



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À :**

Department of Justice  
Finance and Procurement Branch  
attention: Elena Di Cola, Contract Management Officer  
100 Metcalfe Street, 7<sup>th</sup> floor  
Ottawa, Ontario K1A 0H8  
Canada  
Bid Receiving Unit: 613-724-1521

Ministère de la Justice  
Direction générale, finances et approvisionnement  
attention: Elena Di Cola, Agent de gestion des marchés  
100, rue Metcalfe, 7<sup>e</sup> étage  
Ottawa, Ontario K1A 0H8  
Canada  
service de réception des soumissions : 613-724-1521

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Department of Justice**

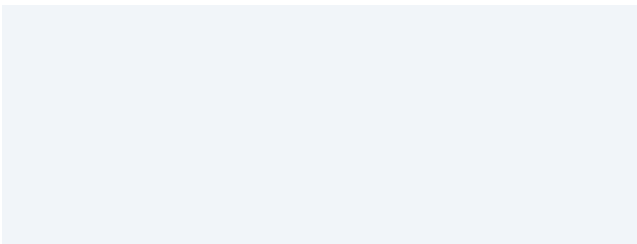
We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

**Proposition à: Ministère de la Justice**

Nous offrons par la présente de vendre à Sa Majesté la 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-annexées, au(x) prix indiqué(s).

**Comments - Commentaires**

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



**Issuing Office – Bureau de distribution**

Department of Justice  
100 Metcalfe Street, 7<sup>th</sup> floor  
Ottawa, Ontario K1A 0H8  
Canada

Ministère de la Justice  
100, rue Metcalfe, 7<sup>e</sup> étage  
Ottawa, Ontario K1A 0H8  
Canada

<b>Title – Sujet</b> Executive Leadership Program (ELP) – Design and Delivery of Cohorts	
<b>Solicitation No. – N° de l'invitation</b> 1000013618	<b>Date</b> 2013-09-03
<b>Client Reference No. – N° référence du client</b> 1000013618	
<b>GETS Reference No. – N° de référence de SEAG</b>	
<b>File No. – N° de dossier</b>	<b>CCC No. / N° CCC - FMS N o. / N° VME</b>
<b>Solicitation Closes L'invitation prend fin</b> at – à <b>02 :00 PM – 14h00</b> on – le 2013-10-16	<b>Time Zone Fuseau horaire</b> Eastern Standard Time (EDT) Heure Normale de l'Est (HNE)
<b>F.O.B. - F.A.B.</b> Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
<b>Address inquiries to – Adresser toute demande de renseignements à :</b> Elena Di Cola, Contract Management Officer Department of Justice, Finance and Procurement Branch elena.dicola@justice.gc.ca	
<b>Area code and Telephone No. Code régional et N° de téléphone</b> 613-301-3220	<b>Facsimile No. N° de télécopieur</b>
<b>Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :</b> Department of Justice National Capital Region, Canada	
<b>Instructions: See Herein</b> <b>Instructions: Voir aux présentes</b>	
Delivery required -Livraison exigée      Delivery offered -Livraison proposée	
See Herein – Voir aux présentes	
<b>Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
Telephone No. -N° de téléphone	
Facsimile No. -N° de télécopieur	
<b>Name and title of person authorized to sign on behalf of Vendor/firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, and the Task Authorization Form

### 1.2 Summary

The Department of Justice requires services for the design and delivery of four (4) to five (5) day on-site Executive Leadership Program (ELP) training. The course/program may contain further virtual training not requiring on-site presence of participants and as proposed in the Contractor's bid. These services will include:

- an executive leadership course/program customized to the particular context and needs of the Department's executive cadre;
- course/program delivery;
- course/program revisions/ adjustments as requested by the Project Authority and in response to participant evaluations; and
- course/program to be adjusted as needed in order to be current with evolving industry standards.

Up to three (3) cohorts are planned for the initial contract period. The Department of Justice reserves the option to extend the contract for up to four (4) additional fiscal years, for a total of twelve (12) cohorts. The extensions will be enacted via formal contract amendments.

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

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the Attachment 1 to Part 5 named Federal Contractors Program for Employment Equity – Certification.

### 1.3 Debriefings

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



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003 \(2013-06-01\) Standard Instructions - Goods or Services - Competitive Requirements](#), are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

Bids must be submitted only to Department of Justice Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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.

### 2.4 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

### Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (4 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

- use 8.5 x 11 inch (216 mm x 279 mm) paper;
- use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings.

### Section II: Financial Bid

- Bidders must submit their financial bid in accordance with the Pricing Schedule in Attachment 1 to Part 3.
- Exchange Rate Fluctuation

*SACC Manual* clause C3011T (2010-01-11), **Exchange Rate Fluctuation**

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

### Section III: Certifications

Bidders must submit the certifications required under Part 5.

Bidders must also submit Page 1 of this Request for Proposal, completed and signed and dated by a person authorized to sign on behalf of the Bidder (Vendor/firm).



## ATTACHMENT 1 to PART 3 – PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada’s future usage of the services described in the bid solicitation will be consistent with this data.

Costs must be shown in Canadian dollars. Cost proposals in a currency other than Canadian dollars will be rejected.

Financial proposals will be evaluated on the total potential cost of the contract including any options and excluding applicable taxes. Options periods will be exercised at the discretion of the Department of Justice and their inclusion in the total bid price is not to be understood as a firm commitment by the Department of Justice to exercise these options.

“**The Firm All-inclusive Cost per Individual Participant**” must include any and all costs associated with the development, delivery and organization of the course/cohort, such as for example:

- Initial and ongoing adjustments to the Leadership Program to suit the target audience. Ongoing adjustments may be prompted by participant comments and as accepted by Project Authority and communicated by the Project Authority to the Contractor.
- Adjustments to keep the course current with evolving industry standards
- Costs of translation
- Contractor travel costs
- Costs associated with the course/program delivery such as facilities and/or equipment rental and course materials
- Contractor personnel costs

### Ceiling Rates: cost per individual participant

The maximum amount for cost per individual participant is limited to \$5,500 before tax regardless of which period (fiscal year) of delivery. Proposals with individual participant costs in excess of \$5,500 will be declared non-responsive.

Cohorts will have a minimum of 18 participants to a maximum of 25 participants.

