legislation, policies, authorities and mechanisms used for revenue management and for other funding options within government, in particular with the <u>Policy Framework for Financial Management</u> and its <u>core Financial Management policies (i.e. Policy on Special Revenue Spending Authorities)</u> .			

	The proposed resource(s) must demonstrate this knowledge by providing a written summary or explanation of how they applied the Policy Framework for financial Management and its related policies within the past 5 years . This summary / explanation should be a minimum of 2 paragraphs to a maximum of 2 pages.			
M3	<p>The bidder's proposed resource(s) must have experience in course design in the past 5 years.</p> <p>At least one of the proposed resource(s) must demonstrate this by providing a detailed written summary of their experience on one (1) course as well as the description of the project (i.e. design steps, lessons learned, design challenges, etc...). This summary should be a minimum of 2 paragraphs to a maximum of 2 pages.</p>			
M4	<p>The bidder's proposed resource(s) must have experience in classroom delivery in the past 5 years.</p> <p>At least one of the proposed resource(s) must demonstrate this by providing a detailed written summary of their experience on one (1) course as well as the description of the delivered topic. This summary should be a minimum of 2 paragraphs to a maximum of 2 pages.</p>			
M5	At least one of the bidder's proposed resource(s) must have at least three (3) years of combined experience (with no overlap) in the field of revenue management and other funding options in the last ten (10) years.			
M6	<p>The bidder's proposed resource(s) must provide at least three references to validate the following (or according to the referred competency if there are 2 individuals):</p> <ul style="list-style-type: none"> • Knowledge and skills related to revenue management and other funding options (M5) • Knowledge and skills related to course design (M3) • Knowledge and skills related to course delivery (M4) <p>To be included in the reference is the following:</p> <ul style="list-style-type: none"> • Client name • Department name • Phone # and email address of client • Description of the project, deliverables, timelines, etc. 			

(*) The term **"bidder"** is being used to refer to the firm or contracting entity.

(**) The term **"proposed resource"** is being used to refer to the individual possessing the subject matter expertise. Such individual is being referred to in the Statement of Work as the "Subject Matter Expert (SME)".

1.1.2 Point Rated Criteria

The Point Rated Criteria contained herein will be used by CSPS 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. CSPS' 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 and obtain an **overall passing mark OVER 65 % or fifty-nine (59) points** of the Point Rated Criteria will be further considered for Contract award. If the Bid is under the passing mark of 65%, the Bid will immediately be declared non-responsive and will be given no further evaluation.

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 R1, R2, etc.

ITEM	POINT RATED CRITERIA	Bid Page #	Max. Points	For CSPS USE / NOTES
R1	The main resource with over the minimum mandatory three (3) years of combined experience in the field of revenue management and revenue funding as indicated in M5 will be awarded points for any additional years of experience. Five (5) points per additional year of experience, to a maximum of ten (10) points		10	
R2	The main proposed resource will be awarded five (5) points for every federal government project or initiative in revenue management and revenue funding he/she has worked on in the past five (5) years to a maximum of twenty (25) points.		25	
R3	The main proposed resource(s) will be awarded two (2) points for every private sector project or initiative in revenue management and revenue funding he/she has worked on in the past five (5) years to a maximum of ten (10) points.		10	
R4	Case study design: In order to evaluate case study design work, the bidder will have to submit a sample of all pedagogical material for one (1) case study designed on another project the main resource worked on. The quality of case study design work will be evaluated based on the following criteria: <ul style="list-style-type: none">• Quantity / quality of details along with the complexity of the scenario (0 points Poor, 3 points Fair, 5 points Good)• Quality and relevance of questions / exercises (0 points Poor, 3 points Fair, 5 points Good)		25	

	<ul style="list-style-type: none"> • Quality of the solutions for the questions / exercises (0 points Poor, 3 points Fair, 5 points Good) • Level of difficulty related to the subject and the learning objectives (0 points Poor, 3 points Fair, 5 points Good) • General appreciation of the product (0 points Poor, 3 points Fair, 5 points Good) 			
R5	<p>One provided reference as indicated in M5 will be assessed and further confirmation may be obtained through direct contact between a CSPA authority and the client reference in order to evaluate the following:</p> <ul style="list-style-type: none"> • Respect of timelines (0 points Poor, 3 points Fair, 5 points Good) • Quality of deliverables (0 points Poor, 3 points Fair, 5 points Good) • Good working relationship (0 points Poor, 3 points Fair, 5 points Good) • Availability for in-person meetings and timeliness of response (0 points Poor, 3 points Fair, 5 points Good) <p>The first complete response received will be considered for this evaluation.</p>		25	

The Point Rated Criteria will be worth 60% of final evaluation against 40% for the financial aspect.

