

REQUEST FOR PROPOSAL

For

MANAGEMENT DEVELOPMENT COURSES AND RELATED SERVICES

For

THE CANADA SCHOOL OF PUBLIC SERVICE

SOLICITATION DATE: December 23, 2013

CLOSING DATE AND TIME: February 14, 2014, 2:00 P.M., EASTERN TIME

Contracting Authority:

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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-005
Canada School of Public Service
373 Sussex Dr
Ottawa, Ontario, K1N 6Z2
Tel: (613) 286-9785

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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 Canada School of Public Service (the School) offers learning products and services to help organizations and individual employees meet their professional learning needs in the area of management development, in English and in French in the Central Region. The Central Region is comprised of the National Capital Region, Ontario and Quebec.

In many cases, the School has courses already developed and requires resources to deliver them. In other occasions, courses must be designed and developed before delivery can take place.

To meet these needs, the School looks first for availability among its own employees, if none is available; the School looks for availability from employees of other government departments and agencies and as a last option, the School go out to contractors to obtain the needed resources.

The primary roles of the Contractor will be to respond to the School's needs by providing resources with the right qualifications, at the right time, at the right location and in the right language for:

- course design and development,
- design and development consulting services on existing material
- course delivery, and

For more information on the services required, Bidders can read the Annex A Statement of Work.

The contract period will be for two (2) years starting at contract award with two (2) one year option.

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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 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.

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

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 – Certifications, Section 1.4, Part 7 - Resulting Contract Clauses, Section 15.2 and the Annex D named Federal Contractors Program for Employment Equity - Certification.

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 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. Options to File a Complaint

Procurement complaints may be filed with the Canadian International Trade Tribunal (CITT) by potential suppliers concerning alleged breaches by the Government of Canada of the prescribed procedural requirements applicable to any aspects of the procurement process for contracts covered by the trade agreements i.e. the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (the AIT), and the Agreement on Government Procurement (the AGP) of the World Trade Organization.

The CITT is an independent administrative tribunal that, among other things, receives, inquires into, decides and makes recommendations in respect of procurement complaints. More information can be obtained from the CITT WEB site at this address:

http://www.citt-tcce.gc.ca/index_e.asp

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 all the instructions, clauses and conditions of this bid solicitation and accept the clauses and conditions of the resulting contract in Part 7.

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 (the School)";
- 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, Section 1.3.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

To ensure consistency and quality of information provided to bidders, the Contracting Authority will provide, simultaneously to all companies to which this solicitation has been sent, any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.

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. 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.

6. 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 1 soft copy 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>). 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 should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, 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

Bidders should 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 will evaluate the bids.

During the bid evaluation period, the Contracting Authority may require Bidders to 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 as stipulated 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 an overall minimum of 70% 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 following amounts found in the completed Annex B Basis of Payment:

Hourly Rates

- a) 20% of the total Hourly rate for Level 1 resources for the initial period (years 1 and 2) and the two one year option periods;
- b) 30% of the total Hourly rate for Level 2 resources for the initial period (years 1 and 2) and the two one year option periods;
- c) 50% of the total Hourly rate for Level 3 resources for the initial period (years 1 and 2) and the two one year option periods;

less the following amounts:

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30% of the total obtained by adding a), b), and c) above times the discount percent rate for the ownership by the contractor of the intellectual property, paragraph B.2 Discount Rate - IP.

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

2. Basis of Selection – Highest Combined Rating of Technical Merit (70%) and Price (30%)

To be declared responsive, a bid must:

- a) comply with all of the conditions of the RFP;
- b) meet all mandatory requirements;
- c) obtain an overall minimum of 70% points for the rated criteria.

Bids not meeting a), b), or c) will be declared non-responsive and will not be considered for 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.

In the event two (2) or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria will be recommended for award of contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 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 (70%) and Price (30%) | | | | |
|---|------------------------------|-----------------------------|----------------------------|----------------------------|
| | | 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 | $115/135 \times 70 = 59.63$ | $89/135 \times 70 = 46.15$ | $92/135 \times 70 = 47.70$ |
| | Pricing Score | $45/55 \times 30 = 24.55$ | $45/50 \times 30 = 27.00$ | $45/45 \times 30 = 30.00$ |
| Combined Rating | | 84.18 | 73.15 | 77.70 |
| Overall Rating | | 1st | 3rd | 2nd |

3. EVALUATION CRITERIA

3.1 Mandatory Criteria

| Item No. | MANDATORY CRITERIA | Proposal Reference page number |
|-----------------|---|---------------------------------------|
| M1 | <p>Bidders must have delivered a minimum of ten (10) courses in the area of management development, as defined in Annex A Statement of Work, to large organizations in excess of three hundreds (300) employees during the last five (5) years from the solicitation closing date. Each course must consist of at least one half-day (3 hours) cumulative of instruction to a minimum of eight (8) participants. The same courses delivered multiple times will not be considered as separate courses.</p> <p>To demonstrate this experience, Bidders must submit a summary of their experience by providing the following information for each course:</p> <ol style="list-style-type: none"> a) Title, topics, content, duration and number of participants; b) Description of the Bidder’s responsibilities; c) Course duration in terms of starting and ending dates (day/month/year); d) Client name; e) 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. | |
| M2 | <p>Bidders must have designed and developed a minimum of five (5) courses in the area of management development, as defined in Annex A Statement of Work, for clients during the last five (5) years from the solicitation closing date.</p> | |

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|----------|--|--------------------------------|
| | <p>To demonstrate this experience, Bidders must submit a summary of their experience by providing the following information for each course:</p> <ul style="list-style-type: none"> a) Title, topics, content and duration; b) Description of the Bidder's responsibilities; c) Course duration in terms of starting and ending dates (day/month/year); d) Client name and location; e) 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. | |
| M3 | <p>Bidders must have provided services to clients in English and in French during the last three (3) years from the solicitation closing date.</p> <p>To demonstrate this experience, Bidders must submit a summary of their experience by providing for three (3) projects in French and three (3) projects in English the following information for each project:</p> <ul style="list-style-type: none"> a) Name, language of the services; b) Description of the Bidder's responsibilities; c) Duration in terms of starting and ending dates (day/month/year); d) Client name; e) 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. | |
| M4 | <p>Bidders must submit a Management Plan demonstrating how the Bidder proposes to provide the services described in Annex A Statement of Work. The plan must contain at a minimum the following information:</p> <ul style="list-style-type: none"> a) Description of the services to be provided and the activity reports to be produced; b) Description of the Bidder's organisation and the roles and responsibilities of each person; c) Description of the processes that will be implemented to obtain the resources with the right qualifications, at the right time, at the right location and in the right language and in particular how the School's needs for highly qualified individuals will be met; d) List of risks in delivering the services to the School and their mitigation strategy; e) Description of the quality assurance measures that will be implemented to ensure quality of services. | |
| M5 | <p>Bidders must possess a network of available qualified individuals in the Central Region. Each individual must have at least three (3) years of experience in design, development or course delivery during the last six (6) years from the solicitation closing date.</p> | |

