



Correctional Service
Canada

Service correctionnel
Canada

Your file Votre référence

Our file Notre référence

21301-14-1982088

BID SOLICITATION

COORDINATION OF CULTURAL MEETINGS FOR INMATES

BID SOLICITATION NO.: **21301-14-1982088**

CLOSING DATE: **January 14th, 2014**

CLOSING TIME: **2:00 p.m**

Issued by:
Manon Paulin
MATERIEL RESOURCES DIVISION
Correctional Service of Canada
250 Montée St-François, Laval
QUEBEC H7C 1S5

Signature of Bidder

Vendor/Firm Name and Address :
Telephone N° :
Fax N° :
Emai:
Name and Title of Authorized Representative of Vendor/Firm (print or type):
Signature _____
Date:

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NOTE TO POTENTIAL BIDDERS

Contractor's Legal Status

This is a request for the performance of a service only and nothing shall be construed to constitute an offer of employment. The successful Contractor will be engaged under the contract as an independent Contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of Canada. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made, including those required for the Canada Pension Plan, Quebec Pension Plan, Employment Insurance, Worker's Compensation or Income Tax.

PART I BIDDER INSTRUCTIONS AND CONDITIONS

1. Enquiries during Solicitation Period

Any questions or enquiries regarding this Bid Solicitation must be submitted in writing to the Contracting Authority as soon as possible during the Solicitation Period.

Manon Paulin
Regional Officer, Procurement and Contracting
450-661-9550, ext. 3912
Manon.Paulin@csc-scc.gc.ca

Questions and enquiries must be received by the Contracting Authority at least five (5) working days before the Solicitation Closing Date (shown on the cover page herein) to allow enough time to respond. If enquiries or questions are received after that date, it may not be possible to respond to them before the Solicitation Closing Date. To ensure the consistency and quality of the information provided to Bidders, the Contracting Authority will provide, simultaneously to all Bidders, all information with respect to significant enquiries received, and the replies to such enquiries, without revealing the source of the enquiries.

2. Right to Negotiate or Cancel

Rights of Canada

Canada reserves the right to:

- reject any or all Bids received in response to this Bid Solicitation;
- further negotiate with Bidders in order to arrive at the most cost effective contract that is in keeping with the conditions of this Bid Solicitation;
- accept any Bid in whole or in part without prior negotiation;
- cancel and/or re-issue this Bid Solicitation at any time;
- award one or more contracts; and
- retain in its archives all Bids and all documents submitted in response to this Bid Solicitation.

3. Bid Validity Period

Bids submitted in response to this Bid Solicitation will remain valid for at least sixty (60) days after the Solicitation Closing Date, unless otherwise indicated by Canada in this Bid Solicitation.

EXTENDING THE BID VALIDITY PERIOD: Canada may ask Bidders to extend the validity period of their Bids if it determines that the validity period is not sufficient for the evaluation and contract award. If Canada asks Bidders to extend the validity period of their Bids, they may refuse to do so, in which case Canada will continue its evaluation without considering their Bids.

4. Conditions of the Bid Solicitation and Resulting Contract

By signing, the Bidder accepts the conditions governing the contract resulting from the Bid Solicitation as stated herein. No modification or other terms and conditions included in the Bidder's Bid will be applicable to the resulting contract, even if the Bidder's Bid were to become part of that contract.

5. Code of Conduct for Procurement

According to the Code of Conduct for Procurement, Bidders must respond to Bid Solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the Bid Solicitation and resulting contract, submit Bids and enter into contracts only if they are able to fulfill all obligations of the Contract. To ensure fairness, openness and transparency in the award process, the following activities are prohibited:

- a) payment of a contingency fee by any party to a contract to a person to whom the *Lobbyists Registration Act*, R.S. 1985, c. 44 (4th Supplement) applies;
- b) bribery and collusion during the process of awarding any contract for the provision of good and services.

By signing, the Bidder certifies that it meets the above requirements.