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, Free on Board (FOB), with Canadian customs duties and excise taxes as applicable **INCLUDED**, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable, **EXCLUDED**.

For foreign-based Bidders, prices must be in Canadian currency, FOB Ottawa, Ontario, Canada, and **EXCLUDE** Canadian customs duties, excise taxes and GST or HST, as applicable. Canadian customs duties and excise taxes payable by the consignee will be added, for evaluation purposes only, to the prices submitted by foreign-based Bidders.

Bidders **MUST** provide a **FIRM ALL INCLUSIVE** Per Diem **RATE** in Canadian Funds, Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) **EXCLUDED**, for each city being bid on.

Pricing Table:

The Bidder **MUST** provide the following detailed information to be considered responsive.

Proposed Resource(s)		Firm all inclusive per-diem rate (in Cdn \$)	Proposed Level of Effort (number of days)	Total (in Cdn \$)
		A	B	C = A x B
1	Main Resource			
2	Secondary Resource			
3	Pilot (optional)			
TOTAL Proposal Price (Excluding GST/HST)				

NOTE: Pilot is considered optional, therefore will not be considered during the evaluation process.

FIRM PER DIEM RATE(s)

The firm per diem rate(s) is based on 7.5 hours (seven hours and 30 minutes) per day. For work performed for duration of more or less than one (1) day, the daily rate will be **prorated** accordingly to cover actual time worked. The firm per diem rate(s) is 'all inclusive' (inclusive of administrative expenses, etc.) except for GST/HST and any Travel and Living Expenses which are extra. The Bidder (Contractor) agrees with the promulgation of the per diem rates indicated above within CSPS. The level of effort (time to perform Work tasks) will be as indicated in the Statement of Work or as formally indicated to the Contractor by the Technical Authority, via e-mail or other agreed upon formal method.

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:

$$\frac{\text{Offeror's Rated Score}}{\text{Highest Rated Score}} \times 60 + \frac{\text{Lowest Offeror's Per Diem Rate}}{\text{Other Offeror's Per Diem Rate}} \times 40 =$$

Example: (technical merit **(60%)** and price **(40%)**)

Description	Offeror A	Offeror B	Offeror C
Offeror Technical Points Received	80	70.4	59
Offeror Proposed Per Diem Rate	\$1,100.00	\$1,250.00	\$1,450.00

Final Evaluation Score Calculation:

Offeror	Points for Technical Score	Points for Per Diem Rate	Total Points
Offeror A	$(80 / 80) \times 60\% = \mathbf{60}$	$(1,100 / 1,100) \times 40\% = \mathbf{40}$	100
Offeror B	$(70.4 / 80) \times 60\% = \mathbf{52.8}$	$(1,100 / 1,250) \times 40\% = \mathbf{35.2}$	88
Offeror C	$(59 / 80) \times 60\% = \mathbf{44.25}$	$(1,100 / 1,450) \times 40\% = \mathbf{30.34}$	74.59

In this example, **Offeror A** will be considered for contract award.

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**. 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.

2.1 Tie Breaker

Where two or more responsive bids have the identical all-inclusive delivery cost, the rank and final selection will be based on the following:

1st tie breaker criteria: The resource who clearly demonstrates the highest number of course design related to "Revenue and Revenue Spending" in the past five (5) years.

2nd tie breaker criteria (as back-up): The resource who clearly demonstrates the highest number of course deliveries in the past five (5) years related to "Revenue and Revenue Spending".

Please note this number must be clearly indicated in the proposal

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, CSPA 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 Industrial Security Directorate (CISD) 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 (at 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 so 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**, granted or approved by CISD/PWGSC.

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://www.ssi-iss.tpsgc-pwgsc.gc.ca/apropos-about/org/dsic-cisd-eng.html>

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: <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

3.1 General Conditions

2010B (2013.04.25) 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 duration of the contract shall be from contract award date to March 31, 2014.

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Eric Beaudry
Procurement Officer
Canada School of Public Service
Telephone: 613-863-6591
Facsimile: 819-934-8325
E-mail address: eric.beaudry@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 Applicable Laws

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

10 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),

11 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.

