

REQUEST FOR PROPOSAL

For

Course on “Business Process Improvements”

For

THE CANADA SCHOOL OF PUBLIC SERVICE

SOLICITATION DATE: October 8, 2013

CLOSING DATE AND TIME: November 20, 2013, 2:00 P.M., EASTERN TIME

Contracting Authority:

Ryan Daigle

Senior Procurement Specialist

Canada School of Public Service

Telephone: 613-302-3140

Facsimile: 613-934-8325

E-mail address: ryan.daigle@cspc-efpc.gc.ca

The Contracting Authority is responsible for all matters concerning this RFP

Proposal Submissions:

Proposals must be sent to the Canada School of Public Service, at the following address:

Proposal Receiving Unit

SOLICITATION NUMBER: CSPS-RFP-1314-RD-004

Canada School of Public Service

373 Sussex Dr

Ottawa, Ontario, K1N 6Z2

Tel: (613) 286-9785

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings
4. Options to file a complaint
5. Improvement of Requirement during the Solicitation Period

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Enquiries - Bid Solicitation
5. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection
3. Evaluation criteria

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award

PART 6 – SECURITY AND FINANCIAL REQUIREMENTS

1. Security Requirement
- 2.

PART 7 - RESULTING CONTRACT CLAUSES

List of Annexes:

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Security Requirements Check List
Annex D	Left blank intentionally
Annex E	Task Authorization Form
Annex F	General Conditions
Annex G	Supplemental Conditions

PART 1 - GENERAL INFORMATION

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.

2. Summary

The School of Public Service Canada, the School, has a requirement to obtain the services of a contractor to design, develop and deliver a course for federal public service executives on the topic of "Business Process Improvement" and a series of up to six short, technology-mediated learning events (e.g., webinar, webcast, webex session, and videoconference) on the same topic. For more information, Bidders can read the Annex A Statement of Work.

The contract period will be for eighteen months starting at contract award with two one year options.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents website."

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

3. Debriefings

Solicitation Number: CSPS-RFP-1314-RD-004

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 10 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

4. Option to File a Complaint

Complaints regarding procurement process for contracts under \$25,000 for goods and under \$100,000 for services:

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

5. Improvement of Requirement during the Solicitation Period

Should Bidders consider that the specifications or Statement of Work contained in the RFP could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Contracting Authority named in the RFP. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) working days before the RFP closing date. The School will have the right to accept or reject any or all suggestions.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

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

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

2. Submission of Bids

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

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

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

3. Former Public Servant

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in 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 in Part 5 Certifications.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a

proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. 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

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

Section I: Technical Bid (4 hard copies) and 2 soft copies on CD,

Section II: Financial Bid (2 hard copies)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

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:

- 1) 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
- 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.

Section I: Technical Bid

In the technical bid, bidders shall 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, the School requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid by completing the tables in the Basis of Payment in Annex B.

Section III: Certifications

Solicitation Number: CSPS-RFP-1314-RD-004

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of the School and Strategic Relationships Solutions Inc. will evaluate the bids.

During the bid evaluation period, the Contracting Authority may require Bidders to supply other information to support, validate or clarify the information in their bids. Information shall be made available to the Contracting Authority within three (3) working days of the receipt of a request. Failure to provide the information within this time frame may result in a bid being deemed non compliant.

The bid evaluation will be conducted in four steps.

Step 1) RFP Conditions

The School will first evaluate if the bids meet the conditions spelled out in the RFP. Bids will be evaluated on a pass or fail basis. Failure on the part of the bid to meet any one (1) condition will result in the bid being deemed non compliant and no further consideration will be given thereto.

Step 2) Mandatory Criteria Evaluation

The School will first evaluate all bids on the basis of the Mandatory Criteria. Bids will be evaluated on a pass or fail basis. Bid must meet ALL of the Mandatory Criteria to be considered compliant and considered for further evaluation. Failure on the part of the bid to meet any one (1) Mandatory Criteria will result in the bid being deemed non compliant and no further consideration will be given thereto.

Step 3) Point Rated Technical Evaluation

Bids meeting all Mandatory Criteria will be evaluated against the Point Rated Criteria using the evaluation factors and weighting indicators specified for each criterion. Failure on the part of the bid to meet minimum of 60% in the Point Rated Technical Evaluation will result in the bid being deemed non compliant and no further consideration of that bid will be given thereto.

Step 4) Financial Evaluation

Following completion of the Technical Evaluation, a Financial Evaluation will be conducted for all Bids found to be responsive.

The financial evaluation will be conducted in calculating the evaluated price by adding the all inclusive hourly rates for the original period and the two one year option presented in Annex A Basis of Payment.

The evaluated price will only be used for the evaluation purpose.

2. Basis of Selection

To be declared responsive, a bid must:

Solicitation Number: CSPS-RFP-1314-RD-004

- a) comply with all of the conditions of the RFP;
- b) meet all mandatory requirements;
- c) have provided the certifications, and
- d) obtain a minimum of 60% points for the overall rated criteria.

Bids not meeting (a), (b), (c) or d) will be declared non-responsive and will not be considered for the basis of selection.

The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the evaluated price.

To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

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

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 a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
	Bidder 1	Bidder 2	Bidder 3	
Overall Technical Score	115/135	89/135	92/135	
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00	
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating	83.84	75.56	80.89	
Overall Rating	1st	3rd	2nd	

3. EVALUATION CRITERIA

3.1 Mandatory Criteria

Item No.	Mandatory Requirements	Proposal Reference page number
M1	<p>Resume</p> <p>Bidders must present the Résumé of the proposed individual that will include at a minimum:</p> <ul style="list-style-type: none"> a) Individual Name, b) Individual's education, c) Individual's language(s) of course delivery (English, French, bilingual) d) Description of the individual's experience, e) List of courses developed or delivered. 	
M2	<p>Education</p> <p>The proposed individual must possess an university degree from a recognized university.</p> <p>A copy of the diploma is to be included in the proposal.</p>	
M3	<p>Experience</p> <p>The proposed individual must have delivered one classroom course of a similar nature, topics and content as the classroom course "Business Process Improvement" described in Annex A Statement of Work to executive participants within the last three years from the closing date of this solicitation. The duration of each course must be in excess of 2.5 hours.</p> <p>To demonstrate this experience, Bidders must provide the following information:</p> <ul style="list-style-type: none"> • Course title, topics, content, • Client name, • Course duration in terms of start date and end date, • Description of the proposed individual's role and responsibilities, • Language of course delivery, • Description of how the course is similar to the "Business Process Improvement" course, • The name, telephone number and e-mail address of the client contact who knows the individual's work and that can be reached during the evaluation period to validate the information provided. 	
M4	Experience	