### PRICING SCHEDULE

Period	Cost per Individual Participant	Maximum Number of Participants per Cohort	Estimated Quantity of Cohorts	Total Cost per Period (Fiscal Year)
Initial Contract Period - Fiscal Year 2013/14 (Contract date to March 31, 2014)	\$	25	3	\$
Option Period 1 - Fiscal Year 2014/15 (April 1, 2014 to March 31, 2015)	\$	25	4	\$
Option Period 2 - Fiscal Year 2015/16 (April 1, 2015 to March 31, 2016)	\$	25	2	\$
Option Period 3 - Fiscal Year 2016/17 (April 1, 2016 to March 31, 2017)	\$	25	2	\$
Option Period 4 - Fiscal Year 2017/18 (April 1, 2017 to March 31, 2018)	\$	25	1	\$
<b>Total Estimated Cost excluding applicable taxes and including the 4 option years:</b>				\$
<b>Amount of Applicable Taxes:</b>				\$
<b>Total Estimated Costs inclusive of applicable taxes for total potential contract value:</b>				\$



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1. Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

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

#### 4.1.2 Financial Evaluation

- 4.1.2.1 The volumetric data included in the pricing schedule detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.
- 4.1.2.2 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

### 4.2. Basis of Selection

4.2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all mandatory criteria; and
- (c) obtain the required minimum points specified in Attachment 1 to Part 4 for the technical evaluation

4.2.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive.

4.2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80 % for the technical merit and 20 % for the price.

4.2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained from the maximum 180 available technical merit points.

4.2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the 45 available pricing points.

4.2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

4.2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by an 80/20 ratio of technical merit and price, respectively. The total available technical merit points equals 180, the available pricing points is 45 and the lowest evaluated price is \$1,000.

<b>Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)</b>			
	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
Overall Technical Score (max 160)	136	105	109
Bid Evaluated Price	\$1,222	\$1,111	\$1,000
<b>Calculations</b>			
Pricing Score (max 40)	$\$1,000/\$1,222 \times 45 = 36.8$	$\$1,000/\$1,111 \times 45 = 40.5$	$\$1,000/\$1,000 \times 45 = 45$
Combined Rating (max 200)	$136 + 36.8 = \mathbf{172.8}$	$105 + 40.5 = \mathbf{145.5}$	$109 + 45.0 = \mathbf{159}$
<b>Overall Rating</b>	1st	3rd	2nd

### 4.3. Presentation of the Technical Proposal

#### 4.3.1 Submission Requirements For The Mandatory Criteria





**Criteria M1 - Bidding Organization’s experience**

On two (2) pages or less, describe the bidding organization’s experience in developing and delivering tailored leadership development programs/courses to executives including executives in the public sector. Include reference to the client, describe the participant audience, the number of cohorts delivered, the year of delivery, the type of program, and the degree of tailoring or customization of the program that the bidding organization was required to do.

**Criteria M2 – Experience of Facilitation/Delivery Resources**

On one (1) page or less per resource, describe a summary of the experience of a minimum of three and a maximum of 10 named facilitation/delivery resources over the last five (5) years demonstrating that each named resource has delivered or facilitated a minimum of five (5) leadership development programs/courses or specific modules within a leadership development program.

**Criteria M3 – Language Capacity (English/French) of Proposed Facilitation/Delivery Resources**

On one (1) page or less, describe the demonstrated linguistic capacity of the resources named in M2. Demonstration required means that each resource has successfully delivered or facilitated at least three (3) programs/courses or specific modules within a leadership development program in French and/or in English and/or both French and English in the past three (3) years. It must be demonstrated that at least one third of the named resources have experience to do so in English and at least one third of the named resources have experience to do so in French. The remaining third may have experience in either English or French or in both official languages.

**Criteria M4 – Facilities**

On one (1) page or less, describe the facilities and ancillary equipment the bidder has provided and organized on two (2) or more occasions over the last three (3) years catering to executive clientele. The description should address facility requirements of the type in the section on Facilities in the Statement of Work as applicable.

**4.3.2 Submission Requirements For The Point Rated Technical Criteria**

**BIDDING ORGANIZATION**

**R1 Experience of the Bidding Organization**

Provide up to five (5) descriptions, not exceeding one (1) page each, of the bidding organization’s experience in developing and delivering leadership program. Each description must be for a different client. The description must include the following information:

<b>Name of Program:</b>	<b>Delivery Date(s):</b>	<b>Name of Client Organization:</b>
<b>Duration of Each Course:</b>	<b>No of Participants per Course:</b>	<b>Type of Participants:</b>
<b>Start and End Date of Contract:</b>		<b>\$ Value of Contract:</b>
<b>Name of Client Reference:</b>	<b>Telephone No of Client Reference:</b>	<b>E-mail of Client Reference:</b>
Describe Program delivered, results achieved, degree of customization / tailoring required, performance measurement tool applied if applicable and other relevant information. Evidence of recognition of program if applicable.		

**PERSONNEL**

**R2 Oversight Personnel**





Describe on two (2) pages or less, the relevant education, training and experience of proposed oversight personnel in (a) the development, customization of similar training programs; such as the initial as well as the ongoing adjustment to programs/courses or modules based on client feedback; (b) the exercise of quality assurance over course delivery, provision of guidance and leadership to proposed facilitation/delivery resources; and (c) keeping the course current with evolving industry standards that impact the course content.

Note: one oversight personnel may also be proposed as a facilitation/delivery resource.

### **R3 Proposed Facilitation/Delivery Resources**

Provide résumés of the proposed resources named in M2 to facilitate/deliver the course/program. Each résumé is not to exceed three (3) pages. The résumé must describe the names and qualifications of the proposed resource(s) who will be assigned to the course/program or modules and provide relevant background information, with descriptions of previous work experience related to the subject requirement and provide three (3) reference contacts of former clients (name and title of individual, name of organization, e-mail address and telephone number).

*(Note: The Department of Justice reserves the right to contact the named references to validate the information provided in the proposal).*

The résumé is to be presented in the following order of presentation:

- 1) Proposed position(s):
- 2) Name:
- 3) Language(s) spoken, read and written and degree of proficiency in each:
- 4) Education (degrees received and dates)
- 5) Relevant Training (dates and duration of training)
- 6) Personal Security Clearance: date and security certificate number (as applicable)
- 7) History of employment and assignments in reverse chronological order
- 8) Reference contacts

Note: If more or other resources are proposed in R3 than named in M2, only the eligible number of resources named in M2 will be evaluated.