12 Intellectual Property (IP)

CSPS will take ownership to all IP arising from the Contract work per Exception Numbers 6.4.1 (To generate knowledge or information for public dissemination), and 6.5 (where the Foreground consists of material subject to copyright, including programming code, with the exception of computer software and all documentation pertaining to that software), of the Treasury Board policy on "Title to Intellectual Property Arising Under Crown Procurement Contracts".

ANNEX "A"

STATEMENT OF WORK

The following statement of work intends to describe the required work to be completed to prepare a case study for the Canada School of Public Service (CSPS) (1 ½ day to 2 days – TO BE DETERMINED) classroom course on Application of revenue management and revenue spending.

1. Title

"The Application of Revenue Management and Revenue Spending".

2. Objective

The expected objective from this engagement will be to award a contract for consultation services of a subject matter expert (or a combination of 2 resources). Such consultation services will be to design a case study on the application of revenue management and revenue spending and possibly teach the pilot course as well. Such services would end with a final tuning of the case study following the pilot.

3. Background

As a result of focus groups across the financial Management community within government, a need for a course on the application of revenue management and revenue spending was identified. It was determined that the course should focus on the application of the concepts presented in the basic course on "Introduction to Revenues and Revenue Spending". This case-study based course will provide the participants an opportunity to put into practice several concepts related to the management of revenues in the federal government.

We strongly recommend to all participants taking this functional course to have completed the "Introduction to Revenues and Revenue Spending" course unless they have a solid background in this field of expertise.

4. Scope of Work

The CSPS has identified a need to retain the consultation services in the revenue management and revenue spending area, more specifically to design a case study (including the scenario, questions / exercises, solutions and notes for the instructors), possibly deliver a pilot course (classroom) and adjust the material afterwards.

The subject matter expert consultant (SME) (or a combination of 2 resources) will develop the content in collaboration with CSPS based on the provided course training plan (CTP), case study outline and learning objectives. The consultant (SME) will ensure that the deliverables are compatible with the CSPS approach to course design.

The consultant (SME) (or a combination of 2 resources) will follow a Systems Approach to Training, which consists of the following phases: **Analysis, Design, Development, Implementation and Evaluation**. CSPS has standard processes and specific deliverables that are expected to be achieved during these phases. It is important that the consultant (SME) (or a combination of 2 resources) validates their work throughout the process with the CSPS, and that the key deliverables within each stage meets the approval of CSPS, possibly the Treasury Board Secretariat (TBS), Office of the Comptroller General (OCG) and a validation committee. The approval stages are further detailed below.

At all times, the consultant (SME) (or a combination of 2 resources) will work in conjunction with the CSPS subject matter expert (s) with respect to the content and / or the learning specialist (s), who will provide assurance to the application of adult learning principles and the provision of

other assistance. The CSPS subject matter expert (s) or the learning specialist (s) will act as the Project Authority and will work with the consultant (SME) (or a combination of 2 resources) with respect to the management of project deadlines.

5. Deliverables

The work process to be followed will consist of the following activities:

PHASE 1 - Finalizing the case study outline

- Bonify the case study outline if needed*;
- Integrate the comments from OCG/TBS, as required.

* The case study outline will be initially created by CSPS.

PHASE 2- Case Study Development

- Analyze relevant documentation, meet with OCG/TBS representatives and (If needed), other federal government subject matter experts;
- Based on the validated course training plan and the case study outline, design of the case study according to CSPS methodology and systemic approach to learning. Such design will need to meet the CSPS **minimum requirements (see below)**;
- In collaboration with the School, the Consultant (SME) will be required to present the required materials to the Treasury Board Secretariat and to a validation committee for approval prior to the pilot.
- Based on the feedback received from TBS and the validation committee, adjust the case study prior to the pilot.

PHASE 3 – Pilot (to be determined)

- Delivery of the pilot for the course “Application of Revenue Management and Revenue Spending” (1 ½ day to 2 days - TBD).

PHASE 4 - Post pilot adjustments of the case study

- The consultant (SME) will participate in the assessment and evaluation of the pilot with the CSPS subject matter expert(s) and / or learning specialist (s) and project authority.
- The consultant will participate in the post-pilot meeting to improve product into a final version according to feedback from OCG/TBS, CSPS, observers and participants;
- The consultant (SME) will be responsible for updating the content of the case study material, based on the assessments and evaluation tools and the CSPS learning specialist (s) will be responsible for refining the technical aspects.