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| | <p>To demonstrate the comprehensiveness of the network of individuals available to Bidders in the performance of the Work, Bidders must identify:</p> <ul style="list-style-type: none"> • five (5) English speaking individuals in the Greater Toronto Area; • five (5) English speaking individuals and five (5) French speaking individuals located in the National Capital region. • two (2) English and two (2) French speaking individuals located in each of the city of Québec and Montréal. <p>The individual who can deliver a course in English and in French can be proposed as English and French speaking individual.</p> <p>For each identified individual, Bidders must provide:</p> <ol style="list-style-type: none"> a) Individual Name, b) Individual's education, c) Individual's language of work, d) Description of the individual's experience, e) List of courses designed, developed or delivered, f) Description of the relevancy of the individual's qualifications to the services described in Annex A Statement of Work, and g) The following certification signed by the proposed individual: <p><i>I have provided the permission to the Bidder, _____ (name of bidder) _____, to propose my services in relation to the work to be performed for the School and to submit my résumé as part of the bid.</i></p> | |
| M6 | <p>Bidders' must propose a Service Coordinator, as defined in Annex A Statement of Work, residing in the Central region that must have a minimum of three (3) years of experience in the last six (6) years from the solicitation closing date in providing consultants to clients in the field of course design, development and delivery.</p> <p>To demonstrate this experience, Bidders must provide:</p> <ol style="list-style-type: none"> a) Individual Name, b) Description of the individual's experience, c) Résumé of the individual. | |
| M7 | <p>Bidders' proposed Service Coordinator must be fluent in English and in French.</p> <p>To demonstrate this capability, Bidders must provide the following information for one project in English and one project in French:</p> <ol style="list-style-type: none"> a) Project Name, language of the services, b) Description of the Service Coordinator's responsibilities, c) Project duration in terms of starting and ending dates (day/month/year), d) 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. | |
| M8 | <p>Bidders must have been in business for at least three (3) years from the solicitation closing date.</p> | |

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| | To demonstrate this existence, Bidders must provide a copy of their certificate of incorporation, business registration or tax returns. | |

3.2 Point Rated Criteria

| Item No. | POINT RATED CRITERIA | | Proposal Reference page number |
|----------|--|--------------------------|--------------------------------|
| R1 | <p>The bidder should demonstrate the Service Coordinator's experience in providing consultants to clients in the field of course design, development and delivery.</p> <p>The score will be as follow:</p> <ul style="list-style-type: none"> a) Sixty (60) points will be given if the Service Coordinator has more than five (5) years of experience in the last ten (10) years from the solicitation closing date. b) Thirty (30) points will be given if the Service Coordinator has between three (3) and five (5) years of experience in the last ten (10) years from the solicitation closing date. <p>To demonstrate this experience, Bidders should provide:</p> <ul style="list-style-type: none"> a) Description of the individual's experience; b) Description of the relevancy of the individual's qualifications to the services described in Annex A Statement of Work; c) Résumé of the individual. | | |
| | Maximum number of points: 60 | Passing mark: N/A | |
| R2 | <p>The Bidder should demonstrate the experience of each individual, in the Central Region, in design, development or course delivery in the area of management development, as defined in Annex A Statement of Work, to large organisations in excess of three hundreds (300) employees during the last six (6) years from the solicitation closing date.</p> <p>To demonstrate the depth of individual qualifications available to the Bidder in the performance of the services, for each identified individual in M5 (to a maximum of 19 individuals), the scoring will be as follow:</p> <ul style="list-style-type: none"> a) 5 points will be given for each individual that has in excess of four (4) years of experience from the solicitation closing date. | | |
| | Maximum number of points: 95 | Passing mark: N/A | |
| R3 | <p>The Bidder should demonstrate the experience of each individual, in the Central Region, with management experience.</p> <p>To demonstrate the depth of the management experience of the individuals available to the Bidder in the performance of the services, for each identified individual in M5 (to a maximum of 19 individuals), the</p> | | |

| Item No. | POINT RATED CRITERIA | Proposal Reference page number | | |
|-------------------------------------|---|-------------------------------------|--------------------------|--|
| | <p>scoring will be as follow:</p> <ul style="list-style-type: none"> a) 5 points will be given for each individual that has in excess of fifteen (15) years of management experience of a group of more than ten (10) people in large organisations in excess of three hundreds (300) employees; b) 3 points will be given for each individual that has between ten (10) and fifteen (15) of management experience of a group of more than ten (10) people in large organisations in excess of three hundreds (300) employees; c) 1 point will be given for each individual that has between five (5) years and ten (10) of management experience of a group of more than ten (10) people in large organisations in excess of three hundreds (300) employees. <p>Bidders should provide a description of the management experience of each individual by providing the following information:</p> <ul style="list-style-type: none"> a) Name of the individual, b) Organisation name, c) Name of the section and number of employees that were managed by the individual, d) Individual's responsibilities and job title, e) The number of employees that were directly reporting to the individual, f) Work duration. | | | |
| | <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Maximum number of points: 95</td> <td style="width: 50%;">Passing mark: N/A</td> </tr> </table> | Maximum number of points: 95 | Passing mark: N/A | |
| Maximum number of points: 95 | Passing mark: N/A | | | |
| R4 | <p>Quality of the Management Plan in response to M4</p> <p>To demonstrate this criteria, the scoring will be as follow:</p> <ul style="list-style-type: none"> a) Efficient delivery of the services. To obtain the maximum score of 20 points, the plan must demonstrate the degree to which the Management Plan support the efficient delivery of all the services describe in the Statement of Work, Annex A. b) The Plan comprehensiveness. To obtain the maximum score of 18 points, the Plan must address in extensive detail the Who, Where, When, What, Why, How for all the services that will be provided (3 points each). c) The completeness of the proposed Bidder's organization to deliver the services. To obtain the maximum score of 20 points, the description of the Bidder's organization and resources must include the following: the organization chart (3 points), the responsibility of each position, the accountability and authority of each key position in terms of the delivery of the services for (7 points). The description details the relationships between each position (2 points), the relationships between each position and the School (4 points) and the relationships between each position and the subcontractors (4 points). d) The clarity of the Bidder's organization. To obtain the maximum score of 20 points, the organization must demonstrate clear | | | |