Solicitation Number: CSPS-RFP-1314-RD-004

	<p>The Bidder must demonstrate how the proposed individual has furthered the research field on “Business Process Improvement” as described in Annex A Statement of Work.</p> <p>To demonstrate this experience, the proposed individual must have recently published one material and contributed to one conference or lecture within the last three years from the closing date of this solicitation.</p> <p>Bidders must provide a narrative (1 page maximum) and the following information for the published material and the conference:</p> <ul style="list-style-type: none"> • Title of the article or conference, • Publishing or conference date, • Name of the publication, • Links and abstract of material published or presented. 	
<p>M5</p>	<p>Experience</p> <p>The proposed individual must have design and developed a classroom management course to executive participants in the last three years.</p> <p>To demonstrate this experience, Bidders must provide a Sample of course design and development work that will contain, at minimum, the following information:</p> <ol style="list-style-type: none"> a) course outline, b) an exhaustive description of topics covered, c) the delivery methodology, d) a copy of the pedagogical material produced (e.g. participant manual, handouts, PowerPoint slides, etc.), e) an analysis of the improvements, the proposed individual would consider, if the course would be delivered again, f) Client name and location, g) The name and telephone number of the client contact who knows the Bidder’s work and that can be reached during the evaluation period to validate the information provided. 	

3.2 Point Rated Criteria

Item No.	POINT RATED CRITERIA	Proposal Reference page number
<p>R1</p>	<p>The proposed individual diploma and other formal training from a recognized institution related to the course topics and content “Business Process Improvement” described in Annex A Statement of Work.</p> <p>The rating will be as follows:</p> <ul style="list-style-type: none"> • A bachelor degree: 0 points, 	

Item No.	POINT RATED CRITERIA		Proposal Reference page number
	<ul style="list-style-type: none"> • A higher university degree than a bachelor degree: 5 points, • Other formal training: 5 points. 		
	Maximum number of points: 10	Passing mark: N/A	
R2	<p>The proposed individual's experience in delivering classroom course of a similar nature, topics and content as the classroom course on "Business Process Improvement" described in Annex A Statement of Work to executive participants within the last three years from the date of closing of this solicitation.</p> <p>To demonstrate this experience, Bidders must provide for the course the following information:</p> <ul style="list-style-type: none"> • Course title, topics, content, • Client name, • Course duration in terms of start date and end date, • Description of the proposed individual's role and responsibilities, • Language of course delivery, • Description of how the course is similar to the "Business Process Improvement" course, • The name, telephone number and e-mail address of the client contact who knows the individual's work and that can be reached during the evaluation period to validate the information provided. <p>In addition to the one classroom course of a similar nature, topics and content as the classroom course on "Business Process Improvement" described in Annex A Statement of Work to executive participants in response to M3, Bids will receive 5 points for each additional delivery/ course to a maximum of 30 points. Please note that the same course delivered multiple times qualifies.</p> <p>(maximum 1 page for each course presented)</p>		
	Maximum number of points: 30	Passing mark: N/A	
R3	<p>The proposed individual's experience in developing or delivering technology-mediated learning event.</p> <p>To demonstrate this experience, Bidders must provide for the event the following information:</p> <ul style="list-style-type: none"> • Title of the event and client organization, • Start date and end date of the course, • The name and telephone number of one client contact who knows the work of the proposed individual and that can be reached during the evaluation period to validate the information provided, • Description of the proposed individual's role and responsibilities, • Language of the event delivery <p>10 points will be given for each additional course/event to a maximum of 30</p>		

Item No.	POINT RATED CRITERIA	Proposal Reference page number		
	<p>points.</p> <p>(maximum 1 page for each event presented)</p> <table border="1" data-bbox="313 422 1263 499"> <tr> <td data-bbox="313 422 646 499">Maximum number of points: 30</td> <td data-bbox="646 422 1263 499">Passing mark: N/A</td> </tr> </table>	Maximum number of points: 30	Passing mark: N/A	
Maximum number of points: 30	Passing mark: N/A			
R4	<p>Established an online and social media presence for disseminating research findings and promoting learning about “Business Process Improvement” described in Annex A Statement of Work.</p> <p>To demonstrate this experience, Bidders must provide the following information:</p> <ul style="list-style-type: none"> • Social Media name, • Numbers of hits on You Tube videos, or • Number of followers on Twitter account, or • Number of likes on Facebook. <p>2.5 points will be given for each additional online and social media to a maximum of 5 points.</p> <table border="1" data-bbox="313 982 1263 1062"> <tr> <td data-bbox="313 982 646 1062">Maximum number of points: 5</td> <td data-bbox="646 982 1263 1062">Passing mark: N/A</td> </tr> </table>	Maximum number of points: 5	Passing mark: N/A	
Maximum number of points: 5	Passing mark: N/A			
R5	<p>Published materials in the subject area of “Business Process Improvement” described in Annex A Statement of Work within the last three years from the date of this solicitation.</p> <p>To demonstrate this experience, Bidders must provide each published material the following information:</p> <ul style="list-style-type: none"> • Title of the article, • Publishing date • Name of the publication, • Links and/or abstract of material published. <p>In addition to the one published material requested in response to M4,</p> <ul style="list-style-type: none"> - 5 points will be given if one or two additional publications have been published within the last three years from the closing date of this solicitation. - 10 points will be given if three or four additional publications have been published within the last three years from the closing date of this solicitation. - 15 points will be given if five or six additional publications have been published within the last three years from the closing date of this solicitation. - 20 points will be given if more than seven additional publications have been published within the last three years from the closing date of this solicitation. 			

Item No.	POINT RATED CRITERIA		Proposal Reference page number
R6	Maximum number of points: 20	Passing mark: N/A	
	<p>Sample of Session Design and Development Work</p> <p>The Bidder's Sample in response to the mandatory requirement (M5) will be evaluated on the following criteria:</p> <p>a) Logical flow of design and development The score will be allocated as follow:</p> <ul style="list-style-type: none"> a. 10 points if ALL the above mentioned information elements of the Sample are linked to the course learning objectives and in line with adult learning approache(s) commonly used. b. 8 points if 4 of the above-mentioned information elements are linked to the course learning objectives and in line with adult learning approache(s)commonly used c. 6 points if 3 of the above-mentioned information elements are linked to the course learning objectives and in line with adult learning approache(s) commonly used d. 4 points if 2 of the above-mentioned information elements is linked to the course learning objectives and in line with adult learning approache(s) commonly used e. 2 points if 1 of the above-mentioned information elements is linked to the course learning objectives and in line with adult learning approache(s) commonly used f. 0 point if None of the above-mentioned information elements is linked to the course learning objectives and in line with adult learning approache(s) commonly used <p>b) Methodology. One (1) point will be given for each different method use in the Sample from the following methods: lecture; guest speakers; brainstorming; video; discussion; group discussion; case studies; role playing or tutoring, up to a maximum of five (5) points.</p> <p>c) Relevancy and comprehensiveness of content. The score will be allocated as follow:</p> <p>One (1) point will be given for each of the topics described in Annex A, 3.4.1 that are covered in the Sample provided for up to a maximum of seventeen (17) points.</p>		
Maximum number of points: 32	Passing mark: N/A		

Solicitation Number: CSPS-RFP-1314-RD-004

	Point Rated Evaluation		
	Maximum number of points: 127	Passing mark: 76	

PART 5 - CERTIFICATIONS

The Bidders must provide the certifications and the required documentation before a contract can be awarded.