Bidders further understand that the commission of certain offences may render them ineligible to be awarded a contract. By submitting a Bid, the Bidder declares that it has never been convicted of an offence under Section 121 (*Frauds on the government and Contractor subscribing to election fund*), Section 124 (*Selling or purchasing office*), Section 380 (*Fraud against Her Majesty*) or Section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or under paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or Section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.

Furthermore, Bidders agree that compliance with the Code of Conduct for Procurement is a condition of any contract resulting from this Solicitation.

6. Supplier Registration Information (SRI)

The service responsible for the Supplier Registration Information (SRI) has compiled a database of registered suppliers wishing to provide services to the federal government. The SRI is a central registration point for suppliers and enables government buyers to find, for low dollar value contracts, procurement sources that are not included on the site <https://buyandsell.gc.ca/> We recommend that suppliers register with the SRI service and obtain a Procurement Business Number (PBN), which identifies them in the system. Since it may take two working days to process an application to register in the SRI system, if you do not yet have a PBN, it would be advisable to obtain one to avoid possible delays. You can register directly on line at <https://buyandsell.gc.ca>. For non-Internet registration, suppliers may contact the Buy and Sell InfoLine at 1-800-811-1148 or, in the National Capital Area, at 819-956-3440, to obtain the telephone number of the nearest Supplier Registration Agent.

Since the SRI can be accessed by all government departments and agencies, it enables companies to expand their customer base. The government is in the process of standardizing its trade processes and ultimately the PBN will become the common identification number for all government purchasing and payment systems. We strongly recommend that you obtain your PBN as soon as possible through the SRI service.

7. Vendor Performance

1. Canada may reject a Bid where any of the following circumstances is present:

- a) The Bidder or any employee or subcontractor included as part of the Bid has been convicted under Section 121 ("*Frauds on the government*" and "*Contractor subscribing to election fund*"), 124 "*Selling or purchasing office*"), or 418 ("*Selling defective stores to Her Majesty*") of the Criminal Code of Canada, or under paragraph 80(1)(d) ("*False entry, certificate or return*"), subsection 80(2) ("*Fraud against Her Majesty*") or Section 154.01 ("*Fraud against Her Majesty*") of the *Financial Administration Act*; or
- b) The Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which renders the Bidder ineligible to submit a Bid within the scope of the work;

- c) An employee or subcontractor included as part of the Bid is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which would render that employee or subcontractor ineligible to participate in the work or the portion of the work the employee or subcontractor is to perform;
- d) With respect to current or prior transactions with the Government of Canada:
 - 1. the Bidder has declared bankruptcy or cannot, for whatever reason, remain operable for an extended period;
 - 2. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its Bid;
 - 3. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract awarded to the Bidder, any of its employees or any subcontractor included as part of its Bid;
 - 4. Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to deem it incapable of meeting the requirement being bid on.

2. Where Canada intends to reject a Bid pursuant to a provision of subsection 1, other than 1.(b), the Contracting Authority will so inform the Bidder and give the Bidder ten (10) days to make representations on its own behalf, before making a final decision on the Bid rejection.

8. Debriefing

After contract award, Bidders may request a debriefing of their results of the Bid Solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the Bid Solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 BID PREPARATION INSTRUCTIONS

1. Signature of Bid by Bidder and Definition of “Bidder”

- a) Canada requires that each Bid be signed by the Bidder or by an authorized representative of the Bidder. The Bidder's Bid should be signed when submitted on the Bid Closing Date. However, where Canada determines that the Bidder has omitted to sign the Bid as required in this Solicitation, Canada will give the Bidder 24 hours to submit the requisite signature page.
- b) In this Bid Solicitation, “Bidder” means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a Bid to perform a contract, and does not include the parent company, subsidiaries or other affiliates of the Bidder, or its subcontractors.

Note to Bidders: Bidders can sign their Bids by copying the front page of this Solicitation, signing it, and submitting it with their Bid or by including a signature page in a prominent location in their Bid.

2. Bid Preparation Instructions

N.B. BIDS SUBMITTED BY ELECTRONIC MAIL WILL NOT BE ACCEPTED.