| Item No. | POINT RATED CRITERIA | Proposal Reference page number | | | | | | | | | | | | | | |
|----------|---|--------------------------------|--------------|-----|---|-----|--|-----|---|-----|---|-----|--|---|--|--|
| | <p>thought, organization and style. Accountabilities, responsibilities, authorities and relationships are well delineated.</p> <p>e) The risks and the appropriateness of the risk mitigation strategy. To obtain the maximum score of 20 points, a comprehensive list of risks is presented. All identified risks are relevant to the services to be performed and are described clearly for 10 points. The Bidder's mitigation strategy for each risk demonstrates clearly how it minimizes the impact on the cost, schedule and performance in delivering the services to the School for 10 points.</p> <p>In the evaluation of the criterion a), d) and e), the evaluator will use the following rating table.</p> <p>The points will be calculated as follows: Factor x points obtained x 2</p> <table border="1" data-bbox="350 831 1146 1862"> <thead> <tr> <th data-bbox="350 831 500 877">FACTOR</th> <th data-bbox="500 831 1146 877">RATING LEVEL</th> </tr> </thead> <tbody> <tr> <td data-bbox="350 877 500 1052">0.5</td> <td data-bbox="500 877 1146 1052"> The information provided clearly demonstrates a complete understanding of all of the elements of the criterion. It addresses all elements of the criterion in full and thorough detail. Very few minor deficiencies were identified. </td> </tr> <tr> <td data-bbox="350 1052 500 1226">0.4</td> <td data-bbox="500 1052 1146 1226"> The information provided clearly demonstrates a complete understanding of all of the elements of the criterion. It addresses all elements of the criterion in some details. Few minor deficiencies were identified. </td> </tr> <tr> <td data-bbox="350 1226 500 1400">0.3</td> <td data-bbox="500 1226 1146 1400"> The information provided demonstrates understanding for most elements of the criterion. It addresses some elements of the criterion in details. Deficiencies were identified. </td> </tr> <tr> <td data-bbox="350 1400 500 1575">0.2</td> <td data-bbox="500 1400 1146 1575"> The information provided demonstrates some understanding that is relevant to the criterion. It addresses some elements of the criterion with no details. Many deficiencies were identified. </td> </tr> <tr> <td data-bbox="350 1575 500 1749">0.1</td> <td data-bbox="500 1575 1146 1749"> The information provided demonstrate a minimal understanding that is relevant to the criterion. Insufficient information was provided to determine if Bidder's response meets/supports the requirement. Many deficiencies were identified. </td> </tr> <tr> <td data-bbox="350 1749 500 1862">0</td> <td data-bbox="500 1749 1146 1862"> The information provided does not address the criterion. </td> </tr> </tbody> </table> | FACTOR | RATING LEVEL | 0.5 | The information provided clearly demonstrates a complete understanding of all of the elements of the criterion. It addresses all elements of the criterion in full and thorough detail. Very few minor deficiencies were identified. | 0.4 | The information provided clearly demonstrates a complete understanding of all of the elements of the criterion. It addresses all elements of the criterion in some details. Few minor deficiencies were identified. | 0.3 | The information provided demonstrates understanding for most elements of the criterion. It addresses some elements of the criterion in details. Deficiencies were identified. | 0.2 | The information provided demonstrates some understanding that is relevant to the criterion. It addresses some elements of the criterion with no details. Many deficiencies were identified. | 0.1 | The information provided demonstrate a minimal understanding that is relevant to the criterion. Insufficient information was provided to determine if Bidder's response meets/supports the requirement. Many deficiencies were identified. | 0 | The information provided does not address the criterion. | |
| FACTOR | RATING LEVEL | | | | | | | | | | | | | | | |
| 0.5 | The information provided clearly demonstrates a complete understanding of all of the elements of the criterion. It addresses all elements of the criterion in full and thorough detail. Very few minor deficiencies were identified. | | | | | | | | | | | | | | | |
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| 0.3 | The information provided demonstrates understanding for most elements of the criterion. It addresses some elements of the criterion in details. Deficiencies were identified. | | | | | | | | | | | | | | | |
| 0.2 | The information provided demonstrates some understanding that is relevant to the criterion. It addresses some elements of the criterion with no details. Many deficiencies were identified. | | | | | | | | | | | | | | | |
| 0.1 | The information provided demonstrate a minimal understanding that is relevant to the criterion. Insufficient information was provided to determine if Bidder's response meets/supports the requirement. Many deficiencies were identified. | | | | | | | | | | | | | | | |
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| | Maximum number of points: 98 | Passing mark: N/A | |

| | | | | |
|--|-------------------------------|-------------------|--|--|
| | Point Rated Evaluation | | | |
| | Maximum number of points: 338 | Passing mark: 236 | | |

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 the 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements. The related documentation therein required will assist the School in confirming that the certifications are true.

1.2 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 before contract award.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act* R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a) an individual;

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? YES () NO ()

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

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

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

Work Force 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. period of lump sum payment including start date, end date and number of weeks;
- e. 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

1.3 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website

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

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

The Bidder must provide the Contracting Authority with a completed Annex D Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Annex D Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

Signature of authorized representative

Date

1.4 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 and FINANCIAL REQUIREMENTS

1. Security Requirement

At time of bid closing, 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 Service Coordinator 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.

2. Financial Capability

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

- a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
- b) If the date of the financial statements in 2.1 a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
- c) A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
- d) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
- e) A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- f) A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

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

2.3 If the Bidder is a subsidiary of another company, then any financial information in 2.1. (a) to (e) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself.

2.4 The School reserves the right to request from the Bidder any other information that the School requires to conduct a complete financial capability assessment of the Bidder.

2.5 If the Bidder provides the information required above to the School in confidence while indicating that the disclosed information is confidential, then the School will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c.c. A-1, Section 20(1) (b) and (c).

2.6 In determining the Bidder's financial capability to fulfill this requirement, the School may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of the School, a performance guarantee from a third party or some other form of security, as determined by the School).

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).

2. Standard Clauses and Conditions

2.1 General Conditions

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

2.2 Supplemental General Conditions

The Supplemental Conditions listed in Annex G 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 that do not have the appropriate security clearance to meet this contract, the following clause may apply until the Sponsorship is completed and Security clearance is obtained.