## **METHODOLOGY/APPROACH**

### **R4 Adjustments/Revisions to Course/Program**

- (a) On one (1) page or less, describe the bidder's proposed methodology and approach to the initial customization/tailoring of course content and delivery to the particular audience and their work environment.
- (b) On one (1) page or less, describe the bidder's proposed methodology and approach to the ongoing customization/tailoring of course content and delivery to the particular audience and their work environment in response to participant feedback and as requested by the Department of Justice Project Authority.
- (c) On two (2) pages or less, describe the bidder's proposed methodology and approach with respect to ensuring the course is kept up to date with evolving industry standards in the field of leadership competencies and development.

### **R5 Approach to Ensuring Language Quality in English and in French**

On one (1) page or less, describe the bidder's approach to ensuring the quality of English and French in the course material and course delivery and how language used will align with standard terminology used in the federal government.

### **R6 Facilities/Services**

On one (1) page or less, describe the facilities, services, ancillary equipment and training environment including location to be offered to participants during the course/program including location.



**R7 Clarity, Organization and Logic of Proposal**

The Bidder's proposal should be presented in a manner that is clear, logical and well organized.

**R8 Sustainable Development/Green Procurement.**

On one (1) page or less, describe how the bidder will meet Canada's commitments under the Policy on Green Procurement in their proposal as well as during the life of the contract, such as:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content;
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders;
- 3) Recycle unneeded printed documents (in accordance with Security Requirements); and
- 4) Use ENERGY STAR office equipment.

**R9 Proposed Course/Program Content**

Bidders must submit a detailed course outline, sample course material and other relevant documents. No page limitations apply to this criterion.

The proposal should address the following:

- (a) The key leadership competencies of the Federal Public Service and new emerging key competencies. Resource materials are available on the Government of Canada website: **key leadership competencies** (<http://www.tbs-sct.gc.ca/tal/kcl/dwnld/klc-eng.pdf>).

<b>Current Competencies</b>	<b>New Proposed Competencies</b>
Values and Ethics	Modeling Integrity and Respect
Strategic Thinking	Providing Vision and Strategy Championing Change and Innovation
Engagement	Leading and Motivating People Collaborating with Partners and Stakeholders
Management Excellence	Getting Results

- (b) The development and maximization of the leadership skills necessary to thrive in the current leadership context and reality for executives in the Department of Justice. The context is defined by a high degree of organizational change; ongoing resource constraints; the need for greater collaboration and alignment across regions and disciplines; pressure for strategic, lean and agile business processes; and an increased focus on performance management.
- (c) The materiel should clearly demonstrate how it will achieve the desired results in improving leadership capacities. If any ongoing assessment tools are to be made available, please include their description.
- (d) The proposed course/program content description should include specific and appropriate learning objectives for each proposed module, incorporate innovative and creative approaches to delivering a leadership development program, and be conducive to maximizing high levels of participation. If the use of an assessment tool is proposed that requires the trainers to be certified, the proposal must include proof of certification, such as, for example, the Myers-Briggs Type Indicator (MBTI).



## ATTACHMENT 1 to PART 4 – EVALUATION CRITERIA

### A1P4-1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory requirements must be met before the proposal is evaluated in detail. Mandatory requirements are assessed on a pass/fail basis. Proposals that do not meet the mandatory requirements will not be given any further consideration in the evaluation process.

<b>MANDATORY TECHNICAL CRITERIA</b>	<b>Met</b>	<b>Not met</b>
Note: Time periods are counted from the date of this Request for Proposal		
<b>M1</b> <b>Minimum of 3 leadership programs/courses or specific modules of a leadership development program deliveries by the bidding organization,</b> each delivery being 3 days or more in duration; must have been offered to 3 different clients; 1 of the 3 clients must have been in the public sector.		
<b>M2</b> <b>Minimum of three (3) named resources</b> each of which must have delivered or facilitated at least five (5) leadership development programs/courses or specific modules of a leadership development program in the past five (5) years.		
<b>M3</b> <b>Proven track record (3 course facilitations/deliveries)</b> of the named resources in facilitating/delivering programs/courses or specific modules of a leadership development program in English and/or French. At least one third of the named resources must be able to provide services in English and at least one third must be able to provide services in French. The remaining resources must be able to provide services in either English or French or both.		
<b>M4</b> <b>Proven track record of providing and organizing</b> facilities (main classroom and breakout rooms if applicable) that cater to executives. Description must cover two or more program/course delivery events in the last 3 years.		

### A1P4-2 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

If more example projects/assignments or pages are included in the Proposal than the number stipulated in the criteria, only the specified number in order of presentation will be considered.

The following rating scale will be used to evaluate bidders' proposals against **each** rated criteria:

**Unacceptable:**

Information provided does not address the criteria. Bidder receives 0% of the available points for this element.



**Poor:**

Information provided demonstrates a minimal understanding that is relevant to the stated criteria. Bidder receives 20% of the available points for this element.

**Acceptable:**

Information provided demonstrates some understanding that is relevant to the stated criteria but does not demonstrate a full range of understanding for all elements of the rated criteria. Bidder receives 40% of the available points for this element.

**Good:**

Information provided demonstrates understanding for most but not all of the elements of the rated criteria. Bidder receives 60% of the available points for this element.

**Very good:**

Information provided clearly demonstrates a full understanding of all of the elements of the rated criteria. Bidder receives 80% of the available points of this element.

**Excellent:**

Rated criteria is dealt with in depth, information provided demonstrates a full range of in depth understanding of all of the elements of the rate criteria. Bidder receives 100% of the available points for this element.

## RATED CRITERIA

Req No	Rated Requirements	Max Pts (Sub-total)	Max Pts (Total)
<b>EXPERIENCE OF THE BIDDING ORGANIZATION</b>			
R1	Degree of similar experience with respect to program delivery, type of participants, customization requirements, and importance (scope) of program plus other relevant information as applicable such as participant self-assessment tools, evidence of recognition, etc.	Up to 5 pts per description	25
<b>PERSONNEL</b>			
R2	<b>Oversight personnel</b> of the bidder: degree of relevant education, training, and experience of oversight personnel responsible for (a) the initial and ongoing customization / tailoring of the course, (b) exercising quality assurance over the delivery / facilitation resource and (c) ongoing course/program adjustment to keep course up to date with industry standards as they evolve during the life of the contract.	10	
R3	Relevant degree of education, training and experience of the proposed <b>delivery / facilitation resources</b> ; total points will be prorated as per the number of named resources.	40	
	Subtotal Personnel		50
<b>METHODOLOGY</b>			