BID AND PRE-AWARD COSTS: No payment shall be made for costs incurred to prepare and submit a Bid in response to this Bid Solicitation. No payment shall be made for costs incurred to obtain clarification(s) required by Canada.

Bidders are requested to prepare their Bid in three (3) separate sections as follows:

Section 1 – Technical Proposal (with no reference to price): two (2) copies

Section 2 – Cost Determination: one (1) copy

Section 3 – Part 7 – Certifications: one (1) copy

2.1 Section 1: Technical Proposal Preparation

2.1.1 In the Technical Bid, Bidders should demonstrate their understanding of the requirements of the Statement of Work in **Part 5** as well as how they will meet the requirements in **Part 6** or meet all of the requirements described in this Bid Solicitation.

Two (2) copies of the Technical Proposal are required.

THE TECHNICAL PROPOSAL MUST NOT INCLUDE ANY INFORMATION RELATING TO THE COST DETERMINATION.

2.2 Section 2: Cost Determination Preparation

2.2.1 Only one (1) copy of the Cost Determination is required.

Bidders are requested to submit their Cost Determination (single copy) in an **envelope separate** from their Technical Proposal (two copies).

2.2.2 Bidders must provide an all-inclusive fixed price for fees, for the services herein described. All prices are to be quoted GST/HST Extra.

No other fees will be accepted.

Additional **conditions may be useful in the price quote request**

- a) A day will be seven and a half hour work days of work the number of hours is higher or lower will be prorated based on the number of hours actually worked.
- b) Rates in PART 4 of this Bid Solicitation will not include GST/HST.
- c) The fixed hourly rates in PART 4 will be inclusive of all costs including but not limited to payroll, overhead costs, and profits required to complete the work (Note: hourly rate(s) are not to be quoted as ranges).
- d) All prices are to be quoted GST/HST EXTRA.
- e) Payments will be made upon presentation of bimonthly bills detailing the level of effort due to the billing period, based on the hourly rates specified in Appendix C of the resulting contract
- f) Bidders submitting a price proposal other than the one requested in Part 4, or Bidders submitting more than one price may be declared non-compliant for their financial proposal.

2.2.3 Travel and living expenses

When applicable, estimated travel and living expenses will be reimbursed at cost without any allowance for profit. Per diem and kilometrage allowances will be based on Treasury Board rates in effect at the time of travel and when the expenses were incurred, with the project manager's prior approval. **With their Cost Determination, Bidders must provide a separate estimate of travel expenses.**

2.2.4 Cost of contract

The cost of this contract, including travel costs and options, should be between 110 000 \$ and 140 000 \$ (excluding HST).

2.2.5 Goods and Services Tax (GST) / Harmonized Sales Tax (HST)

Prices quoted do not include the Goods and Services Tax (GST) / Harmonized Sales Tax (HST) as applicable. All amounts shown in the Bid or resulting contract do not include GST/HST unless otherwise indicated. Bids will be evaluated without GST/HST. As far as possible, the GST/HST will be shown as a separate item and be included in all invoices and progress payments and will be paid by Canada. The Contractor agrees to remit to the Canada Revenue Agency any GST/HST paid or due.

2.2.6 Pricing Review

Bidders are advised that a review of the proposed pricing may be required by Canada. Detailed supporting data may be requested by Canada to verify the proposed rates and other charges.

In the event of an error in extension or addition of prices, the unit price will prevail.

2.3 Section 3: Certifications (see Part 7): one (1) copy

A single copy of the completed and signed certifications is required.

Bidders are requested to submit their Certifications (single copy) in an **envelope separate** from their Technical Proposal (two copies).

3. Submission of Bids

Your Bid is to be addressed as follows and **must be received on or before January 14th, 2014 at 2:00 p.m., CLOSING DATE AND TIME FOR THE SUBMISSION OF BIDS.**

Bids by regular mail, express and delivery to our bids office, will be received at the office designated for the receipt of Bids, on or before the Closing Time and Date, at the following locations at the Bidder's discretion:

REGULAR MAIL, EXPRESS AND DELIVERY TO OUR BIDS OFFICE

Correctional Service of Canada
Materiel Resources Division
250 Montée St-François
Laval (Quebec) H7C 1S5
Telephone: 450-661-9550 ext. 3209 or 3214

DELIVERY HOURS TO OUR BIDS OFFICE ARE FROM 8 AM TO 12 NOON AND FROM 1 PM TO 3:30 PM.