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.

Aboriginal supplier self-identification

The School has made a commitment to increase contracting actions between the federal government and Aboriginal businesses, in accordance with The Procurement Strategy for Aboriginal Business. In order to assist the School in reporting contracting activities with Aboriginal businesses, it is important that Aboriginal Bidders identify themselves as such by completing and providing appropriate Certification Requirements which have been developed by Aboriginal Affairs and Northern Development Canada.

1. Mandatory Certifications Required Precedent to Contract Award

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

1.1 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. The related documentation therein required will assist the School in confirming that the certifications are true.

1.2 Conflict of Interest

The Bidder acknowledges and agrees that it is a term of the Contract that no person who is not in compliance with the provisions of Chapter 2 - Conflict and Interest Measures and Chapter 3 - Post-Employment Measures of the Values and Ethics Code for the Public Service (current version) shall derive any direct benefit from this Contract. The Bidder further acknowledges and agrees that failure to comply with the provisions of chapters 2 and 3 referenced herein will render the Bidder ineligible to provide services under the Contract resulting from this RFP.

The Bidder certifies that he has not accepted or received, directly or indirectly, advantage, benefit, preferential treatment or assistance of any kind through a member of his family or a friend in relation to this RFP and any resulting Contract.

Signature of authorized representative

Date

1.3 Former Public Servants

Contracts with former public servants (FPS) in receipt of a pension must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Bidders must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" 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](#).

Solicitation Number: CSPA-RFP-1314-RD-004

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

Signature of authorized representative

Date

1.4 Intentionally left blank.

1.5 Certification of 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 the individual proposed by the Bidder as the Service Coordinator is capable of performing the Work described in the resulting contract.

Signature of authorized representative

Date

PART 6 – SECURITY REQUIREMENTS

1. Security Requirement

Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7- Resulting Contract Clauses;

Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the [Departmental Standard Procurement Documents](#) website.

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

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the approved Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

2. Standard Clauses and Conditions

All clauses and conditions identified in the RFP and resulting contract(s) 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.

2.1 General Conditions

The General Conditions listed in Annex G apply to and form part of the Contract.

2.2 Supplemental General Conditions

The Supplemental Conditions listed in Annex H apply to and form part of the Contract.

3. Security Requirement

All resources proposed to provide services in response to a TA must have and maintain a valid Reliability Status security clearance for the duration of the services granted or approved by CISD/PWGSC. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC. The Contractor must comply with the provisions of the Industrial Security Manual (latest edition) <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html> .

For Contractor's resources who do not have the appropriate security clearance to meet this contract, the following clause will apply until the Sponsorship is completed and Security clearance is obtained.

Contractor personnel may not enter nor perform work on sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the School.

4. Term of Contract

4.1 Period of the Contract

The period of the contract is from date of award for a period of eighteen months.

4.2 Option to Extend the Contract

The Contractor grants to the School the irrevocable option to extend the term of the Contract by two additional one year periods under the same conditions. The Contractor agrees that, during

Solicitation Number: CSPS-RFP-1314-RD-004

the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The School may exercise this option at any time by sending a written notice to the Contractor at least sixty 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.

4.3 Delivery Date

Delivery must be completed in accordance with the authorized TAs.

4.4 Location of Work and Travel

The work location and the travel requirements will be identified in the authorized TAs.

5. Task Authorization

The Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA).

6. Task Authorization Process and TA Content

6.1 The Project Authority will provide the Contractor with a description of the tasks using the Task Authorization form presented in Annex E. The TA process will be as follow:

Step 1. The Project Authority develops the Service Request in English or in French that contains, at a minimum, the following information:

- For Design and Development
 - The course requirements in terms of objectives, content, the audience and the number of participants in a classroom, the number of instructors,
 - The language (English or French) in which the pedagogical materials must be first produced,
 - The expected delivery dates of the draft and final pedagogical materials,
 - If a Pilot Course will be part of the approval process of the deliverables.
- For Course Delivery:
 - The course requirements in terms of course description, topics, delivery location, language of delivery, number of participants and if the course content and material are produced by the Contractor or provided by the School.
 - The role of the instructor, the instructor's minimum qualifications and performance expectations. It will also be specified if the Contractor must produce the instructor's Résumé, some evidence of the instructor's work and if an interview of the proposed instructor is required prior to the TA approval.
- Whether the intellectual property will rest with the School or the Contractor.
- The expected price (number of days time the Per Diem Rate Level) for the resource and if travel & living expenses or the instructor's preparation time will be paid by the School.
- The name, address, telephone number and e-mail address of the Project Authority.

Once the Service Request is completed, the Project Authority sends the TA to the Contractor.

Solicitation Number: CSPS-RFP-1314-RD-004

Step 2. In response to the service request, the Contractor prepares a proposal, in the same language as the Service Request, that contains at a minimum the following information:

- Commitment to provide the services as requested in the Service Request, and
- Confirmation of the price (number of days time the Per Diem Rate level for each individual). The price should exclude applicable taxes.

The Contractor sends its proposal to the Project Authority no later than ten business days after the receipt of the Service Request. If the Contractor expects not to be able to meet this deadline, it shall notify the Project Authority as soon as possible.

Step 3. The Project Authority must:

- a) ensure that the Contractor's proposal is compliant with the Service Request, and
- b) assess that the proposed price is fair and reasonable.

The Project Authority recommends the TA for authorization to the Contracting Authority.

Step 4. The Contracting Authority verifies the TA and authorizes the work to commence.

6.2 The Contractor must not commence work until a TA authorized by 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.

7. Basis of Payment

7.1 The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment Annex B, to the limitation of expenditure specified in the authorized TA.

7.2 The School's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Applicable Taxes are extra.

7.3 No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

8. End of Fiscal Year Invoice

Notwithstanding the Invoicing Instructions, each year on or about March 31, the Contractor will, at the request of the Contracting Authority, submit an end-of-the-year invoice corresponding to the value of the total Work performed during the year preceding that date less any amounts previously paid or invoiced during such year.

9. Authorities

9.1 Contracting Authority

The Contracting Authority for the Contract is:

Solicitation Number: CSPS-RFP-1314-RD-004

Name: _____
Title: _____
Direction: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

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

9.2 Project Authority

The Project Authority will be identified in each TA pursuant to the Contract.

The Project Authority is the representative of the School 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 or a TA amendment issued by the Contracting Authority.

9.3 Contractor's Representative

The Contractor has identified the following persons as being responsible for administrative matters relating to this Contract and any TA. The Contractor confirms that this individual has the authority to represent him or her. The Contractor is responsible for ensuring the accuracy of the Contractor's Representative's contact information and for informing the Contracting Authority of any changes.