<b>R4</b>	<b>APPROACH TO ADJUSTMENT AND REVISION OF LEARNING PROGRAM CONTENT AND DELIVERY</b>		
R4a	Initial customization - degree of understanding of challenges facing executives in the federal public service today, degree of understanding of the challenges facing executives who manage teams of legal experts and other professionals in a unionized environment, and feasibility of approach	10	
R4b	Ongoing tailoring - feasibility of approach to customization / tailoring of course content and delivery and ongoing adjustment as needed	10	
R4c	Updating of course/program to meet evolving industry standards – feasibility of approach.	5	
	<b>Subtotal Approach</b>		<b>25</b>
<b>R5</b>	<b>BILINGUAL COURSE MATERIAL AND DELIVERY</b> – Degree of assurance of approach to ensure the quality of both official languages in materials and course delivery presented to participants, employing standard terminology used within the federal government.		<b>5</b>
<b>R6</b>	<b>FACILITIES/SERVICES</b>		
R6a	Suitability of proposed location in the National Capital Region, of facilities (size of rooms, lighting, comfortable seating, break-out rooms, etc.) and suitability of ancillary equipment	5	
R6b	Degree to which bidding organization proposes services or strategies adapted to respond to participants’ needs re: time management, breaks, etc.	10	
	<b>Subtotal Facilities/Services</b>		<b>15</b>
<b>R7</b>	<b>CLARITY, ORGANIZATION AND LOGIC OF PROPOSAL</b>		
R7a	Degree of logical expression of ideas	2.5	
R7b	Degree to which proposal is easy to read and well organized	2.5	
	<b>Subtotal Clarity, Organization and Logic of Proposal</b>		<b>5</b>
<b>R8</b>	<b>SUSTAINABLE DEVELOPMENT/GREEN PROCUREMENT</b>		<b>5</b>
<b>R9</b>	<b>PROPOSED COURSE/PROGRAM CONTENT</b>		
	Degree to which the proposed content addresses the current key leadership competencies of the Federal Public Service and new emerging key competencies.	15	
	Degree to which the proposed program will develop and maximize the leadership skills necessary to thrive in the current leadership context and reality for executives at the Department of Justice.	15	
	Degree to which the program will lead participants to develop greater	15	



	self awareness, understand their leadership style and its impact on others, and to lead with authenticity.		
	Degree of relevance and effectiveness of proposed learning objectives, the module structure, appropriate innovative and creative approaches to the leadership program	15	
	<b>Subtotal Proposed Course / Program Content</b>		<b>60</b>
<b>TOTAL TECHNICAL POINTS: 80% of total points</b>			<b>180</b>
Technical Pass mark, 60% of total technical points			108
<b>TOTAL FINANCIAL POINTS: 20% of total points</b>			<b>45</b>
<b>TOTAL ADJUSTED POINTS (TECHNICAL AND FINANCIAL)</b>			<b>225</b>



## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

### Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/16>). The related documentation therein required will assist Canada in confirming that the certifications are true.

### 5.1 Mandatory Certifications Required Precedent to Contract Award

#### 5.1.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed **Attachment 1 to Part 5 - Federal Contractors Program for Employment Equity - Certification**, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed **Attachment 1 to Part 5 - Federal Contractors Program for Employment Equity - Certification**, for each member of the Joint Venture.

#### 5.1.2 Former Public Servant

The Bidder must provide the Contracting Authority with a completed **Attachment 2 to Part 5 – Information on Former Canadian Public Servant**, before contract award.

### 5.2 Additional Certifications Required with the Bid

The Bidder must include **Attachment 3 to Part 5 – Additional Certifications** as part of their bid.





## ATTACHMENT 1 TO PART 5 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website](#).

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity \(AIEE\)](#) in place with HRSDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



## ATTACHMENT 2 TO PART 5 INFORMATION ON FORMER CANADIAN PUBLIC SERVANT

### *SACC Manual A3025T* (2013-06-27), **Former Public Servant - Competitive Requirements**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

#### Definitions

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

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

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

#### Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;



(g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.



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## ATTACHMENT 3 TO PART 5 ADDITIONAL CERTIFICATIONS REQUIRED WITH BID

By submitting a bid, the Bidder certifies the following:

### **Status and Availability of Resources**

*SACC Manual* clause A3005T (2010-08-16), **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 Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada'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, maternity and parental leave, 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 Canada. 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.

### **Education and Experience**

*SACC Manual* clause A3010T (2010-08-16), **Education and 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 is capable of performing the Work described in the resulting contract.

### **Language Capability**

The Bidder certifies that it has the language capability required to satisfy the Request for Proposal requirements, as stipulated in Annex A – Statement of Work.



## PART 6 - FINANCIAL REQUIREMENT

### 6.1 Financial Capability Requirement

*SACC Manual* clause A9033T (2012-07-16), **Financial Capability**

**6.1.1 Financial Capability Requirement:** The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:

- a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
- b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
- c. If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
  - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
  - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
- d. A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
- e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
- f. A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

6.1.2 If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.

6.1.3 If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.

6.1.4 **Financial Information Already Provided to PWGSC:** The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract



Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:

- a. the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
- b. the Bidder authorizes the use of the information for this requirement.

It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

- 6.1.5 **Other Information:** Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.
- 6.1.6 **Confidentiality:** If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c.c. A-1, Section 20(1) (b) and (c).
- 6.1.7 **Security:** In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).



## PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 1. Statement of Work

SACC Manual clause B4007C 2006-06-16 **Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

#### 1.1 SACC Manual clause B9054C (2011-05-16), **Task Authorization Process**

##### 1.1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

##### 1.1.2 Task Authorization Process

The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form" specified in Annex C.

The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.

The Contractor must provide the Project Authority, within seven (7) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

The Contractor must not commence work until a TA authorized by the Project Authority and the Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

##### 1.1.3 Task Authorization Limit

SACC Manual clause C9011C (2013-04-25), **Task Authorization Limit**

The Project Authority and the Contracting Authority may authorize individual task authorizations up to a limit of \$\_\_\_\_\_ (*insert amount*), Applicable Taxes included, inclusive of any revisions.

##### 1.1.4 Minimum Work Guarantee - All the Work - Task Authorizations

SACC Manual clause B9030C (2011-05-16), **Minimum Work Guarantee - All the Work - Task Authorizations**

(i) In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means three (3) percent of the Maximum Contract Value.

(ii) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph (iii). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

(iii) In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

(iv) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.





**2. 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* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

**2.1. General Conditions**

*SACC Manual 2035* (2013-06-27), **General Conditions - Higher Complexity - Services, apply to and form part of the Contract.**

**2.2. Specific Persons**

*SACC Manual* clause A9014C\_(2011-05-16), **Specific Persons**

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: \_\_\_\_\_ (*insert name(s) of person(s)*)

**3. Security Requirement**

There is no security requirement applicable to this Contract.