On an exceptional basis, 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 twenty four 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 (2) additional one year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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 (if applicable) 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.

There are two categories of TA:

- a) TA - Services to order course delivery services, design and development consulting services. In this instance the Project Authority will accept the Contractor's services.
- b) TA - Deliverables to acquire course material as a result of the design and development work. In this instance, the Project Authority will accept a deliverable produced by the Contractor.

6.2 Design and Development Consulting Services, and Course Delivery (TA - Services)

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

- a) For Course Delivery:
 - o 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.
 - o 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.
- b) For Design and Development Consulting Services;
 - o The tasks, the deliverables and the period of work,
 - o The expected role and the number of resources,
 - For each resource: the resource's minimum qualifications and performance expectations,
 - If the Contractor must produce the resource's Résumé, some evidence of the resource's work and if an interview of the proposed resource is required prior to the TA approval.
- c) Whether the intellectual property will vest with the School or the Contractor.
- d) The expected price (number of hours times the Hourly Rate Level) for the instructor, the resource and if travel & living expenses or the instructor's preparation time will be paid by the School.
- e) The due date for the submission of the contractors proposal, 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.

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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:

- a) Commitment to provide the services as requested in the Service Request,
- b) The name and the Résumé of the proposed individual(s) with the requested information,
- c) Demonstration of how the individuals meets the requirements, and
- d) Confirmation of the price (number of hours times the Hourly 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 or as specified in 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) ensure that the proposed resources possess the required qualifications to deliver the requested services.

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

Step 4. The Contracting Authority verifies the TA, the security clearance of the proposed resource(s) and authorizes the work to commence.

6.3 Course Design and Development (TA - Deliverables)

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

- a) The course requirements in terms of objectives, content, the audience and the number of participants in a classroom, the number of instructors,
- b) The language (English or French) in which the pedagogical materials must be first produced,
- c) The expected delivery dates of the draft and final pedagogical materials,
- d) If the Contractor translates the pedagogical materials in the other language,
- e) If a Pilot Course will be part of the approval process of the deliverables.
- f) Whether the intellectual property will vest with the School or the Contractor,
- g) If travel & living expenses will be paid by the School,
- h) When the Contractor will be paid for the work; once all the work is accepted by the Project Authority or at each time a deliverable is accepted by the Project Authority,
- i) 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.

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:

- a) Description of the design and development work accompany with a time table,
- b) The name and the Resume of the proposed resources,
- c) Demonstration of how the resources meets the requirements,
- d) Contractor's proposed price for the work (number of hours times the Hourly Rate Level for each individual) broken down by deliverables. 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 or as specified in 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,
- b) ensure that the proposed resources possess the required qualifications to deliver the requested services, and
- c) assess that the proposed price is fair and reasonable.

The Project Authority recommends the TA approval to the Contracting Authority.

Step 4. The Contracting Authority verifies the TA, the security clearance of the proposed resource(s) and authorizes the work to commence.

6.4 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.

6.5 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.

7. Payment

7.1 Basis of Payment - TA Subject to a Limitation of Expenditure

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.

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.

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 they are incorporated into the Work.

7.2 Canada's Total Liability

Limitation of Expenditure - Cumulative Total of all Task Authorizations

7.2.1 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 \$ 2,000,000 including applicable Taxes.

7.2.2 No increase in the total liability of the School will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

7.2.3 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

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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.

7.2.4 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.

8. Authorities

8.1 Contracting Authority

The Contracting Authority for the Contract is:

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.

8.2 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 TA and is responsible for all matters concerning the technical content of the Work under the TA. 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.

8.3 Contractor's Representative

The Contractor has identified the following person 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 and Project Authority of any changes.

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

9. The School to own Intellectual Property

9.1 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:

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- 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;
- 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.

9.2 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.

10. 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.

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

11.1 Under section 11.6 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 Part 7, section 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.

11.2 The School shall not be liable to the Contractor if the notice is sent to the Contractor in compliance with section 11.1 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.

11.3 If the notice is not sent to the Bidder in compliance with section 11.1 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 purchased 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".

11.4 Except for air fare ticket addressed in section 11.3, the School shall not be liable to the Contractor if the notice is sent to the Contractor in compliance with section 11.1 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. 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.

11.5 If the notice is not sent to the Bidder in compliance with section 11.1 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.

11.6 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.

12. 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.

13. Method of Payment – Authorized TA

One of the following methods of payment will form part of the authorized TA:

13.1 Monthly Payment

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 the School;
- c) the Work performed has been accepted by the School.

13.2. Single Payment

The School will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

14. Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.

14.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the Project Authority as per the TA for certification and payment.

14.3 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.

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 the School 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, the School has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

15.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

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.

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- 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 must:

- 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

MANAGEMENT DEVELOPMENT COURSES AND RELATED SERVICES

1. Background

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 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 and Professional Development Directorate, located in the LPB, oversees the design and delivery of all leadership and professional development programs and courses. It builds public sector capacity by working directly in departments to support change and leadership development, and by working on international cooperation projects in other countries.

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.

More information about the School can be found on its WEB site at the following address:
<http://www.cspc-efpc.gc.ca/index-eng.aspx>

2. Definitions

In this statement of work, unless the context otherwise requires:

Blended Learning means a strategic approach to learning design that delivers the appropriate content in the right format at the right time, place and cost to an identified audience. A blended learning product is defined as a combination of delivery methodologies which could include technology-based learning solutions and face-to-face sessions based on sound instructional design. The School's blended learning products may range from stand-alone self-directed e-learning products to integrated approaches that combine a variety of delivery methods, tools, learning events and learning models, including self-directed web-based learning (browser-based, files reside on server, runs over Internet and/or Intranet), synchronous virtual classroom learning, asynchronous online instructor-led learning, online communities of practice learning sites, learning objects and knowledge repositories, online recorded events and podcasts, mobile learning, virtual worlds and serious gaming products.

The School's blended learning products are interactive (student-instructor, student-student, student-computer) incorporating a variety of instructional approaches, integrated within a strategic

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learning/blended learning framework. The School's blended learning products may be delivered through the following channels: Intranet, Internet, CD-ROM, DVDs, the School owned or contracted Integrated Learner Management System (I-LMS)/Learning Content Management System (LCMS).

Calendar Course means a course in the School's public calendar.