The following information must appear on the outside of the Bid envelope:

- Bid Number: **21301-14-1982088**
- Closing Date: **January 14th, 2014**

N.B. Correctional Service of Canada (CSC) will not reimburse costs incurred by Bidders to prepare their Bids.

LATE BIDS: CSC will return, unopened, Bids submitted after the stipulated Closing Date and Time.

PART 3 CONTRACT CLAUSES RESULTING FROM BID SOLICITATION

1. Terms and Conditions of Resulting Contract

The general terms and conditions and clauses contained in Appendix A, B and E form part of this Bid Solicitation and any resulting contract, subject to any other express terms and conditions.

2. Period of Work

The work covered in the contract will be carried out during the period commencing upon the contract being awarded and ending on **January 31st, 2016**, inclusive with the possibility of renewal for **three (3) periods of twelve (12) months each**, for the following periods:

1st optional year: **From February 1st, 2016 to January 31st, 2017**
2nd optional year: **From February 1st, 2017 to January 31st, 2018**
3rd optional year: **From February 1st, 2018 to January 31st, 2019**

3. Project Manager

Regional adviser (Social reintegration)

The Project Manager or his/her designated representative will be responsible for monitoring the progress of the work and compliance with the technical requirements, and for accepting and approving the deliverables. Any proposed changes to the scope of work may be discussed with the Project Manager, but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

4. Contracting Authority

Manon Paulin
Correctional Service of Canada
250 Montée St-François
Laval (Quebec) H7C 1S5
Telephone: 450-661-9550, ext. 3912
Fax: 450-661-6626
Email: Manon.Paulin@csc-scc.gc.ca

The Contracting Authority is responsible for all matters related to the content of the contract.

5. Inspection and Acceptance

All work performed and all deliverables submitted under the proposed contract are subject to inspection and acceptance by the Project Manager designated herein.

6. Intellectual Property

Ownership of any foreground intellectual property arising out of the proposed contract will vest with the Contractor.

PART 4 FINANCIAL PROPOSAL

Table 1

TWO (2) YEARS FIRM: From February 1st, 2014 to January 31st, 2016

Description	Estimated number (24 months)	Distribution unit	Rate	Total Price
• Basic training (7,5 hours training on an individual basis) of participants volunteer activities organized by the contractor for 30 volunteers (15 volunteers on an annual basis)	225	Hours	_____ \$ / hours	_____ \$
• Preparing and planning taught in institution (480 activities) at 6 hours of preparation each (average).	2 880	Hours	_____ \$ / hours	_____ \$
• Preparation and planning pairs participants (volunteer /inmate) for written correspondence (2 hours per pair of participants) (Average of 8 pairs per month)	384	Hours	_____ \$ / hours	_____ \$
• Preparation of special events - 2 per year (32 hours per event)	128	Hours	_____ \$ / hours	_____ \$
• Travel expenses up to \$ 17,000 per year.				34 000.00 \$
Estimate of total cost – TWO (2) YEARS FIRM				_____ \$

Only those services will be paid

Table 2 – 1st OPTIONAL YEAR: From February 1st, 2016 to January 31st, 2017

Description	Estimated number (12 months)	Distribution unit	Rate	Total Price
• Basic training (7,5 hours training on an individual basis) of participants volunteer activities organized by the contractor for 15 volunteers on an annual basis)	112.5	Hours	_____ \$ / hours	_____ \$
• Preparing and planning taught in institution (240 activities) at 6 hours of preparation each (average).	1 440	Hours	_____ \$ / hours	_____ \$
• Preparation and planning pairs participants (volunteer /inmate) for written correspondence (2 hours per pair of participants) (Average of 8 pairs per month)	192	Hours	_____ \$ / hours	_____ \$
• Preparation of special events - 2 per year (32 hours per event)	64	Hours	_____ \$ / hours	_____ \$
• Travel expenses up to \$ 17,000 per year.				17 000.00 \$
Estimate of total cost – 1st OPTIONAL YEAR				_____ \$