MINIMUM REQUIREMENTS FOR THE COURSE

The deliverables must meet the following minimum requirements for the course:

- 1) Present material that engages the learners and meets the learning objectives stated in the course training plan;
- 2) Potentially bonify the case study outline created by CSPS;
- 3) Design a case study that includes:
 - a) Scenario (case study) (application of the content / concepts identified in section 7. *Draft Course Outline* for modules 2-3-4)
 - b) Questions / Exercises
 - c) Solutions for the exercises and case study (including references to source documentation)
 - d) Prepare notes for the instructor.
- 4) Teach the pilot for the course (as needed)*

* The pilot must be taught by one single person.

6. Schedule

The project will start at the contract signature and will end in March 2014.

Course: “The Application of Revenues and Revenue Spending”

Deliverables	Deadline
Contract award	Week of August 26 th , 2013
Project kick-off	Week of August 26 th , 2013
Phase 1: Finalizing the design of the case study outline & approval	Week of September 2 nd , 2013
Phase 2: + Development of the case study	September 27 th , 2013
+ Integration of changes following the validation and approval by TBS	By December 10 th , 2013
Phase 3: Pilot course	January 30-31 st , 2014
Phase 4: Post pilot adjustments to all material	Week of February 3 rd , 2014
End of the contract	March 2014

7. Draft Course Outline

Information on course	‘Application of Revenue Management and Revenue Spending’
Course Overview and intent	<p>This course is one of the functional courses in the FI core curriculum. It is expected that participants will have attended the basic level training course “Introduction to Revenues and Revenue Spending” (F130), which is recommended prior to taking this course.</p> <p>This case study based course will allow the participants to apply and integrate the theory, concepts and legislative requirements related to revenues management.</p>
Expected payoffs	<p>The “Application of Revenue Management and Revenue Spending” course is designed to provide participants the opportunity to put into practice several concepts related to revenues and revenue spending in the federal government through a case study which will help consolidate their knowledge. The applied concepts include authorities, recognition, recording, reporting and control related to revenues and revenue spending.</p> <p>At the end of this course, the participants will be able to:</p> <ul style="list-style-type: none">- recognize and identify potential or viable funding options;- discuss considerations such as the applicable authorities and consultations with stakeholders, as well as potential consequences associated with each option proposed;- apply the principles, directives, guidelines and good practices to recognize and record revenues;- illustrate the business processes related to revenues and

	<p>revenue spending and identify key internal controls; and</p> <ul style="list-style-type: none"> - apply the standards, directives and guidelines for reporting revenues.
Target audience	<p>This course is intended for all finance officers. Other staff involved in revenues and funding options could also benefit from this training.</p>
Topic areas / teaching points	<p>Pre-course Assignment – Review of Revenues and Revenue Spending Concepts and Introduction to the Case Study</p> <p>Participants will be asked to read specific reference material and answer a short quiz related to various revenues management concepts.</p> <p>Module 1 – Using Funding Options - Authorities and Approval Processes</p> <p>In this module, the participants will have to identify the different funding options available. This will include the identification of relevant authorities, documents to be prepared and key stakeholders to be involved and consulted in the approval process.</p> <p>Module 2 – Recognizing and Recording the Revenues</p> <p>In this module, participants will apply the relevant accounting policies and directives for recognition and recording of revenues and revenue spending. The case study will comprise the application of accounting treatment related to year-end entries, increase of departmental appropriation, collection of revenues and bank deposit.</p> <p>Module 3 – Financial Management and Control of the Revenues</p> <p>In this module, the participants will have to illustrate the business processes related to revenues and identify embedded key internal controls. They will also identify the roles and responsibilities related to the financial management and control of revenues and revenue spending.</p> <p>Module 4 – Reporting the Revenues</p> <p>This module will allow participants to apply the reporting requirements set out by central agencies in terms of revenues and revenue spending. The participants will have to present the information provided in the case and results from the previous modules in the form of external reports such as Departmental Financial statements, Public Accounts, ARLU, etc.</p> <p>Closing module – Wrap-up and Conclusion</p> <p>The instructor will provide give the highlights of the case study and ask participants what they have learned from their colleagues in terms of good practices that are already used, and new practices that will benefit them in their work.</p>

8. Travel

N/A

9. Constraints:

9.1 Sub-Contracting or Assignment

Any sub-contracting or any adding of new subject matter experts under the contract requires the prior, written approval of CSPA Project Authority.