**4. Term of Contract**

**4.1 Period of the Contract**

*SACC Manual* clause A9022C\_(2007-05-25), **Period of Contract**

The period of the Contract is from date of Contract to March 31, 2014, inclusive

**4.2 Option to Extend the Contract**

*SACC Manual* clause A9009C\_(2007-05-25), **Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

**5. Authorities**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

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

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

Department of Justice Canada  
Finance and Procurement Branch

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

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

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

E-mail address: \_\_\_\_\_

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 Project Authority**

The Project Authority for the Contract is:

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



Title: \_\_\_\_\_  
 Department of Justice  
 Directorate: Human Resources and Professional Development Directorate  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
 Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
 E-mail address: \_\_\_\_\_

The Project Authority 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 Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**5.3 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
 Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
 E-mail address: \_\_\_\_\_

**6. Proactive Disclosure of Contracts with Former Public Servants**

*SACC Manual* clause A3025C\_(2013-03-21), **Proactive 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.

**7. Payment**

**7.1 Basis of Payment**

*SACC Manual* clause C0209C\_(2013-04-25), **Basis of Payment - Limitation of Expenditure - Basis of Payment - Firm Unit Price(s) or Firm Lot Price - Task Authorizations**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid \_\_\_\_\_, (*insert "the firm lot price of \$ \_\_\_\_\_" OR "the firm unit price"*) in accordance with the basis of payment, in Annex B, as specified in the authorized TA. Customs duties are included and Applicable Taxes are excluded.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work.

**7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

*SACC Manual* clause C9010C\_(2013-04-25), **Limitation of Expenditure - Cumulative Total of all Task Authorizations**

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are excluded.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or



- c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.3 Method of Payment

#### *SACC Manual* clause H1000C (2008-05-12), **Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered has been accepted by Canada.

### 7.4 SACC Manual Clauses

#### *SACC Manual* clause A9117C (2007-11-30), **T1204 - Direct Request by Customer Department**

1. Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 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.
2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

#### *SACC Manual* clause C2000C (2007-11-30), **Taxes - Foreign-based Contractor**

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

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

#### *SACC Manual* clause C0705C (2010-01-11), **Discretionary Audit**

1. The following are subject to government audit before or after payment is made:
  - a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
  - b. The accuracy of the Contractor's cohort participant attendance recording system.
2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

## 8. Invoicing Instructions

#### *SACC Manual* clause H5001C (2008-12-12), **Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:



The original and one (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

## 9. Certifications

### 9.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if 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.

### 9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by HRSDC will constitute the Contractor being in default as per the terms of the Contract.

## 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*Insert the name of the province or territory as specified by the bidder in its bid, if applicable.*)

## 11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2035 \(2013-06-27\), General Conditions - Higher Complexity - Services](#);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Attachment 1 to Part 5, Federal Contractors Program for Employment Equity - Certification;
- (f) the signed Task Authorizations (including all of its annexes, if any); and
- (g) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*"), as clarified on \_\_\_\_\_ " **or** ", as amended on \_\_\_\_\_ " and insert date(s) of clarification(s) or amendment(s)).

## 12. Foreign Nationals

### SACC Manual clause [A2000C](#) (2006-06-16), **Foreign Nationals (Canadian Contractor)**

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

### SACC Manual clause [A2001C](#) (2006-06-16), **Foreign Nationals (Foreign Contractor)**

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under



the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.



## ANNEX A STATEMENT OF WORK

### A1. TITLE

Executive Leadership Program (ELP) – Design and Delivery

### A2. OBJECTIVES

The Department of Justice requires services for the design and delivery of four (4) to five (5) day on-site Executive Leadership Program (ELP) training. The course/program may contain further virtual training not requiring on-site presence of participants and as proposed in the Contractor's bid. These services will include:

- an executive leadership course customized to the particular context and needs of the Department's executive cadre;
- course/program delivery;
- course/program revisions/ adjustments as requested by the Project Authority and in response to participant evaluations; and
- course/program to be adjusted as needed in order to be current with evolving industry standards.

### A3. BACKGROUND

The Department of Justice is a medium-sized department with approximately 5000 employees. The Department provides legal services to government, by supporting the Minister as legal advisor to the Cabinet on complex, whole-of-government issues and also by delivering legal services to the Government of Canada and its client departments and agencies through a mix of legal services units, specialized branches located across the country. In addition, the Department provides important policy and program-related work on justice and justice system issues across different levels of government.

As such, the Department's activities require specialized skills and expertise that largely must be developed and fostered internally. Due to the high level of expertise required, legal professionals both in managerial and non-managerial positions tend to remain in the organization for the duration of their career.

The Department of Justice wishes to establish a leadership program targeted to its executive cadre at the LC-01, LC-02, EX-01 and EX-02 groups and levels. The LC category represents legal professionals who occupy executive positions at the entry (LC-01) and intermediate (LC-02) levels. Out of the approximately 230 managers identified for this program, 200 are from the LC group and 30 from the Executive (EX) category. Others will be added as positions are vacated and staffed with new personnel.

The Department of Justice is sub-divided between specific areas of expertise designated as Portfolios, Sectors and Branches and operates in 7 different regions of Canada. Although a majority of participants will be from the National Capital Region (Ottawa/Gatineau), others will travel to the National Capital Region from other parts of the country such as Vancouver, Whitehorse, Edmonton, Calgary, Saskatoon, Toronto, Montreal and Halifax.

The Federal Public Service is undergoing large transformation and cultural changes. The intent of the Leadership Program is to develop and maximize the leadership skills necessary to thrive in the current leadership context and to prepare executives for new and future responsibilities. The work requires skills managing in a unionized environment and avoiding the working in silos that can be inherent in hierarchical and decentralized structures. Looking ahead to the operating environment over the next years, there are a number of factors that are expected to have broad implications for the Department of Justice. These include the significant influence of the current area of electronic information and connectedness; the need to meet evolving expectations from Central Agencies regarding public sector management; and the constraints of operating in the context of fiscal restraint.

### A4. SCOPE

The Contractor shall prepare, update as needed, and maintain an executive leadership program/course of 4 to 5 days duration in the classroom (the 4 to 5 days classroom minimum duration may be supplemented with additional non-classroom, virtual training as per the contractor's proposed methodology), customized to the context and needs of the Department of Justice's executive cadre. The Contractor will facilitate/deliver this course, in either English, French or both, to classes (cohorts) of between 18 and 25 participants. The Project Authority will communicate to





the Contractor, in advance, the particulars of each cohort including the dates, language of delivery, and number of participants. This process governing the request for individual cohorts in one fiscal year will be enacted through Task Authorizations as described in the Contract.