Name: _____
Title: _____
Telephone number: _____
E-mail address: _____

10. The School to own Intellectual Property

10.1 In the event that the School has determined that any intellectual property rights arising from the performance of the TA will belong to Canada, on one of the following grounds:

- a) national security;
- b) statutes, regulations or previous obligations of Canada to a third party or parties preclude contractor ownership of the Intellectual Property Rights in Foreground Information;
- c) the Contractor has declared in writing that he is not interested in owning the Intellectual Property Rights in Foreground Information;
- d) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

Solicitation Number: CSPS-RFP-1314-RD-004

- e) the main purpose of the contract, or of the deliverables contracted for, is to augment an existing body of Canada's background information as a prerequisite to the transfer of the augmented background to the private sector, through licensing or assignment of ownership (not necessarily to the original contractor), for the purposes of commercial exploitation;
- f) where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software, the Supplemental General Conditions no. 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information will apply and form part of the Contract.

10.2 If the Contractor wishes to make use of the Foreground Information for purposes of its commercial exploitation or further development, the Contractor may make a written request for a license to the Contracting Authority for whom the Work is being or was performed. Such a request should be made within thirty (30) working days following the performance of the Work. The Contractor must give the Contracting Authority an explanation as to why such a license is required. The Contracting Authority must respond in writing to the request within a reasonable period of time. If the request is refused the response must provide an explanation for the refusal. If the Contracting Authority agrees to grant the license, it will be on conditions to be negotiated between the Contractor and the Contracting Authority. It is understood that these conditions may include payment to Canada.

11. The Contractor to own the Intellectual Property

In the event that the School has determined that any intellectual property rights arising from the performance of the TA will belong to the Contractor, the Supplemental General Conditions no. 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information will apply and form part of the contract.

12. Cancellation and Postponement of a Course prior to commencement of a Course

12.1 Under clause 12.6 below, and without limiting the generality of the other terms and conditions of the Contract, the School may at any time before the start date of the training contemplated in a TA cancel or postpone, in whole or in part, the training contemplated in the TA issued in accordance with clause 6 Task Authorization Process and TA Content by notifying the Contractor by e-mail. The cancellation or postponement may apply to one or more courses.

12.2 The School shall not be liable to the Contractor if the notice is sent to the Contractor in compliance with clause 12.1 above at least ten (10) business days before the scheduled start date of the course. Under no circumstances shall the Contractor receive payment or be reimbursed for costs incurred after such notice has been sent.

12.3 If the notice is not sent to the Bidder in compliance with clause 12.1 above at least ten (10) business days before the scheduled start date for the course, the Bidder shall be entitled to payment from the School for the price of a non-refundable air fare ticket, at cost without any allowance for profit and/or administrative overhead, that the Bidder bought in order to travel to the cancelled course location. The travel must have been authorized in the TA and the ticket must have been purchase in accordance with the National Joint Council Travel Directive and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

12.4 Except for air fare ticket addressed in 12.3, the School shall not be liable to the Contractor if the notice is sent to the Contractor in compliance with clause 12.1 above at least ten (10) business days before the scheduled start date of the course. Under no circumstances shall the Contractor receive payment or be reimbursed for costs incurred after such notice has been sent.

Solicitation Number: CSPS-RFP-1314-RD-004

However, a training course that has been postponed is subject to the applicable terms and conditions, including those stemming from the Appendix B Basis of Payment.

12.5 If the notice is not sent to the Bidder in compliance with clause 12.1 above at least ten (10) business days before the scheduled start date for the course, the Bidder shall be entitled to payment from the School for the cancelled course only (i.e. not postponed course) in accordance with the clause entitled Cancellation and Postponement Fees in the Appendix B Basis of Payment.

12.6 GC 28, Termination for Convenience of Appendix F General Conditions, will be deemed not to apply when notice has been given pursuant to this clause.

13. 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.

14. Payment

14.1 Term of Payment

14.1.1 For Course Delivery and Course Design and Development Services, the School will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

14.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

14.2.1 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 \$ _____ including applicable Taxes.

14.2.2 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.

14.2.3 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

Solicitation Number: CSPS-RFP-1314-RD-004

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.

14.2.4 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.

15. Certifications

15.1 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.

16. Applicable Laws

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

17. 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 supplemental general conditions Annex G;
- c) the general conditions Annex F;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirements Check List;
- g) the authorized TA;
- h) the Contractor's bid dated _____, *(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)).*

18. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

19. Health and Safety in the Workplace

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

The Contractor shall:

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

20. Green Procurement

20.1 Canada is committed to greening its supply chain. In compliance with the federal government's Policy on Green Procurement, which became effective in April 2006, federal departments and agencies must take the appropriate measures to procure goods and services that have a lesser or reduced impact on the environment than that of previous products and services.

20.2 Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

ANNEX A

STATEMENT OF WORK

Course/Event on “Business Process Improvement”

A.1 Canada School of Public Service

The Canada School of Public Service, the School, is the common learning service provider for the Public Service of Canada. It was created to bring a unified approach to serving the common learning and development needs of public servants and to help ensure that all federal public service employees across Canada have the knowledge and skills they need to deliver results for Canadians. The School supports meeting the learning needs of the Public Service of Canada through training and development that enables the Public Service community to meet evolving challenges in fulfilling their mission of serving Canada and Canadians. The School is committed to promoting a strong corporate culture in the Public Service, creating a culture of learning, and being a catalyst and resource for the ongoing development of the Public Service as a learning organization.

The Learning Program Branch (LPB) is responsible for implementing programs, delivering training services offered by the School across Canada, and designing and implementing the School's curriculum for public servants.

The Leadership Development Programs Directorate (LDP), located in the LPB, oversees the design and delivery of long-term leadership development programs and course for managers and executives at a range of organizational levels from federal government departments and agencies.

To this end, the School designs, develops and delivers knowledge-based classroom learning through calendar (open enrollment) courses, memoranda of understanding (MOU) with departments and agencies, and customized modules that respond to central agency requirements, specific departmental circumstances, or the needs of functional communities. The learning and professional development needs of employees and functional communities are addressed by the School through a variety of courses developed in consultation with central agencies, functional champions and the communities themselves.

The Leadership Development Programs Directorate has a need to design and develop and deliver a course for executives on the topic of “Business Process Improvement” and a series of up to six short, technology-mediated learning events (e.g., webinar, webcast, webex session, and videoconference) on the same topic.

The Project

The LDP, as the Project Authority, is planning a sequence of learning activities, specified in the Project Scope section below on the topic of “Business Process Improvement” over the period of December 2013 to March 2016. This plan consists of three components.

1) The first component of this plan is a short course of no more than 3 hours for Senior Leaders at the Deputy Minister (DM) and Assistant Deputy Levels (ADM) levels. The course would be one of a series of recommended learning events as part of the learning Roadmap for DMs and ADMs. These events are designed to provide timely, practical, relevant and thought-provoking learning on government and key management priorities. It is expected that this course will be delivered (5) times in the planned period.