9.2 Cancellation Clause

Should the contract need to be cancelled due to operational requirements, the contractor will be notified by CSPA within **ten (10) working days** without any financial penalty to the CSPA. The contractor will be compensated for any deliverables / work completed from the date of contract award to the date of notification of contract cancellation.

9.3 Intellectual Property and Copyright

All course material is CSPA's property and shall not be used, divulged or reproduced for any purpose other than the work assigned by CSPA.

9.4 CSPA Obligations and Support

Throughout the period of the Contract, the CSPA will be responsible for:

- a) Coordinating meetings with TBS representatives, subject matter experts and the validation committee.
- b) Provide the course training plan and the case study outline to consultant.
- c) Meet with the consultant as required.
- d) Provide comments to design output within five (5) working days and respond to written requests for information.
- e) Offer advice regarding possible application exercise / case study.
- f) Will offer quality assurance verification on the application exercise /case study suggested by consultant.
- g) Will manage project according to milestones and deadlines outlined in section 6. Will make sure the consultant understand what is at stake.
- h) Will work out with the consultant the more specific milestones and progressive deadline for each subpart of the deliverables with the consultant.
- i) Liaise with the Contractor on matters and issues relating to management of the contract with the CSPA and other issues as they may arise (i.e. level of satisfaction)
- j) Translation of documents
- k) Provide any other assistance or support that is essential to the project.

9.5 Consultant's (or a combination of 2 resources) Obligations

The consultant (or a combination of 2 resources) will:

- a) Work in conjunction and close contact with CSPA project authority, learning specialist (s) and project manager.
- b) Be available and prepared to consult and meet on site with the Project Authority, TBS representatives, subject matter experts and the validation committee.
- c) Complete assigned work according to pre-defined schedules and methodology, as outlined in Section 6 (Deliverables and Schedule) **(No extension in cost and time will be accepted).**
- d) Honor the more detailed milestones/ deadlines of the sub-parts that will be determined during the work plan discussions.
- e) Provide comments to design output within five (5) calendar days and respond to written requests for information.
- f) Be available and on-site as needed and capable of commencing work within the same week of a Contract Award
- g) Assign one qualified resource as the Prime Consultant to perform the work as described.
- h) Provide a strategy for a Backup Consultant (English) with the same competencies in case the proposed Prime Consultant becomes unavailable;
- i) Ensure that the Backup Consultant is kept current at all times on work completed and work in

-
- progress
- j) Assigned resources must be available for the entire project (start to finish);
 - k) Participate in the presentation of the final course material (Participant's manual & complementary training material) to the validation committee;
 - l) Provide verbal and written progress reports as required
 - m) Update the content of the entire case study material, based on the post-pilot evaluation and meeting
 - n) Possibly teach the pilot in English (to be confirmed)

It is the responsibility of the Contractor to, at all times, conduct itself and to ensure the performance of its deployed personal in accordance with the terms and conditions of the resultant Contract in the completion of all work, and in the spirit of the values and ethics code for the public service. The Contractor is responsible for the quality and completeness of all work completed under the resultant Contract and submitted to CSPS in fulfillment of all obligations.

10. Language

Reports and other written deliverables are to be submitted in English since the pilot will be in this official language.

Translation will be taken care by CSPS and the French version will be delivered once the final product has been delivered in English first.

11. Location of Work

The bulk of the work for the contractor will be conducted:

- At the Contractor's place of business for analysis and deliverable preparation; and
- At the CSPS (241 Boul. Cité des Jeunes, Gatineau) for meetings, information sharing, presentations and client access, where necessary.

12. Cost and Level of Effort

The total cost to carry out this project will include time to be spent on each phase as identified in section 6 above and to complete the deliverables identified. Cost must be separated in 2 parts:

Part I

- Analysis – Project Plan
- Design – Course Training Plan
- Development – Revised/Updated Draft Course Content
- Evaluation and Final Course Content (updating the content of the case study material)

Part II

- Implementation – Pilot (teaching of the pilot course)

13. Period of Work

Work will commence upon Contract Award, and will conclude by March 31, 2014.

14. Terms of Payment

Payment for services rendered will be made upon receipt of invoice detailing the tasks/work completed, the actual days expended for the specific tasks/work completed, the rate of the resource and the total invoice amount.

It is requested that a proposed method of payment be included in the proposal and shall be subject to review and acceptance by the Project Authority. The Project Authority retains the right to negotiate an acceptable method of payment.