Course means a course that is defined as a structured learning event of one or more days of duration. Generally, a one-day course has a one-hour lunch break, and two 15 minute breaks, so that the total instruction time for a course of one day in duration is six and a half (6.5) hours.

Course/Workshop Delivery Methodology means course delivery methods include (but are not limited to): classroom instruction; distance learning methods like web-based synchronous or asynchronous instruction, video conference, audio conference, interactive CD-ROM, webinar, and podcast.

Distance learning means distance learning commonly refers to education that takes place in a situation where instructor and learner are physically separated and where learners can study appropriately designed materials at a place, time and pace of their own choosing.

Instruction Methodology means instructional methods include (but are not limited to): lecture; guest speakers; brainstorming; video; discussion; group discussion; case studies; role playing or tutoring.

Instructor-Led Training means delivery of course/workshop content by an instructor in a lecture or classroom format, as an interactive workshop, as a demonstration with the opportunity for learners to practice and includes on-line courses taught by a live instructor (Instructor-led online courses (ILO)) utilizing video-conferencing tools and web-based tools such as WebEx.

Memorandum of Understanding (MOU) means a written, approved, non-contractual arrangement that may be developed within any office of primary interest (OPI) of the School, whereby an OPI and a client agree to cooperate in a mutual undertaking, which results in the generation of revenue for the School. The term MOU also applies to amendments, Appendixes and other related documents, such as implementing arrangements, supplementary arrangements, technical arrangements, service-level agreements, or any other similar documents, whether stand-alone or based on an existing MOU.

Office of Primary Interest means the School or entity (branch, division, program, regional office) to which the authority, responsibility and accountability to perform a particular function on behalf of the Canada School of Public Service has been specifically assigned by legislation, regulation, policy or mandate. For example, the OPI leads the development and negotiation of a MOU.

The School means the Canada School of Public Service.

Session means a structured learning event within a course.

WEBEX means a web-based service that combines real-time desktop sharing with phone conferencing www.webex.com.

Workshop means a usually brief intensive educational program for a relatively small group of people that focuses especially on techniques and skills in a specific domain.

3. Requirements

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The Canada School of Public Service (the School) offers learning products and services to help organizations and individual employees meet their professional learning needs in the area of management development, in English and in French in the National Capital Region, Ontario (Greater Toronto Area) and Quebec (Quebec City and Montreal) (services may also be required outside of these regions).

Management development training encompasses courses and other learning activities related to leadership, change management, management skills, and the appropriate use of legal authorities (Authority Delegation) by managers and executives.

In many occasions, the School has courses already developed and need resources to deliver them.. In other occasions, courses must be designed and developed before delivery can take place.

To meet these needs, the School looks first for availability among its own employees, if none is available; the School looks for availability from employees of other government departments and agencies and as a last option, the School may go out to the Contractor to obtain the needed resources.

The primary roles of the Contractor will be to respond to the School needs by providing resources with the right qualifications, at the right time, at the right location and in the right language for:

- course design and development,
- design and development consulting services,
- course delivery, and

The Contractor must assign a Service Coordinator that will serve as the Contractor's Representative, article 8.3 of the Contract, and will be the sole point of contact for all the Work.

3.1 Tasks

3.1.1 Course Design and Development

The Contractor must design and develop the course in accordance with the requirements specified in this section and in the TA.

In designing and developing the course, the Contractor must comply with the following principles:

- Course material must meet the course objectives,
- The Project Authority's requested course structure and format,
- Meet the needs of the target audience while respecting delivery and content methodologies provided 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,
- To support or foster participant involvement and interaction. These may take the form of group or individual exercises accompanied by feedback and discovery courses.

Design and Development Process and Deliverables

As the first step in the design and development of the course, the Contractor must produce a draft of the course outline, a process flow and general timing for the PA approval.

As a second step, the Contractor must develop a first draft of the pedagogical material for the classroom for approval by the PA. The material may include but is not limited to the following items:

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- A slideshow presentation,
- An instructor 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 must produce the pedagogical materials in the School's standards and Common Look and Feel in Microsoft Word and/or Microsoft PowerPoint and/or Microsoft Excel formats and in a print-ready format.

As a third step, once the first draft of the pedagogical material has been approved by the PA, the Contractor finalises the pedagogical materials for acceptance by the PA. The acceptance by the PA will be withheld until successful completion of the Pilot Course, if requested in the TA.

If requested in the TA, the Contractor must translate the accepted final pedagogical material in accordance with the service requirements presented in section 3.1.5.

Pilot Course

If requested in the TA, the Contractor must deliver the Pilot Course using the final pedagogical materials and in accordance with the requirements identified in section 3.1.3 Course Delivery. The Project Authority will organise the Pilot Course

As a result of the evaluation of the Pilot Course delivery by the Contractor and the PA, the Contractor must update the course pedagogical material as needed and submit it for acceptance by the PA.

3.1.2 Design and Development Consulting Services on Existing Material

The Contractor must provide design and development consulting services in accordance with the approved TA.

The Contractor must submit the deliverables in accordance with the approved TA.

3.1.3 Course Delivery

The Contractor must deliver the course in accordance with the requirements specified in the TA and based on the approved pedagogical material

The Contractor must deliver the course in the duration, at the location and in the language specified in the TA.

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 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.

The Contractor must control the attendance by having the participant sign the attendance sheet.

The Contractor must deliver the courses according to the methodology, parameters and standards established by the Canada School of Public Service and provided by the Project Authority.

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In delivering the course, the Contractor's Instructor must.

- 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 to be provided by the Project Authority,
- 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.

In delivering the course, the Contractor's Instructor must 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,
- 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,
- Respect the Treasury Board Policy on the Duty to Accommodate Persons with Disabilities in the Federal Public Service for accommodating participants with special

- needs (e.g. visually impaired, motor impaired, environmental sensitivities, etc.). The policy can be found at <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12541§ion=text>
- Refrain from the use of inappropriate language,
 - Refrain from soliciting business or competitive advantages from participants (such as distributing business cards, advertising, sale of products, offering prize draws),
 - Follow guidelines for the use of copyrighted materials, including published works, music and materials taken from the Internet. The guidelines will be provided by the Project Authority.
 - 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.

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

In delivering the course, the Contractor's Instructor must 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.

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.

3.1.4 Deliverables

At the end of each course, the Contractor's Instructor must prepare an evaluation report and other learning activity reports if requested by the Project in the TA. The evaluation report must include at a minimum the following:

- Identifying any issues related to the delivery of the course taking into account participant views on the success of the intervention;
- Providing feedback, lessons-learned and recommendations for change or modifications to keep the course relevant and updated, if applicable.