Solicitation Number: CSPS-RFP-1314-RD-004

2) The second component of this plan is a course of no more than two (2) days duration for executives across the federal public service, including those enrolled in the School's ConnEXion: Senior Leaders for Tomorrow program.

ConnEXion is a new executive leadership development community designed for public service executives at the EX-02 and EX-03 levels. The program helps participants expand their influence and master their leadership skills, in part, through learning from the research findings and experiences of experts from institutions and organizations external to government. Specifically, it aims to help participants build their capacity to:

- Make an impact by using their authorities and leadership skills to build relationships and lever resources inside and outside their organizations to achieve public results, and by building the capacity of their teams and organizations to face current and future challenges;
- Support innovative action by establishing an enabling environment for creativity and collaboration on priorities and emerging issues;
- Lead in complex situations by making sound decisions in unpredictable circumstances and when faced with uncertainty, and by using approaches geared to tackling complex issues;
- Think ahead and learn from experience by taking into account domestic and global influences and trends and lessons learned in Canada and abroad.

ConnEXion features a modular approach that enables participants to create personal, customized learning pathways through a variety of courses based on their learning and development needs. Practical learning activities, based on leading-edge research, help participants address the current issues facing the public service. The course on "Business Process Improvement" would constitute one of these modules. It is expected that this course will be delivered (6) times in the planned period.

3) The third component is a series of up to six (6) short (up to 3 hours each), technology-mediated learning events (e.g., webinars, webcasts, Webex sessions, videoconferences) on key aspects of "Business Process Improvement" in public sector settings, including an introductory event on Business Process Improvement and leadership practices that support it:

The technology-mediated events will target a broad audience of executives and public servants, some who will participate in the events and some who will have the opportunity to access recorded versions afterwards. These events and recordings will also form integral components of the planned course deliveries targeted to executives in the ConnEXion community.

All the services will be called using the Task Authorization (TA) process described in clause 6 of the Contract.

Note: Additional information about the School, the programs and courses proposed can be found on the following website address: <http://www.cspc-efpc.gc.ca/index-eng.aspx>

A.2 Project Authority

The Project Authority will liaise with the Contractor on matters and issues relating to the course and the events design and development and delivery, the management of the contract and other issues as they may arise.

The Project Authority will:

Solicitation Number: CSPS-RFP-1314-RD-004

- Provide guidance on the learning needs and behavioral characteristics of the target audience,
- Provide access to target audience for consultation as needed,
- Provide design guidance, including the learning outcomes and objectives targeted,
- Provide technology platform for technology-mediate learning events.

A.3 Course Design and Development

A.3.1 Based on the Sample of Course Design and Development Work provided as part of its proposal, the Contractor shall provide the pedagogical material for approval by the Project Authority no later than eight weeks prior to the first planned course start date.

A.3.2 In developing the course, the Contractor must comply with the following principles:

- Course material must meet the course objectives defined below,
- The Project Authority's course structure and format and guidelines (to be provided upon request),
- Meet the needs of the target audience while respecting delivery and content methodologies as prescribed by the Project Authority. These can include a variety of training and delivery approaches such as a presentation supported by visual aids, and/or an interactive discussion,
- Support or foster participant involvement and interaction. These may take the form of group or individual exercises accompanied by feedback and discovery courses,
- Ensure consistency of content and quality (i.e. spelling, grammar, typos, etc) between the two languages prior to submitting the pedagogical materials to the Project Authority, if applicable,
- Develop the course to be delivered by only one instructor.

A.3.3 Course and Events Audience

The audience for the short course/event (up to 3 hours) will be senior leaders in the federal public service at the Deputy Minister and Associate Deputy Minister levels and Assistant Deputy levels (EX-04-05) or equivalent levels.

The audience for the course (up to 2 days) and the technology-mediated events (up to 3 hours) will be executives in the federal public service at the EX-02 and EX-03 levels (Senior Director and Director General) or equivalent levels. The number of participants in a classroom will not exceed twenty-five.

A.3.4 Courses and Events Content

The Contractor shall include the following content when developing the courses. In determining the content and the delivery methodology of each topic, the Contractor is encouraged to obtain the views of the Project Authority.

A.3.4.1 Description, objectives and expected content of the classroom courses

The goal of the courses/events will be to provide senior leaders with an introduction to the fundamentals of business process improvement (BPI) with a focus on best practices.

The course will provide a brief overview of the history of BPI and examine the similarities and differences in Business Process Improvement approaches across the most popular process

Solicitation Number: CSPS-RFP-1314-RD-004

movements such as Business Process Management,; Process Re-design/Re-engineering, Lean, Six-Sigma and Lean Six Sigma (LSS).

Senior Leaders will gain an appreciation of the importance of transformation and continuous improvement of business processes for organizations to thrive. They will gain insights on the culture (people), process and information technology (IT) dimensions necessary to stimulate an environment of continuous service delivery and operational improvements. Case studies should be used when relevant to strengthen the understanding of the benefits and impact of successful BPI initiatives. Examples from the Public Sector are preferable.

The course duration will be no more than 3 hours for DM's and ADM's and no more than 2 days for the *ConnEXion: Senior Leaders (EX-02-03)*.

With respect to content, the course must address, but is not limited to, the following topics:

1) What is Business Process Improvement (BPI)?

- Brief history of BPI
- Definition and overview of BPI approaches (similarities and differences)
- Characteristics of well defined Business Process (organizational/process maturity)
- Where to use it/Application in the public-private sectors

2) What are the Benefits of a Well-defined Business Process?

- Governance/Business Strategy/Vision Alignment
- Productivity Dimension (Efficiency/Effectiveness/Performance Measures)
- Process Dimension
- People Dimension

3) What are the Steps Needed to Improve the Business Process?

- Identifying the process to be improved
- Choosing, organizing and training the team
- Mapping the process
- Analysing and Redesigning the Process
- Implementing the Process Redesign
- Continually Improving the process

4) What are the Risks and Critical Success Factors? How to ensure sustainability of the improved Business Process?

- Identifying the critical success factors for a successful implementation
- Managing risks in a BPI initiative
- Methodology to ensure sustainability of the improvement.

A.3.4.2 Description, objectives and expected content of the technology-mediated learning events

The technology-mediated events aim to serve two purposes. The first is to introduce leading research and ideas about how to promote business process improvement in public sector context to a broad audience of public servants and public service managers and executives. The second is to use these introductory sessions as the jumping-off point for a more in-depth exploration of the topic in the in the planned course for senior executives on "Business Process Improvement."