15. Project Authority

Work provided under any Contract resulting here from will be subject to inspection and acceptance by the Project Authority.

The Project Authority is responsible for all matters concerning the technical content of the work under this requirement. Any proposed changes to the Scope of Work are to be discussed with the Project Authority, but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

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>.

GENERAL CONDITIONS
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The general conditions are addressed to any potential suppliers interested in doing business with the Canada School of Public Service and are incorporated in all contractual agreement issued by the Canada School of Public Service.

GC01 Interpretation

In the Contract, unless the context otherwise requires:

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Articles of Agreement" means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions* Manual to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty", "the President" or "the Government" means Her Majesty the Queen in right of Canada as represented by the President of the Treasury Board and any other person duly authorized to act on behalf of that President;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Departmental Representative", "Technical Authority" or "Project Authority" means the person designated in the Contract, or by notice to the Contractor, to act as the representative of the President of the Treasury Board for the Work which is being carried out in matters concerning the technical aspects of the Work.

"Government Property" means anything 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;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"President" means President of the Treasury Board and any other person duly authorized to act on behalf of that President;

"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 print-outs,

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)" on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

GC02 Standard Clauses and Conditions

Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.

GC03 Powers of Canada

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

GC04 Status of the Contractor

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

GC05 Conduct of the Work

1. The Contractor represents and warrants that:
 - a. it is competent to perform the Work;
 - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
 - a. perform the Work diligently and efficiently;
 - b. except for Government Property, supply everything necessary to perform the Work;
 - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - d. select and employ a sufficient number of qualified people;
 - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
 - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has been conducting himself/herself improperly.
4. All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to Canada.

-
5. Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.
 6. Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 26, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
 7. The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.
 8. The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

GC06 Subcontracts

1. Except as provided in subsection 2, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
 - a. a.purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
 - b. b.subcontract any portion of the Work as is customary in the carrying out of similar contracts; and;
 - c. c.permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a) and (b).
3. In any subcontract other than a subcontract referred to in paragraph 2.(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Canada than the conditions of the Contract.
4. Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

GC07 Specifications

1. All Specifications provided by Canada or on behalf of Canada to the Contractor in connection with the Contract, belongs to Canada and must be used by the Contractor only for the purpose of performing the Work.

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2. If the Contract provides that Specifications provided furnished by the Contractor must be approved by Canada, that approval will not relieve the Contractor of its responsibility to meet all requirements of the Contract.

GC08 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
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 notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a) the name, qualifications and experience of the proposed replacement; and
 - b) proof that the proposed replacement has the required security clearance granted by 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 of this clause. 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.

GC09 Time of the Essence

It is essential that the Work be performed within or at the time stated in the Contract.

GC10 Excusable Delay

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
 - a. is beyond the reasonable control of the Contractor;
 - b. could not reasonably have been foreseen;
 - c. could not reasonably have been prevented by means reasonably available to the Contractor; and
 - d. occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

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2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
 3. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
 4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

GC11 Inspection and Acceptance of the Work

1. All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any Work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
2. The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.
3. The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada. The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three (3) years after the end of the Contract.

GC12 Invoice Submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - b. deduction for holdback, if applicable;
 - c. the extension of the totals, if applicable; and

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3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

GC13 Taxes

1. Federal government departments and agencies are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
5. Tax Withholding of 15 Percent – Canada Revenue Agency

Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](#). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

GC14 Payment Period

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 15.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

GC15 Interest on Overdue Accounts

1. For the purpose of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

GC16 Compliance with Applicable Laws

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

GC17 Ownership

- 1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

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4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

GC18 Copyright

1. In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.
2. Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
3. The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.
4. The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

GC19 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada under section 17. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

GC20 Confidentiality

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of the appropriate authorized Government of Canada representative. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.
2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to the designated and authorized Government of Canada representative all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.

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3. Subject to the *Access to Information Act*, R.S., 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
 4. The obligations of the Parties set out in this section do not apply to any information if the information:
 - a) is publicly available from a source other than the other Party; or
 - b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
 - c) is developed by a Party without use of the information of the other Party.
 5. Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Canada School of Public Service (CSPS) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
 6. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.
 7. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Canada; representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

GC21 Government Property

- 1 All Government Property must be used by the Contractor solely for the purpose of the Contract and remains the property of Canada. The Contractor must maintain adequate accounting records of all Government Property and, whenever feasible, mark it as being the property of Canada.
- 2 The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
- 3 All Government Property, unless it is installed or incorporated in the Work, must be returned to Canada on demand. All scrap and all waste materials, articles or things that

are Government Property must, unless provided otherwise in the Contract, remain the property of Canada and must be disposed of only as directed by Canada.