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The Contractor must produce the evaluation reports in one of the Official Languages English or French. Where needed, the Project Authority will arrange for translation of reports or other print materials.

No later than three working days after the last delivery of the course, the Contractor must return to the Project Authority, the Instructor File and all other materials provided by the Project Authority, the evaluation report and the participant sign-in sheet for each day of course.

3.1.5 Optional Services

3.1.5.1 Translation Services

The Contractor must translate course pedagogical materials resulting from the course design and development, section A.5, from English to French and French to English, if required by the TA. The Contractor must perform the following activities including, but not limited to:

- a) Translate and review the documents using the same format, style, layout, font, level of language as the documents to be translated as per the specifications and standards presented below;
- b) Verify the translation quality to ensure style, format and linguistic quality standards are achieved;
- c) Compare the original text and the translated version to ensure that the translated text is in concordance with the original version;
- d) Deliver the translated documents and files and return the original documents and files to the Project Authority on or before the date specified in the TA.

A word is defined as a contiguous series of letters. Numbers that appear in the text are considered words and must also be translated. The Contractor is responsible to verify the word count and to provide the actual number of words of the original text, including modifications, at the time the translation is delivered. The School reserves the right to verify the accuracy of the supplied word count.

The Contractor must not use Web-based applications and software that allows for an automatic translation.

Specifications and Standards

The Contractor must apply a masterly knowledge of the English and French languages as well as a masterly of the rules of the languages, such as but not limited to grammatical rules and writing principles, to ensure the correctness of spelling, grammar, punctuation, tone and meaning of all translated text, and avoid Anglicism's and Gallicisms.

The work must be completed in the same electronic file format as the source document.

The deliverables must meet the following style and linguistic quality and process standards:

- a) A translation must not contain any major errors and no more than two (2) minor errors per 1000 word sample. Major errors include, but are not limited to, errors in grammar and spelling, factual errors introduced by the Contractor (including mistakes in figures, tables and charts), critical omissions, gibberish and/or errors in formatting such that the intent or message of the original document is altered or strays for the original message. An error is also considered major when it would have caused a complaint from the client or the public. Minor errors include errors in style, punctuation that do not impact the intent or message.

- b) Translation must have a style and level of language that is consistent with the nature and end use of the document to be translated;
- c) To assist with standardization and consistency with terminology, the same team should be used for a document or group of documents; The translation team for each TA should consist of at least two members, one of which will be a Lead Translator or Editor who will provide guidance and direction to the other translators or editors and will provide a first level of quality and consistency review. The Contractor shall ensure that the revision of the final version of the documents is error free.
- d) Translate in accordance with standards established by The Canadian General Standards Board (<http://www.ailia.ca/Certification+Preparation+Guide+CAN+CGSB>) which set out the procedural requirements for delivering translation services for suppliers of translation services to the federal government.
- e) The Contractor must complete all translation work using the same core reference tools consulted by the Project Authority, including:
 - The Canadian Oxford Dictionary
 - Gage Canadian Dictionary
 - The Canadian Style : A Guide to Writing and Editing
 - Termium Plus
 - Le Petit Robert; Le Petit Larousse illustré
 - Le Guide du rédacteur
 - Robert & Collins senior/unabridged
 - Multi Dictionnaire de la langue française, cinquième édition

4. Client Support

The Project Authority is the point of contact for the Contractor in all matters and issues relating to the Work. The Project Authority accepts all the deliverables arising out of the Contract.

The Project Authority will provide:

- Guidance on the learning needs and behavioral characteristics of the target audience,
- Access to target audience for consultation as needed,
- Design and development guidance, including the learning outcomes and objectives targeted,
- The School course standards,
- Technology platform specifications for technology-mediate learning events.

The Project Authority name, address, telephone numbers and email address will be specified in each TA.

Classroom Management, Material and Equipments

Unless specified otherwise in the TA, 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,

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- 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.

5. Travel

In order to provide the services, the Contractor's resources may have to travel in Canada. All travel and living expenses will be pre-authorized with the authorization of the (TA).

6. Course Cancellation or Postponement

In scheduling its course offering, 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.

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

7. Contractor Performance Management

The Contractor has the overall responsibility for the work and the performance of its resources. The School will monitor the Contractor's performance as follow:

- At all time, the Project Authority reserves the right to observe the Contractor's Instructor performance.
- At the occasion of Course Delivery ; following the delivery of the services, the Project Authority and the Contractor will review the Instructor's performance using the evaluation questionnaire completed at the end of each offering. If the instructor's performance is below expectations, the Project Authority may recommend to the Contracting Authority a replacement Instructor be provided, or that partial or no payment be made for the Contractor's work. The Project Authority and the Contractor will also evaluate the course material and agree to course material changes if needed.
- At the occasion of Course Design and Development and Design and Development Services, following the evaluation of the deliverables, the Project Authority can either:
 - a) Accept the deliverables,
 - b) Declare the deliverables ready for Pilot Course if called for,
 - c) Request the Contractor to changes the deliverables, or
 - d) Reject the deliverables. In this instance, the Contractor will not be paid for the work done.
- Every two months, the Contractor must submit an activity report that would include:
 - a) For each approved TA in progress during the last two months, the subject area or course title, the value, the progress if not completed, the performance of the resource involved,
 - b) For each TA not approved, the subject area or course title, the estimated value, the progress toward approval, any outstanding issue, and
 - c) The Contractor evaluation of its own performance.

8. Official Languages

The Contractor must provide the services in both official languages of Canada as described herein. The Official Languages Act and TBS policies and publications pertaining to this act can be viewed by accessing the following websites:

<http://www.laws.justice.gc.ca/eng/acts/O-3.01/index.html>

<http://www.tbs-sct.gc.ca/chro-dprh/olo-eng.asp>

Attachment A to Annex A Statement of Work

List of potential courses

The list of potential courses is provided for information only. The School is not committed to request the Contract to deliver any of the listed courses.