Solicitation Number: CSPS-RFP-1314-RD-004

With each of the six (6) planned deliveries of the course for the ConnEXion community, the Contractor must provide a short, technology-mediated learning event. Each event must focus on a different aspect of the topic. Over time, this will mean that the six (6) technology-mediated events will form a thematic series. Each event will be recorded and will be made available on the School's learning management system for access and viewing by participants in the School's programs and courses, including those in the *ConnEXion* community.

The topics for these events will be defined by the Project Authority in consultation with the Contractor based on the latter's subject matter expertise and information gathered from the ongoing evaluation of delivery of the course and learning events as they roll out.

The topics must include, but will not be limited to, the following:

- Business process improvement initiatives, and how to lead it, in private/public sector contexts
- Enablers and barriers to BPI in private/public sector settings
- Managing risks in Business process improvement initiatives.
- Powerful examples of private/public sector business process improvement approaches

The technology-mediated learning events will be delivered using the most suitable platform the School has at its disposal for the learning objectives, delivery of content and delivery capabilities of the selected Contractor. The possible platforms include, but are not limited to Webex, videoconferencing and other Internet-based tools such as Skype.

A.3.4.3 Deliverables

A 3.4.3.1 Classroom Course

The Contractor must deliver the pedagogical material for the classroom course in draft form no later than eight weeks and in final form no later than four weeks prior to the course start date (tentatively December 2013). The pedagogical materials for the classroom must include at a minimum:

- A course outline, a process flow and timing and teaching material;
- A slideshow presentation,
- An delivery manual with speaking notes, exercises, hand outs, solutions to exercises,
- A participant's guide including learning points, references and exercises, suggested readings, resources, etc.
- On-line material, and
- Supplementary material such as hand-outs, pre- and post-course exercises, articles of interest and tools.

The Contractor shall produce and deliver the pedagogical materials for the classroom course in Microsoft Word and/or Microsoft PowerPoint and/or Microsoft Excel formats and in a print-ready format to the Project Authority. The Project Authority reserves the right to format the pedagogical materials in order that it meets the School's standards and Common Look and Feel.

The Contractor shall produce the pedagogical materials in one of the Official Languages English or French. Where needed, the School will arrange for translation of reports or other materials. The Contractor shall verify the conformity of the translated material to ensure conformity with the original intent of the documents.

A.3.4.3.2 Technology Mediated-Learning Events

The Contractor must deliver the pedagogical material for the technology-mediated learning events in draft form no later than eight weeks and in final form no later than four weeks prior to

Solicitation Number: CSPS-RFP-1314-RD-004

the course start date. The pedagogical materials for the technology-mediated learning events must include at a minimum:

- Prepare teaching material (e.g., speaking points, presentation) for the introductory event,
- Prepare related teaching material (e.g., speaking points and presentation) for each subsequent event

The Contractor shall produce and deliver the pedagogical materials for the events in electronic format and in a paper form to the Project Authority based on the delivery platform selected as described in A.3.4.2.

The Contractor shall produce the pedagogical materials in one of the Official Languages English or French. Where needed, the School will arrange for translation of reports or other materials. The Contractor shall verify the conformity of the translated material to ensure conformity with the original intent of the documents.

A.4 Course Delivery

A.4.1 Based on the approved pedagogical materials, the Contractor shall deliver using one qualified resource as the instructor, the classroom course and the First Technology-mediated learning event in accordance with the requirements specified in this section. The number of participants in a classroom will not exceed twenty five.

The Contractor should deliver the course and technology mediated events in bilingual format (eg. use of presentation material and alternation of discourse in both Official Languages); however, delivery in French or in English only is acceptable, depending on the Contractor's linguistic capabilities in the two Official Languages of Canada. Where needed, the School will provide the necessary support to respect the Official Languages Act with respect to delivery.

A.4.2 The Contractor shall deliver the following courses:

Course Title	Date	Location	Language of delivery	Estimated offerings
DM/ADM Tailored Course on Business Process Improvement	TBD (December 2013-January 2014)	The School 373 Sussex Drive, Ottawa, On	Bilingual with a co-facilitator as the case may be.	2
DM/ADM Tailored Course on Business Process Improvement	TBD	The School 373 Sussex Drive, Ottawa, On	Bilingual with a co-facilitator as the case may be.	3
ConnEXion course on Business Process Improvement	(February 25-26 2014)	The School 373 Sussex Drive, Ottawa, On	Bilingual with a co-facilitator as the case may be.	2
ConnEXion course on Business Process Improvement	TBD		Bilingual with a co-facilitator as the case may be.	4

Solicitation Number: CSPS-RFP-1314-RD-004

First Technology-mediated learning event	TBD	A, B, C, D, E	Bilingual with a co-facilitator as the case may be.	1
Second to sixth Technology-mediated learning events	TBD		Bilingual with a co-facilitator as the case may be.	5

The Project Authority will notify the Contractor of the course delivery start date as soon as possible but no later than twenty working days prior to the course starting date.

The classroom course hours are from 8:30 a.m. to 4:30 p.m. local time. Any change to the course hours requires the prior approval of the Project Authority.

A.4.3 The Contractor shall deliver the classroom courses according to the methodology, parameters and standards established by the Project Authority course and specified in the training plans.

A.4.4 In delivering the classroom course, the Contractor's Instructor shall.

- Work with the Project Authority to ensure common focus and clarity of roles and expectations,
- Prepare for and deliver the course according to the School's standards and requirements
- Promote participant focus, managing overall timing and breaks,
- Maintain a pace that ensures that the participants are able to follow and understand the material, while staying on schedule, making adjustments to the flow, timing and focus on elements in order to optimize learning for the participants while maintaining the integrity of the course, and ensure smooth transitions between the processes, test to see if adjustments are called for,
- Re-enforce the key messages, values and goals underlying the course, ensuring that the participants are connected with the course and course purpose, describing how processes inter-relate and tracking group energy,
- Deliver the pedagogical material in a balanced presentation, blending both theory and practice, skill-building aspects, emphasizing current concepts and practices in the presentation of the material and the surrounding discussions, emphasizing "real-world" problems, approaches and solutions over academic theory, and engaging the audience and using everyday language (i.e. avoiding the use of technical language or jargon) and practical examples that relate to the audience's needs,
- Include in the training an explanation of how the knowledge or skills pursued will help participants to solve problems in their working or personal lives,
- Suggest and incorporate modifications to the course material (if required) with the approval of the Project Authority, and
- Answer participants' questions and commit to follow-up if the answer is not readily available.

A.4.5 In delivering the course, the Contractor's Instructor shall adhere to the Code of Conduct and the Instructor Responsibilities presented below.