The Contractor shall update the course/program, as required, to keep it current with industry standards regarding executive leadership competencies. Should the Project Authority request adjustments to the course in response to participant feedback, the Contractor will implement the requested revisions.

As per the Contract, the Department has the option to extend the term of the Contract by up to four additional one year periods.

During the initial contract period (from date of Contract to March 31, 2014) it is expected that up to three (3) cohorts will be scheduled. Should one or more of these options be exercised, the Contractor will deliver the course/program to 1 to 4 cohorts in any given option year. Should all options be exercised, it is estimated the Contractor will deliver twelve (12) cohorts in total. The exercise of option years in addition to the contracted first year of the contract will be formalized through contract amendments extending the duration and increasing the financial commitment of the initial contract.

The contractor will allow departmental experts (e.g. Learning Advisors) and/or other subject-matter expert(s) to be present in the classroom during the program/course delivery in order for them to review/evaluate the program/course content and learning methodologies and/or provide participants with additional information, if applicable.

**A5. DELIVERABLES**

The deliverables under the Contract (each course/program delivery constitutes a deliverable) will be initiated through Task Authorizations issued by the Project Authority to the Contractor. The first Task Authorization will be for an executive leadership course/program of a minimum of four (4) to five (5) days of on site training. The course/program may contain further virtual training not requiring on-site presence of participants and as proposed in the Contractor’s bid. The course/program must be customized to the particular context and needs of the Department’s executive cadre.

Subsequent Task Authorizations will be issued for each course/program delivery session (cohort). If further customization is required in response to course/program evaluations/comments of participants, the task authorization will address this requirement for subsequent deliveries.

**A6. DESCRIPTION OF SERVICES TO BE PROVIDED**

Customized Executive Leadership Course/Program

- The Contractor will design (or own an existing course/program that may be refreshed for purposes of this requirement) and deliver a customized *Executive Leadership Program* course that meets the needs and requirements of executives at the Department of Justice, an organization with a focus on managing/leading professionals (e.g. legal practitioners).
- The leadership course/program must focus on improving executive leadership skills to prepare current leaders to assume new and increasingly challenging responsibilities within the Department of Justice.
- Course content must be linked to the public service priorities, departmental priorities, the current key leadership competencies (<http://www.tbs-sct.gc.ca/tal/kcl/intro-eng.asp>) and the new emerging key leadership competencies..

Current Competencies	New Proposed Competencies
Values and Ethics	Modeling Integrity and Respect
Strategic Thinking	Providing Vision and Strategy Championing Change and Innovation
Engagement	Leading and Motivating People Collaborating with Partners and Stakeholders
Management Excellence	Getting Results





- Course/Program content must consider management of human resources in a unionized environment and other constraints on managerial action in the federal public service.
- Course/Program must incorporate various learning formats and approaches to suit the different learning styles of the various participants.
- Course and associated materials must be provided in both French and English to the standard described in A9 LANGUAGE REQUIREMENT (below).

#### Facilities and Course/Program Delivery

- Organize, arrange for and provide facilities in the National Capital Region which cater to executives and are conducive to learning. Facilities must offer classrooms with comfortable seating for between 18 and 25 participants, clean washrooms in close proximity to the classroom, breakout rooms close to the main classroom if required by the proposed methodology, computer assisted projection of course material and appropriate screens, flip charts and ancillary equipment such as coloured markers.
- Services must be offered and strategies put in place to respond optimally to participants' needs re time management, breaks, etc.
- Facilities must be easily reached by public transportation.
- Course material and course delivery must be offered in English and French at proficiency levels detailed in A9 LANGUAGE REQUIREMENT (below).

#### Course/Program Revisions

- Course evaluations: The Project Authority will collect course/program feedback and course/program evaluation results from participants. If need be, the Project Authority will discuss with the contractor the need for further tailoring/customization to better meet the work context of Department of Justice participants. Costs for follow-up course modifications (content and delivery) resulting from course/program evaluations are to be borne by the contractor

#### Reporting

- After delivery of each cohort, the contractor will provide the Project Authority with the names and particulars of participants who attended the course.
- The Contractor will provide ad-hoc reports to the Project Authority when the course is updated to keep current with industry standards.

## **A7. ROLES AND RESPONSIBILITIES**

### **Contractor's Responsibilities**

- To provide the deliverables and services indicated in this Statement of Work.
- To ensure a consistent high quality of course/program facilitation and delivery.
- To ensure a consistent high quality of the translation of course documents and language of instruction in keeping with standard federal government terminology.
- To arrange for and provide the facility for training, ancillary equipment and materiel including course/program material. It must consist of one main classroom, provide for breakout rooms if required by the proposed methodology, contain computer projection equipment, comfortable chairs, good lighting, flipcharts and markers.
- Communicate suggestions for course/program revisions and improvements as well as delivery improvements or changes to the Project Authority.
- Inform the Project Authority of course updates required to keep current with industry standards and obtain the Project Authority's agreement to deliver the updated course to the Department of Justice participants.

### **Responsibilities of the Department of Justice**

#### For the course/program delivery portion:

- Act as a conduit between the Contractor and all program participants;
- Communicate with and register participants (course/program delivery is conditional on the registration of at least eighteen (18) participants and at most twenty-five (25) participants in the course);
- Provide a list of participants to the Contractor;



- Work in collaboration with contractor to establish definitive calendar.
- Specific dates will be determined once the contract has been awarded.
- Distribute pre-course material if required;
- Plan info-sessions if required; and
- Obtain course/program evaluation feedback from participants and review and analyze their results.

For revisions to the course/program:

- Task the Contractor with revisions to the course/program and accompanying materials in response to participant evaluations and/or evolving context and standards.

**A8. DESCRIPTION OF CONTRACTOR’S PERSONNEL**

Oversight Personnel

The Contractor will provide oversight personnel who will be responsible for the following:

- Act as interlocutor with the Project Authority;
- Ensure the oversight and quality of course facilitation and delivery;
- Ensure the course/program content is up to date with current and evolving industry standards; and
- Ensure that the course/program is responsive to participant feedback and course evaluation as communicated by the Project Authority.

Facilitation/Delivery Resource

The Contractor will provide the services of a minimum of three (3) and a maximum of ten (10) experienced facilitation/delivery resources.