- Essentials of Supervising in the Public Service (G124)
- Essentials of Managing in the Public Service (G110)
- Essentials of Managing in the Public Service for New Executives (EX01) (G126)
- Essentials of Executive Management (EX02/EX03) (G127)
- The Practice of Supervision: a Workshop (G125)
- Having Difficult Conversations (G131)
- Managing Employee Performance Issues (G132)
- Developing Performance Agreements and Learning Plans (G133)
- Managing Human Performance (G215)
- Essentials of Authority Delegation in the Public Service for New Executives (G226)
- Managing Public Funds (G243)
- Theories, Techniques and Tools of Supervision (G501)
- Core Management Skills for Managers (G601)
- Effective Decision Making (T904)
- Introduction to Risk Management (C210)
- Managing a Meeting (C332)
- Others

ANNEX B

BASIS OF PAYMENT

In accordance with Part 4 Evaluation Procedures and Basis of Selection, Bidders must provide a maximum firm all inclusive hourly rate for each year of the Initial Contract Period and one Option Year for each resource level of qualifications 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 resource’s preparation time, the administrative overhead and the profit. The firm all-inclusive hourly rate must be exclusive of all applicable taxes.

1.0 Professional Fees

| Resource Qualification Levels | Maximum Firm all-inclusive Hourly Rate | | | |
|-------------------------------|--|--------|-------------|--------|
| | Initial Period | | Option Year | |
| | Year 1 | Year 2 | Year 1 | Year 2 |
| Level 1 | | | | |
| Level 2 | | | | |
| Level 3 | | | | |

Determination of the Resource Qualification Rate Level

Qualifications of each level are defined in the following table and should serve as a guide to establish the proper rate level for a resource. The qualifications must be considered over and above the mandatory criteria that are needed to perform the TA work. The mandatory criteria could be professional accreditation (law society, Project Management Institute, Financial Planning Standards Council, etc.), course delivery experience of a specific topic, university degree in a specific field (law, psychology, IT, etc.), language of delivery, etc. Only the qualifications that are directly relevant to the TA work serve in the determination of the rate level of a resource. Accordingly, the rate level of a resource may vary from TA to TA depending on the needed qualifications.

| Levels | Qualifications |
|--------|---|
| 1 | <ul style="list-style-type: none"> • A resource that has accumulated extensive experience (more than 25 years) in public sector management at an executive level (equivalent or above a director), or • A resource that has in excess of 10 years of experience in course delivery or course design and development, or • A resource that has a combination of significant experience and education in the learning and management development fields which clearly indicates the capacity to lead projects or programs in these fields. |
| 2 | <ul style="list-style-type: none"> • A resource that has accumulated extensive experience (between 16 and 25 years) in public sector management at an executive level (equivalent or above a director), , or • A resource that has between 6 and 10 years of experience in course delivery or course design and development, or • A resource that has a combination of experience and education in the learning and management development fields which indicates the capacity to |

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| | |
|---|--|
| | support projects or programs in these fields with little direction. |
| 3 | <ul style="list-style-type: none">• A resource that has accumulated between 10 and 15 years experience in public sector management at an executive level (equivalent or above a director), or• A resources that has 3 to 5 years of experience in course delivery or course design and development, or• A resource that has a combination of experience and education in the learning and management development fields which indicates the capacity to work successfully on projects or programs in these fields. |

1.1 In accordance with Part 4 Evaluation Procedures and Basis of Selection, Bidders must provide a discount rate in percent that would apply to the total TA price, before taxes, when the intellectual property (IP) rests with the Contractor.

| | |
|--------------------|---|
| Discount Rate - IP | % |
|--------------------|---|

2. Cost Reimbursable Expenses

2.1 Travel and Living Expenses

In order to minimize travel and living expenses, the Contractor will provide a resource to perform the services in the city or region identified in TA.

If the Contractor is unable to provide a resource to perform the services in the city or region identified in TA, the Contractor will only be paid for travel and living expenses when the services required are greater than one hundred (100) kilometers from the resource's residence. 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".

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

All payments are subject to government audit.

2.2 Optional Services - Other Direct Expenses - Translation

The contractor will be reimbursed for translation expenses if reasonably and properly incurred in the performance of the work at cost without any allowance for profit and administrative overhead. These expenses will be paid upon submission of a copy of the invoice, up to a total estimated cost of \$ (insert amount at TA award).

3. Cancellation and Postponement Fees

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:

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| 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. |

In the event that a course is postponed; the School will 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.

No other fees or compensation of any kind will be payable by the School.

ANNEX C

SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

| |
|--|
| Contract Number / Numéro du contrat |
| Security Classification / Classification de sécurité |

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

| PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE | | |
|---|---|---|
| 1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine | 2. Branch or Directorate / Direction générale ou Direction | |
| CANADA SCHOOL OF POLICE SERVICE | LEARNING PROGRAMS | |
| 3. a) Subcontract Number / Numéro du contrat de sous-traitance | 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant | |
| 4. Brief Description of Work / Brève description du travail | | |
| COURSE DESIGN, DEVELOPMENT AND DELIVERY OF MANAGEMENT DEVELOPMENT COURSES. | | |
| 5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? | <input checked="" type="checkbox"/> No / Non | <input type="checkbox"/> Yes / Oui |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? | <input checked="" type="checkbox"/> No / Non | <input type="checkbox"/> Yes / Oui |
| 6. Indicate the type of access required / Indiquer le type d'accès requis | | |
| 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) | <input checked="" type="checkbox"/> No / Non | <input type="checkbox"/> Yes / Oui |
| 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. | <input checked="" type="checkbox"/> No / Non | <input type="checkbox"/> Yes / Oui |
| 6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? | <input checked="" type="checkbox"/> No / Non | <input type="checkbox"/> Yes / Oui |
| 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès | | |
| Canada <input checked="" type="checkbox"/> | NATO / OTAN <input type="checkbox"/> | Foreign / Étranger <input type="checkbox"/> |
| 7. b) Release restrictions / Restrictions relatives à la diffusion | | |
| No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> | All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> | No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> |
| Not releasable / À ne pas diffuser <input type="checkbox"/> | Restricted to: / Limité à: <input type="checkbox"/> | Restricted to: / Limité à: <input type="checkbox"/> |
| Specify country(ies): / Préciser le(s) pays: | Specify country(ies): / Préciser le(s) pays: | Specify country(ies): / Préciser le(s) pays: |
| 7. c) Level of Information / Niveau d'information | | |
| PROTECTED A / PROTÉGÉ A <input type="checkbox"/> | NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/> | PROTECTED A / PROTÉGÉ A <input type="checkbox"/> |
| PROTECTED B / PROTÉGÉ B <input type="checkbox"/> | NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/> | PROTECTED B / PROTÉGÉ B <input type="checkbox"/> |
| PROTECTED C / PROTÉGÉ C <input type="checkbox"/> | NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> | PROTECTED C / PROTÉGÉ C <input type="checkbox"/> |
| CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> | NATO SECRET / NATO SECRET <input type="checkbox"/> | CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> |
| SECRET / SECRET <input type="checkbox"/> | COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/> | SECRET / SECRET <input type="checkbox"/> |
| TOP SECRET / TRÈS SECRET <input type="checkbox"/> | | TOP SECRET / TRÈS SECRET <input type="checkbox"/> |
| TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/> | | TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/> |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





| |
|--|
| Contract Number / Numéro du contrat |
| Security Classification / Classification de sécurité |