Code of Conduct and Instructor Responsibilities

- Ensure he/she is thoroughly prepared, having reviewed all the course materials, the Instructor File and other information provided by the Project Authority,

Solicitation Number: CSPS-RFP-1314-RD-004

- Familiarize himself or herself with any equipment required to deliver the course (e.g. computer, projector),
- Respect the hours of work, arrive a minimum of 30 minutes before the class is scheduled to begin to prepare the classroom and greet participants,
- Dress appropriately for a professional audience,
- Use only the pedagogical material approved by the Project Authority,
- Respect the course schedule, including start, finish and break times,
- Promote participant focus, managing overall timing and breaks, ensure that intense periods are followed by less intense processes, and test to see if adjustments are called for,
- Maintain a pace that ensures that the participants are able to follow and understand the material, while staying on schedule, making adjustments to the flow, timing and focus on elements in order to optimize learning for the participants while maintaining the integrity of the course, and ensure smooth transitions between the processes,
- Allow observers into the classroom, if requested by the Project Authority,
- Show respect for diversity and for the official languages of Canada, if applicable,
- Refrain from the use of inappropriate language,
- Refrain from soliciting business or competitive advantages from participants (such as distributing business cards, advertising, sale of products, proposing prize draws),
- Follow guidelines for the use of copyrighted materials, including published works, music and materials taken from the Internet
- Act as an ambassador of the School and the Government of Canada, and refrain from making negative comments about the course materials, the School or the federal government, and
- Promote or distribute the School marketing materials within the classroom, if requested by the Project Authority.

A.4.6 At all time, the Instructor must respect Canada and third party rights regarding copyright of course material and intellectual property. It is the Contractor's obligation to inform the Instruction of these rights.

A.4.7 In delivering the course, the Contractor's Instructor shall apply the Basic Principles for Delivering Training Courses with Adult Learners presented below:

Basic Principles for Delivering Training Courses with Adult Learners

Respect: Adults learn readily in an informal setting which conveys a sense of being respected by both the instructor and fellow participants, with training materials and activities to match.

The physical and psychological environment is comfortable: climate of well-being, calm and confidence, non-threatening; positive relations with all involved.

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

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

Solicitation Number: CSPS-RFP-1314-RD-004

Relevance/realism: When we are working with adult learners, three knowledge factors have to be kept in mind:

- **Knowledge**, pure and simple, associated with ideas, concepts and information;
- **Expertise**, related to abilities, talents and skills; and
- **Soft skills**, associated with attitudes, values and convictions.

A.4.8 Contractor's Instructor Performance

If the Contractor's Instructor failed to comply with one of the delivery requirements detailed in this section A.4 Course Delivery, the Contractor will be deemed in breach of the Contract and will entitle the School to terminate the contract.

If the Contractor's Instructor obtains poor evaluation scores given by the participants when completing their evaluation sheet, the Project Authority may request the Contractor to provide a replacement Instructor.

A.4.9 Co-branding arrangement

The marketing and delivery of the course and related technology-mediated learning events will be conducted in a co-branded fashion, at the discretion of the School. This means the School, at its discretion, will advertise the course and learning events using the graphic identity (e.g., logo) of the Contractor; while the Contractor will, with the School's approval, be able to advertise that they are working in a collaborative arrangement with the School.

A.5 Changes to Course Content and Events

As a result of the evaluation of each course delivery, the Contractor shall propose revisions to the Project Authority of the pedagogical material and methodologies for the course and the events as needed. Once approved by the Project Authority, the Contractor shall update the pedagogical material for the classroom course and submit it for approval to the Project Authority.

A.6 Classroom Management, Material and Equipments

A.6.1 The School will:

- a) Provide the classroom, the video equipment (projector, lap top with software (Microsoft Office Suite), DVD, Video or CD player), flip charts, participant supplies and pedagogical materials in time for the course start.
- b) Provide the list of participants to the Instructor and a participant signing sheet for each day of course,
- c) Set up the classroom by distributing to each participant supplies and pedagogical materials and by setting up tables and chairs if required,
- d) Set up and operate the classroom equipment by connecting the laptop to a multimedia projector, using the laptop to run PowerPoint presentations, accessing the Internet if required, and connecting and operating a DVD, Video or CD player,
- e) Administer level 1 evaluation instruments and provide feedback for improvement to the Contractor's Instructor,
- f) Clean up the classroom by recovering all surplus materials for recycling, discarding used flip charts and supplies and returning equipment to storage cabinets, and
- g) Secure the classroom at the end of each day and return the key to the Project Authority at the end of the course.

A.7 Courses Offerings

Solicitation Number: CSPS-RFP-1314-RD-004

A.7.1 In scheduling its course offerings, the School makes its best effort to assess the training needs of potential clients. The School has, however, no control over the number of participants that will register on a course on a given delivery date. The School will cancel a course if not enough participants have registered to it. The Project Authority will notify the Contractor by e-mail as soon as possible if a course on a given date is cancelled. If the Project Authority notifies the Contractor in less than ten (10) working days from the Start Date of the course, the Contractor will be entitled to be reimbursed for the portion of the travel expenses that are not refundable.

A.7.1 The School reserves the right to delay a course start date.

ANNEX B

BASIS OF PAYMENT

B.1 In accordance with Part 4 Evaluation Procedures and Basis of Selection, Bidders must provide a maximum firm hourly rate for the Initial Contract Period and two Option Years for the proposed resource as part of its Financial Bid. The Firm all-inclusive Hourly Rate must include all costs associated with the services including the costs associated with the instructor preparation time, the administrative overhead and the profit. The firm all-inclusive hourly rate must be exclusive of all applicable taxes.

Name of the Individual	Maximum Firm all-inclusive Hourly Rate		
	Contract Period	Option Year 1	Option Year 2

B.2 In accordance with Part 4 Evaluation Procedures and Basis of Selection, Bidders must provide a firm per word rate for each year of the Initial Contract Period and the Option Year.

All administrative and other expenses including but not limited to management, supervisory including lead translator costs, quality assurance costs, facilities costs, overhead and administrative costs, costs of deliverables, and special equipment expenses must be incorporated within the Bidder all-inclusive Per Word Rate. The firm all-inclusive Per Word Rate must be exclusive of all applicable taxes. Bidders are required to complete the tables below and submit them as part of its Financial Bid.

Translation from English to French			
	Initial Periods		Option Year
	Year 1	Year 2	
Firm Per Word Rate in cents			

Translation from French to English			
	Initial Periods		Option Year
	Year 1	Year 2	
Firm Per Word Rate in cents			

B.3 Travel and Living Expenses

Solicitation Number: CSPS-RFP-1314-RD-004

B.3.1 The Contractor will not be paid for the resource travel time and for the travel and living expenses when the resource must travel less than one hundred (100) kilometers from he or she residence to perform the services.

B.3.2 The Contractor will be reimbursed pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

B.3.3 The travel and living expenses will be pre-authorized with the authorization of the TA.

B.3.4 All payments are subject to government audit.

B.4 Cancellation and Postponement Fees

B.4.1 In accordance with clause 12 Cancellation and Postponement of a Course prior to commencement of a Course, Part 7, the following cancellation fees will be applied for the Contractor for whom a cancellation or postponement of course is requested:

If Notice is given	Contractor will be paid equivalent of:
more than ten (10) business days	\$ 0
Ten (10) business days or less	25% of the number of planned instructing hours, as indicated in the TA.