**A9. LANGUAGE REQUIREMENT**

Courses and course/program material must be available in English and French. Some courses will be requested in English, some in French and some in a bilingual format.

In 2013-2014, the plan is to have a maximum of two (2) sessions offered in English and a maximum of one (1) session offered in French.

The Contractor will provide the services of facilitation/delivery resources that possess the following levels in either English or French or both. At least one third of the facilitation/delivery resources must have this language proficiency level in English, another third of the facilitation/delivery resources must have this language proficiency level in French, and the remaining facilitation/delivery resources must have this language proficiency level in either English or French.

Oral Proficiency	Level 4+	Advanced Professional Proficiency, Plus	Speaking proficiency is regularly superior in all respects and is usually equivalent to that of a well-educated, highly articulate native speaker. Speaks effortlessly and smoothly on all topics. Understands all forms and styles of speech and shows strong sensitivity to social and cultural references. Language usage and ability to function are fully successful. There may be an occasional non-native slip.
Reading Proficiency	Level 3+	General Professional Proficiency, Plus	Able to read with facility and appreciate a wide variety of texts as well as those pertinent to professional needs. Has a broad active general, specialized and abstract vocabulary. Able to comprehend many sociolinguistic and cultural references, as well as a considerable range of complex structures, low-frequency idioms, and connotations. However, accuracy is not complete, and here again some nuances and subtleties may escape the reader.

Writing Proficiency	Level 3	General Professional Proficiency	Able to use the language effectively in most formal and informal written exchanges on practical, social, and professional topics. Can write reports, summaries, short papers on current events and particular areas of interest, or on special fields with reasonable ease. Control of structure, general vocabulary and spelling is adequate to convey message accurately but style may be obviously foreign. Punctuation is generally controlled. Good control of grammar with occasional errors in complex structures and tense sequence. Consistent control of compound sentences. Relationship of ideas is consistently clear.
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The language for any given session (cohort) will be indicated by the Project Authority in the Task Authorization form.

The Contractor will provide course materials (written and/or recorded) that demonstrate the following levels in both English and French.

Oral Proficiency (for audio)	Level 5	Educated Native Proficiency	Functionally equivalent to that of a highly articulate and well-educated native speaker. Reflects the cultural standards of the country where the language is spoken. Language usage and ability to function are superior throughout.
Writing Proficiency (for text)	Level 5	Educated Native Proficiency	Writing proficiency is functionally equivalent to that of a highly articulate educated native. There are no non-native errors of structure, spelling, syntax or vocabulary. Writing is both clear, explicit, informative, and imaginative.

The description associated with the language requirement can be found at the following website:  
[http://www.international.gc.ca/ifait-iaeci/test\\_levels-niveaux.aspx?lang=eng](http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng)

For standard Government of Canada terminology, the Contractor can refer to the government’s translation web platform, *Termium Plus* (<http://www.btb.termiumplus.gc.ca/>), or to publically available Government of Canada publications. Standard Government of Canada terminology is required where applicable.

**A10. MEETINGS**

No meetings with the Project Authority where the Contractor would incur separate travel costs are anticipated. Communication with the Project Authority would mostly be via telephone and electronic communication.

**A11. TRAVEL**

There will be no reimbursement of travel incurred by the Contractor in the performance of the contracted services. See Annex B – BASIS OF PAYMENT.

**A12. TERM OF CONTRACT**

**Initial Contract and Plan for Options**

Three (3) cohorts are planned for the initial contract period. The Department of Justice reserves the option to extend the contract for up to four (4) additional one year periods, as indicated in the Contract. The extensions will be enacted via formal contract amendments. The estimated cohort number is as follows:

Initial Contract Period	Fiscal Year 2013/14 (Contract date to March 31, 2014)	up to 3 cohorts
Option Period 1	Fiscal Year 2014/15 (April 1, 2014 to March 31, 2015)	up to 4 cohorts
Option Period 2	Fiscal Year 2015/16 (April 1, 2015 to March 31, 2016)	up to 2 cohorts



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Option Period 3	Fiscal Year 2016/17 (April 1, 2016 to March 31, 2017)	up to 2 cohorts
Option Period 4	Fiscal Year 2017/18 (April 1, 2017 to March 31, 2018)	1 cohort

**A13. COURSE DELIVERY DATES**

Course delivery dates will be detailed once the contract is signed and formalized in the task authorization document. Prior to formalizing a task authorization document, the Project Authority and the Contractor would agree on dates and other particulars as the case may be.

The first cohort is planned for Fall 2013, with two more cohorts to be run between January and March 2014.

**A14. LOCATION OF WORK**

The course **MUST** be delivered at a central location that can be reached by public transportation in the National Capital Region (Ottawa-Gatineau). The majority of participants live and work in the National Capital Region and will not be eligible for reimbursement of travel costs to reach the course delivery location.

**A15. NUMBER OF PARTICIPANTS PER COURSE/PROGRAM**

The number of participants per course/program delivery or cohort will be a minimum of 18 and up to a maximum of 25.

**A16. CONSTRAINTS**

Training sessions are to be given on consecutive week days during normal office hours, excluding statutory holidays.



## ANNEX B BASIS OF PAYMENT

### B1. Cost Reimbursable Expenses

Canada will not accept any travel and living expenses for:

- a. Work performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: <http://laws.justice.gc.ca/eng/acts/N-4/> ;
- b. Any travel between the Contractor's place of business and the NCR; and
- c. Any relocation of resources

required to satisfy the terms of the Contract. These expenses are included in the individual participant rates specified in subsection B1.1, B2.1, B.2.2, B2.3 and B2.4 below.

### B2. Contract Period (initial period)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

#### B1.1 Professional Fees

The Contractor will be paid a firm individual participant rate for each of the Department of Justice participants attending the course/program as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are excluded.

Initial Contract Period - Fiscal Year 2013/14 (Contract date to March 31, 2014)	Cost per Individual Participant	\$
18 participants is the minimum cohort size	25 participants is the maximum cohort size	

### B3. Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid **as indicated** to perform all the Work in relation to the Contract extension.

#### B2.1 Extended Contract Period 1 (first option period)

The Contractor will be paid a firm individual participant rate for each of the Department of Justice participants attending the program/course as follows, for work performed in accordance with the Contract. Customs duties are **included** and Applicable Taxes are excluded.