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No Yes
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No Yes

Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

| | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL | <input type="checkbox"/> SECRET SECRET | <input type="checkbox"/> TOP SECRET TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No Yes
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No Yes

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No Yes

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No Yes

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No Yes

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No Yes

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Security Classification / Classification de sécurité





| |
|--|
| Contract Number / Numéro du contrat |
| Security Classification / Classification de sécurité |

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

| Category / Catégorie | PROTECTED / PROTÉGÉ | | | CLASSIFIED / CLASSIFIÉ | | | NATO | | | | COMSEC | | | | | |
|--|---------------------|---|---|-----------------------------|--------|--------------------------|---|---------------------------------------|-------------|--|---------------------|---|---|--------------|--------|--------------------------|
| | A | B | C | CONFIDENTIAL / CONFIDENTIEL | SECRET | TOP SECRET / TRÈS SECRET | NATO RESTRICTED / NATO DIFFUSION RESTREINTE | NATO CONFIDENTIAL / NATO CONFIDENTIEL | NATO SECRET | COSMIC TOP SECRET / COSMIC TRÈS SECRET | PROTECTED / PROTÉGÉ | | | CONFIDENTIAL | SECRET | TOP SECRET / TRÈS SECRET |
| | | | | | | | | | | | A | B | C | | | |
| Information / Assets / Renseignements / Biens / Production | | | | | | | | | | | | | | | | |
| IT Media / Support TI | | | | | | | | | | | | | | | | |
| IT Link / Lien électronique | | | | | | | | | | | | | | | | |

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

| |
|--|
| Security Classification / Classification de sécurité |
|--|





| |
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| Contract Number / Numéro du contrat |
| Security Classification / Classification de sécurité |

| PART D - AUTHORIZATION / PARTIE D - AUTORISATION | | | |
|---|-----------------------------------|---|---|
| 13. Organization Project Authority / Chargé de projet de l'organisme | | | |
| Name (print) - Nom (en lettres moulées) | Title - Titre | Signature | |
| MIKE PITRE | ASSISTANT D.R./ADT | | |
| Telephone No. - N° de téléphone | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel | Date |
| 613-608-8454 | 613-994-2943 | MIKE.PITRE@CSPS-ETR.GC.CA | 8 Nov 2013 |
| 14. Organization Security Authority / Responsable de la sécurité de l'organisme | | | |
| Name (print) - Nom (en lettres moulées) | Title - Titre | Signature | |
| Jonathan Coulombe-Leduc | Security Assistant | | |
| Telephone No. - N° de téléphone | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel | Date |
| 613-904-2928 | | JONATHAN.COULOMBE-LEDDUC@CSPS-ETR.GC.CA | 2013/11/13 |
| 15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? | | | |
| | | | <input type="checkbox"/> No / <input type="checkbox"/> Yes Non / Oui |
| 16. Procurement Officer / Agent d'approvisionnement | | | |
| Name (print) - Nom (en lettres moulées) | Title - Titre | Signature | |
| | | | |
| Telephone No. - N° de téléphone | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel | Date |
| | | | |
| 17. Contracting Security Authority / Autorité contractante en matière de sécurité | | | |
| Name (print) - Nom (en lettres moulées) | Title - Titre | Signature | |
| | | | |
| Telephone No. - N° de téléphone | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel | Date |
| | | | |

ANNEX D

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

- () B1. The Bidder is not a Joint Venture.

OR

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

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

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

GC01 Interpretation

In the Contract, unless the context otherwise requires:

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

"Articles of Agreement" means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions Manual* to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, 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", "Technical Authority" or "Project Authority" means the person designated in the Contract, or by notice to the Contractor, to act as the representative of the President of the Treasury Board for the Work which is being carried out in matters concerning the technical aspects of the Work.

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

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

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

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

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

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

GC02 Standard Clauses and Conditions

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

GC03 Powers of Canada

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

GC04 Status of the Contractor

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

GC05 Conduct of the Work

1. The Contractor represents and warrants that:
 - a. it is competent to perform the Work;
 - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.

2. The Contractor must:
 - a. perform the Work diligently and efficiently;
 - a. except for Government Property, supply everything necessary to perform the Work;
 - b. 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.

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4. All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to Canada.
5. Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.
6. Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 26, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
7. The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.
8. The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

GC06 Subcontracts

1. Except as provided in subsection 2, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
 - a. 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

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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.
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

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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.
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

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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 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

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Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 15.

2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

GC15 Interest on Overdue Accounts

1. For the purpose of this section:

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

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

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

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

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

GC16 Compliance with Applicable Laws

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

GC17 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to

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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 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

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- 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 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 (the School) 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

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

GC22 Liability

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

GC23 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning Intellectual Property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defense and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - a. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - b. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

- c. The Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - d. The Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - b. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - c. take back the Work and refund any part of the Contract Price that Canada has already paid.

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

GC24 Amendment and Waivers

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

GC25 Assignment

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will

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have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.

2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

GC26 Suspension of the Work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these one hundred eighty (180) days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 27 or section 28.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

GC27 Default by the Contractor

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

GC28 Termination for Convenience

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

GC29 Accounts and Audits

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes,

whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Purchase Order, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

GC30 Right of Set-off

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

GC31 Notice

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

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

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

GC33 No Bribe or Conflict

1. The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
2. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.

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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

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- 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
 - 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

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resolve the dispute through negotiation, they agree to submit the dispute to mediation. The Parties will share the cost of mediation equally. In the event that one or more issues remain in dispute following completion of the mediation, then the Parties agree to submit those issues to binding arbitration pursuant to the *Commercial Arbitration Act*.

2. The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca .

GC44 Security and Protection of Work

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

GC45 Public Disclosure of Basic Information

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

GC46 Indemnification

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

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

GC47 Public Disclosure of Contracts with Former Public Servants

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

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 Section GC19, 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 School, the Contractor shall, for better coordination, follow the same time schedule as applicable to employees of the School.

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

SC05 Closure of Government Offices

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

SC06 Contract Administration

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