B.4.2 In the event that a course is postponed; the School shall not pay the Contractor any fees or penalties. However, if the course is postponed less than ten (10) business days before training starts, and after postponing the course, the Contracting Authority decides to cancel the training before it starts, the cancellation fees for notice of ten (10) business days or less will apply.

B.4.3 No other fees or compensation of any kind shall be payable by the School.

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

(The list will be provided in an amendment to this RFP.)

ANNEX D

Left Blank Intentionally

ANNEX E

TASK AUTHORIZATION FORM

The Task Authorization form will be provided to the Contractor at contract award.

ANNEX F

GENERAL CONDITIONS

GC01 Interpretation
GC02 Standard Clauses and Conditions
GC03 Powers of Canada
GC04 Status of the Contractor
GC05 Conduct of the Work
GC06 Subcontracts
GC07 Specifications
GC08 Replacement of Specific Individuals
GC09 Time of the Essence
GC10 Excusable Delay
GC11 Inspection and Acceptance of the Work
GC12 Invoice Submission
GC13 Taxes
GC14 Payment Period
GC15 Interest on Overdue Accounts
GC16 Compliance with Applicable Laws
GC17 Ownership
GC18 Copyright
GC19 Translation of Documents
GC20 Confidentiality
GC21 Government Property
GC22 Liability
GC23 Intellectual Property Infringement and Royalties
GC24 Amendment and Waivers
GC25 Assignment
GC26 Suspension of the Work
GC27 Default by the Contractor
GC28 Termination for Convenience
GC29 Accounts and Audits
GC30 Right of Set-off
GC31 Notice
GC32 Conflict of Interest and Values and Ethics Codes for the Public Service
GC33 No Bribe or Conflict
GC34 Survival
GC35 Severability
GC36 Successors and Assigns
GC37 Contingency Fees
GC38 International Sanctions
GC39 Code of Conduct and Certifications - Contract
GC40 Harassment in the Workplace
GC41 Entire Agreement
GC42 Access to Information
GC43 Dispute Resolution
GC44 Security and Protection of Work
GC45 Public Disclosure of Basic Information
GC46 Indemnification
GC 47 Public Disclosure of Contracts with Former Public Servants
GC48 Priority of Documents
GC49 Unauthorized Codes

Solicitation Number: CSPS-RFP-1314-RD-004

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

GC01 Interpretation

In the Contract, unless the context otherwise requires:

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

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

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

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

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

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

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

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

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

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

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

"Technical Documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs,

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

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

GC02 Standard Clauses and Conditions

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

GC03 Powers of Canada

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

GC04 Status of the Contractor

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

GC05 Conduct of the Work

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

Solicitation Number: CSPS-RFP-1314-RD-004

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

GC06 Subcontracts

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

GC07 Specifications

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

Solicitation Number: CSPS-RFP-1314-RD-004

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

GC08 Replacement of Specific Individuals

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

GC09 Time of the Essence

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

GC10 Excusable Delay

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

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

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

Solicitation Number: CSPS-RFP-1314-RD-004

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

GC11 Inspection and Acceptance of the Work

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

GC12 Invoice Submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - b. deduction for holdback, if applicable;
 - c. the extension of the totals, if applicable; and
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on

Solicitation Number: CSPS-RFP-1314-RD-004

all invoices.

4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

GC13 Taxes

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

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

GC14 Payment Period

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

GC15 Interest on Overdue Accounts

Solicitation Number: CSPS-RFP-1314-RD-004

1. For the purpose of this section:

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

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

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

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

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

GC16 Compliance with Applicable Laws

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

GC17 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The

Solicitation Number: CSPS-RFP-1314-RD-004

Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

GC18 Copyright

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

GC19 Translation of Documentation

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

GC20 Confidentiality

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of the appropriate authorized Government of Canada representative. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.
2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to the designated and authorized Government of Canada representative all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.
3. Subject to the *Access to Information Act*, R.S., 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside

Solicitation Number: CSPS-RFP-1314-RD-004

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

GC21 Government Property

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

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

GC22 Liability

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

GC23 Intellectual Property Infringement and Royalties

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

Solicitation Number: CSPS-RFP-1314-RD-004

the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

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

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

GC24 Amendment and Waivers

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

GC25 Assignment

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

GC26 Suspension of the Work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting

Solicitation Number: CSPS-RFP-1314-RD-004

- Authority. Within these one hundred eighty (180) days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 27 or section 28.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
 3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

GC27 Default by the Contractor

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

GC28 Termination for Convenience

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by

Solicitation Number: CSPS-RFP-1314-RD-004

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

GC29 Accounts and Audits

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

GC30 Right of Set-off

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

GC31 Notice

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

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

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

GC33 No Bribe or Conflict

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

GC34 Survival

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

GC35 Severability

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

GC36 Successors and Assigns

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

GC37 Contingency Fees

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

GC38 International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 28

GC39 Code of Conduct and Certifications - Contract

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

- of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.
3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Contractor's affiliates if:
 - a. directly or indirectly either one controls or has the power to control the other, or
 - b. a third party has the power to control both.Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.
 4. The Contractor must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the period of the contract. The Contractor must also, when so requested, provide Canada with the corresponding Consent Forms.
 5. The Contractor certifies that it is aware, and that its affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.
 6. The Contractor certifies that neither the Contractor nor any of the Contractor's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.
 7. The Contractor certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under the contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:
 - a. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the *Financial Administration Act*, or
 - b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the *Criminal Code of Canada*, or
 - c. section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the *Criminal Code of Canada*, or
 - d. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the *Competition Act*, or
 - e. section 239 (False or deceptive statements) of the *Income Tax Act*, or
 - f. section 327 (False or deceptive statements) of the *Excise Tax Act*, or
 - g. section 3 (Bribing a foreign public official) of the *Corruption of Foreign Public Officials Act*, or

Solicitation Number: CSPS-RFP-1314-RD-004

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

GC40 Harassment in the Workplace

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

GC41 Entire Agreement

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

GC42 Access to Information

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

GC43 Dispute Resolution

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

GC44 Security and Protection of Work

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

GC45 Public Disclosure of Basic Information

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

GC46 Indemnification

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

Solicitation Number: CSPS-RFP-1314-RD-004

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

GC47 Public Disclosure of Contracts with Former Public Servants

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

GC48 Priority of Documents

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

GC49 Unauthorized Codes

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

ANNEX G

SUPPLEMENTAL CONDITIONS

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

SC01 Former Public Servants

It is a term of the Contract:

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

SC02 T1204 Supplementary Slip

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

SC03 Definition of a day

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

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

SC04 Schedule and Location of Work

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

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

SC05 Closure of Government Offices

Where Contractor's employees are providing services on government premises under this Contract and the said premises become non accessible due to evacuation or closure of government offices, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

SC06 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint

Solicitation Number: CSPS-RFP-1314-RD-004

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