- 4 At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor must provide to Canada an inventory of all Government Property relating to the Contract.

GC22 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

GC23 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning Intellectual Property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defense and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - a. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - b. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - c. The Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - d. The Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do

so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - b. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - c. take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (section 4 c.) or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

GC24 Amendment and Waivers

1. To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
2. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with subsection 1.
3. A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
4. The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach.

GC25 Assignment

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

GC26 Suspension of the Work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must

immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these one hundred eighty (180) days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 27 or section 28.

2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

GC27 Default by the Contractor

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because 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.

GC28 Termination for Convenience

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.

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2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
 - a. on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - b. the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
 - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
 3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
 4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

GC29 Accounts and Audits

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Purchase Order, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

GC30 Right of Set-off

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

GC31 Notice

Any notice under the Contract 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.

GC32 Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of Interest Act](#), 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

GC33 No Bribe or Conflict

1. The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
2. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
4. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may appear or may impair the ability of the Contractor to perform the Work diligently and independently.

GC34 SURVIVAL

ALL THE PARTIES' OBLIGATIONS OF CONFIDENTIALITY, REPRESENTATIONS AND WARRANTIES SET OUT IN THE CONTRACT AS WELL AS THE PROVISIONS, WHICH BY THE NATURE OF THE RIGHTS OR OBLIGATIONS MIGHT REASONABLY BE EXPECTED TO SURVIVE, WILL SURVIVE THE EXPIRY OR TERMINATION OF THE CONTRACT.

GC35 SEVERABILITY

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

GC36 Successors and Assigns

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

GC37 Contingency Fees

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#), 1985, c. 44 (4th Supplement).

GC38 International Sanctions

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.
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 28

GC39 Code of Conduct and Certifications - Contract

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. In addition to complying with the Code of Conduct for Procurement, the Contractor must also comply with the terms set out in this section.
2. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's affiliates fail to remain free and clear of any acts or convictions specified herein during the period

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- of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.
3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Contractor's affiliates if:
 - a. directly or indirectly either one controls or has the power to control the other, or
 - b. a third party has the power to control both.Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.
 4. The Contractor must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the period of the contract. The Contractor must also, when so requested, provide Canada with the corresponding Consent Forms.
 5. The Contractor certifies that it is aware, and that its affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.
 6. The Contractor certifies that neither the Contractor nor any of the Contractor's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.
 7. The Contractor certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under the contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:
 - a. 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. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the *Criminal Code of Canada*, or
 - c. section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the *Criminal Code of Canada*, or
 - d. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the *Competition Act*, or
 - e. section 239 (False or deceptive statements) of the *Income Tax Act*, or
 - f. section 327 (False or deceptive statements) of the *Excise Tax Act*, or
 - g. section 3 (Bribing a foreign public official) of the *Corruption of Foreign Public Officials Act*, or

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- h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the *Controlled Drugs and Substance Act*.

GC40 Harassment in the Workplace

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Policy on Harassment Prevention and Resolution, which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

GC41 Entire Agreement

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

GC42 Access to Information

Records created by the Contractor, and under the control of Canada, are subject to the *Access to Information Act*. The Contractor acknowledges the responsibilities of Canada under the *Access to Information Act* and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the *Access to Information Act* provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the *Access to Information Act* is guilty of an offence and is liable to imprisonment or a fine, or both.

GC43 Dispute Resolution

1. In the event of a dispute arising under the terms of this Contract, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties could not resolve the dispute through negotiation, they agree to submit the dispute to mediation. The Parties will share the cost of mediation equally. In the event that one or more issues remain in dispute following completion of the mediation, then the Parties agree to submit those issues to binding arbitration pursuant to the *Commercial Arbitration Act*.
2. The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