Option Period 1 - Fiscal Year 2014/15 (April 1, 2014 to March 31, 2015)	Cost per Individual Participant	\$
18 participants is the minimum cohort size	25 participants is the maximum cohort size	

#### B2.2 Extended Contract Period 2 (second option period)

The Contractor will be paid a firm individual participant rate for each of the Department of Justice participants attending the program/course as follows, for work performed in accordance with the Contract. Customs duties are **included** and Applicable Taxes are excluded.

Option Period 2 - Fiscal Year 2015/16 (April 1, 2015 to March 31, 2016)	Cost per Individual Participant	\$
18 participants is the minimum cohort size	25 participants is the maximum cohort size	



**B2.3 Extended Contract Period 3 (third option period)**

The Contractor will be paid a firm individual participant rate and corresponding cohort as follows, for work performed in accordance with the Contract. Customs duties are **included** and Applicable Taxes are excluded.

Option Period 3 - Fiscal Year 2016/17 (April 1, 2016 to March 31, 2017)	Cost per Individual Participant	\$
18 participants is the minimum cohort size	25 participants is the maximum cohort size	

**B2.4 Extended Contract Period 4 (fourth option period)**

The Contractor will be paid a firm individual participant rate and corresponding cohort as follows, for work performed in accordance with the Contract. Customs duties are **included** and Applicable Taxes are extra.

Option Period 4 - Fiscal Year 2017/18 (April 1, 2017 to March 31, 2018)	Cost per Individual Participant	\$
18 participants is the minimum cohort size	25 participants is the maximum cohort size	



## ANNEX C TASK AUTHORIZATION FORM

<b>TASK AUTHORIZATION FORM   FORMULAIRE D'AUTORISATION DE TÂCHE</b>			
<b>Contract Number   Numéro du contrat</b>			
<b>Task Authorization (TA) No.   N° de l'autorisation de tâche (AT)</b>			
<b>Contractor's Name and Address   Nom et adresse de l'entrepreneur</b>			
<b>Original Authorization   Autorisation originale</b>			
Total Estimated Cost of Task (GST/HST extra) before any revisions: Coût estimatif total de la tâche (TPS/TVH en sus) avant toutes révisions :		\$	
<b>TA Revisions Previously Authorized (as applicable)   Révisions de l'AT autorisées précédemment (s'il y a lieu)</b>			
Instructions to the TA Authority: the information for the previously authorized revisions must be presented in ascending order of assigned revision numbers (the first revision must be identified as No. 1, the second as No. 2, etc ). If no increase or decrease was authorized, enter \$0.00. Add rows, as needed. Instructions à l'attention de la personne responsable de l'autorisation d'une AT: les révisions autorisées précédemment doivent être présentées par ordre croissant des numéros de révision attribués (la première révision doit être identifiée par le numéro 1, la seconde par le numéro 2, et ainsi de suite). Si aucune augmentation ou diminution n'a été autorisée, inscrire 0.00\$. Au besoin, ajouter des rangées.			
TA Revision No.   N° de Révision de l'AT :		Authorized Increase or Decrease (GST/HST extra) : Augmentation ou réduction autorisée (TPS/TVH en sus) :	\$
TA Revision No.   N° de Révision de l'AT :		Authorized Increase or Decrease (GST/HST extra) : Augmentation ou réduction autorisée (TPS/TVH en sus) :	\$
TA Revision No.   N° de Révision de l'AT :		Authorized Increase or Decrease (GST/HST extra) : Augmentation ou réduction autorisée (TPS/TVH en sus) :	\$
TA Revision No.   N° de Révision de l'AT :		Authorized Increase or Decrease (GST/HST extra) : Augmentation ou réduction autorisée (TPS/TVH en sus) :	\$
TA Revision No.   N° de Révision de l'AT :		Authorized Increase or Decrease (GST/HST extra) : Augmentation ou réduction autorisée (TPS/TVH en sus) :	\$
<b>New TA Revision (as applicable)   Nouvelle révision de l'AT (s'il y a lieu) <input type="checkbox"/></b>			
Instructions to the TA Authority: the first revision must be identified as No. 1, the second as No. 2, etc. If no increase or decrease is authorized, enter \$0.00. Instructions à l'attention de la personne responsable de l'autorisation d'une AT: la première révision doit être identifiée par le numéro 1, la seconde par le numéro 2, et ainsi de suite. Si aucune augmentation ou diminution n'est autorisée, inscrire 0.00\$			
TA Revision No. - N° de Révision de l'AT :		Authorized Increase or Decrease (GST/HST extra) : Augmentation ou réduction autorisée (TPS/TVH en sus):	\$
Total Estimated Cost of Task (GST/HST extra) after this revision: Coût estimatif total de la tâche (TPS/TVH en sus) après cette révision :		\$	
<b>Contract Security Requirements (as applicable)   Exigences du contrat relatives à la sécurité (s'il y a lieu)</b>			
This task includes security requirements.   Cette tâche comprend des exigences relatives à la sécurité:			
<input type="checkbox"/> No Non  <input type="checkbox"/> Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract. Oui. Voir l'annexe du contrat comprenant la Liste de vérification des exigences relatives à la sécurité (LVERS).			
Remarks (as applicable)   Remarques (s'il y a lieu): <input type="checkbox"/>			





<b>Required Work   Travaux requis</b>	
<i>The content of sections A, B, C and D below must be in accordance with the Contract.   Le contenu des sections A, B, C et D ci-dessous doit être conforme au contrat.</i>	
<b>SECTION A- Task Description of the Work required   Description de tâche des travaux requis</b>	
<b>SECTION B- Applicable Basis of Payment   Base de paiement applicable</b>	
<b>SECTION C- Cost Breakdown of Task   Ventilation du coût de la tâche</b>	
<b>SECTION D- Applicable Method of Payment   Méthode de paiement applicable</b>	
<b>Authorization   Autorisation</b>	
<p><b>By signing this TA, the Project Authority or the Contracting Authority or both, as applicable, certify(ies) that the content of this TA is in accordance with the Contract.</b>  <b>En apposant sa signature sur cette AT, le chargé de projet ou l'autorité contractante ou, s'il y a lieu, les deux atteste(nt) que le contenu de cette AT respecte les conditions du contrat.</b></p>	
<p>Name of Project Authority   Nom du chargé de projet</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
_____	_____
Signature	Date
<p>Name of Contracting Authority for this TA   Nom de l'autorité contractante pour cette AT</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
_____	_____
Signature	Date
<b>Contractor's Signature   Signature de l'entrepreneur</b>	
<p>Name and title of individual authorized to sign for the Contractor   Nom et titre de la personne autorisée à signer au nom de l'entrepreneur</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
_____	_____
Signature	Date