GC44 Security and Protection of Work

1. Notwithstanding the Validity Date of the Contract, it is a precondition of the Contract that the Contractor and his personnel have a Security Clearance at the level designated for Work assignment for the full length of the Contract. The Contractor shall take all reasonable steps necessary to ensure that its performance of the Work, in accordance with the provisions of the Contract, adheres to all requirements of this Security Clearance level. The Ministry may, at any time, conduct an examination of the Contractor's premises, documents and records to verify whether the Contractor is complying with the security requirements of the Contract.
2. Subject to subsection 3 , the Contractor and his personnel shall treat as confidential and shall not disclose, during as well as after the performance of the Work, any information to which the Contractor becomes privy as a result of the Contract and which has not been approved for release to the public.
3. The Contractor and his personnel shall not speak on nor disseminate in any manner to the public, any information in relation to the Contract, including, but not limited to reports, data, findings or conclusions arising from the Contract, without the prior written permission of the Departmental Representative.
4. The Contractor and his personnel shall forthwith remedy any breach of the Contract Security and Protection of Work provisions, in accordance with the President's instructions, failing which the Departmental Representative shall have the right to terminate the Contract for default of the Contractor in accordance with subsection 27.
5. The Contractor and his personnel should be familiar with the contents of the *Security of Information Act* and the Public Work Government Services Canada Industrial Security Manual.
 - a) Canadian & International Industrial Security Directorate - Industrial Security Manual
 - b) Justice Canada - *Security of Information Act*

GC45 Public Disclosure of Basic Information

The contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information - other than information described in any of paragraphs 20(1)(a) to (d) of the Access to Information Act - relating to the contract.

GC46 Indemnification

- 1 The Contractor shall indemnify and save harmless Canada, the President and their servants and agents from and against any damages, costs or expenses or any claim, action, suit or other proceeding which they or any of them may at any time incur or suffer as a result of or arising out of:
 - a) any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the performance of the Work or any part thereof, except that Canada and the President shall not claim indemnity under this section to the extent that the injury, loss or damage has been caused by Canada; and
 - b) any seizure, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by Canada.

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- 2 The President shall give notice to the Contractor of any claim, action, suit or proceeding referred to in subsection 1 and the Contractor shall, to the extent requested by the Attorney General of Canada, at its own expense participate in or conduct the defense of any such claim, action, suit or proceeding and any negotiations for settlement of the same, but the Contractor shall not be liable to indemnify Canada for payment of any settlement unless it has consented to the settlement.

GC47 Public Disclosure of Contracts with Former Public Servants

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

1. GC48 PRIORITY OF DOCUMENTS

In the event of discrepancies or conflicts between these General Conditions and anything in the other documents making up the Contract, the General Conditions govern.

GC49 Unauthorized Codes

1. The Contractor warrants that any data or software provided to the President under this Contract will not contain any unauthorized code, whether or not through fault or negligence of the Contractor.
2. Without limiting the application of SectionGC19, in the event that the President suffers any damages resulting from the presence of any unauthorized code, the Contractor shall be liable for all costs and expenses incurred by the President to restore the system to its original condition.



ANNEX G SUPPLEMENTAL CONDITIONS

SC01 Former Public Servant
SC02 T1204 Supplemental Slip
SC03 Definition of a day
SC04 Schedule and location of Work
SC05 Closure of Government Offices
SC06 Contract Administration

ANNEX G SUPPLEMENTAL CONDITIONS

SC01 Former Public Servants

It is a term of the Contract:

- a) that the Contractor has declared to the Departmental Representative whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive or the Executive Employment Transition Program;
- b) that the Contractor has informed the Departmental Representative of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based; and
- c) that the Contractor has declared to the Departmental Representative whether the Contractor has in receipt of a pension paid pursuant to the *Public Service Superannuation Act* as indexed by the *Supplementary Retirement Benefits Act*.

SC02 T1204 Supplementary Slip

Pursuant to paragraph 221(1)(d) of the *Income Tax Act*, payments made by departments and agencies under applicable service contracts must be reported on a T1204 supplementary slip. To comply with this requirement, the Contractor must complete the Contractor Certification form prescribed by Canada School of Public Service.

SC03 Definition of a day

A day is defined as 7.5 hours exclusive of meal breaks. Payment shall be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day shall be prorated to reflect actual time worked in accordance with the following formula:

Hours worked X (firm per diem rate /7.5 hours)

SC04 Schedule and Location of Work

Where the work is to be performed in the offices of the CSPS, the Contractor shall, for better coordination, follow the same time schedule as applicable to employees of the CSPS.

The schedule and location of work will be set forth in the Statement of Work.

SC05 Closure of Government Offices



Where Contractor's employees are providing services on government premises under this Contract and the said premises become non accessible due to evacuation or closure of government offices, 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.

SC06 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the Contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.