Only those services will be paid

Table 3
2nd OPTIONAL YEAR: From February 1st, 2017 to January 31st, 2018

Description	Estimated number (12 months)	Distribution unit	Rate	Total Price
• Basic training (7,5 hours training on an individual basis) of participants volunteer activities organized by the contractor for 15 volunteers on an annual basis)	112.5	Hours	_____ \$ / hours	_____ \$
• Preparing and planning taught in institution (240 activities) at 6 hours of preparation each (average).	1 440	Hours	_____ \$ / hours	_____ \$
• Preparation and planning pairs participants (volunteer /inmate) for written correspondence (2 hours per pair of participants) (Average of 8 pairs per month)	192	Hours	_____ \$ / hours	_____ \$
• Preparation of special events - 2 per year (32 hours per event)	64	Hours	_____ \$ / hours	_____ \$
• Travel expenses up to \$ 17,000 per year.				17 000.00 \$
Estimate of total cost – 2nd OPTIONAL YEAR				_____ \$

Only those services will be paid

Table 4
3rd OPTIONAL YEAR: From February 1st, 2018 to January 31st, 2019

Description	Estimated number (12 months)	Distribution unit	Rate	Total Price
• Basic training (7,5 hours training on an individual basis) of participants volunteer activities organized by the contractor for 15 volunteers on an annual basis)	112.5	Hours	_____ \$ / hours	_____ \$
• Preparing and planning taught in institution (240 activities) at 6 hours of preparation each (average).	1 440	Hours	_____ \$ / hours	_____ \$
• Preparation and planning pairs participants (volunteer /inmate) for written correspondence (2 hours per pair of participants) (Average of 8 pairs per month)	192	Hours	_____ \$ / hours	_____ \$
• Preparation of special events - 2 per year (32 hours per event)	64	Hours	_____ \$ / hours	_____ \$
• Travel expenses up to \$ 17,000 per year.				17 000.00 \$
Estimate of total cost – 3rd OPTIONAL YEAR				_____ \$

Only those services will be paid

Name of Bidder: _____

PART 5 STATEMENT OF WORK

1. Background

A part of the Department of Public Safety, the Correctional Service of Canada (CSC) is the federal government agency responsible for administering sentences of two years or more as determined by the courts. The CSC manages institutions of different security levels, and supervises individuals sentenced under a federal warrant of committal and who are under community supervision.

The CSC focuses on strategic priorities in order to manage an offender population whose profile has changed and contribute to public safety. More precisely, the safe management and transition of eligible offenders in the community, the security of personnel and inmates in our institutions and in the community, productive relationships with increasingly diverse partners, stakeholders and other interested parties that contribute to public safety, are all vital elements of the process of reintegrating offenders in the community as law-abiding citizens.

Our organization's work therefore has to incorporate community participation via community organizations and partners concerned about public safety. This service contract is intended to allow individuals in custody in institutions to maintain close, regular relationships with representatives of their community with a view to their progressive, safe transition from the penitentiary to the community.

2. Objective

Ensure regular discussions and interactions between inmates in federal custody (at the Sainte-Anne-des-Plaines and Laval complexes) and citizens in the community who wish to be involved in these inmates' correctional process.

Enable inmates in federal custody to maintain a link with their community and interact with community resources so that these inmates can reflect on their criminal behaviour. Discussions between the inmates and the volunteers will occur mainly in the institutions and through activities that enable inmates to acquire and develop the following personal skills: interpersonal, introspection, problem resolution and communication capabilities as well as autonomy.

3. Scope

Services will be delivered to inmates in federal custody at the institutions of the Sainte-Anne-des-Plaines and Laval complexes.

Établissement Montée Saint-François

600, Montée Saint-François
Laval (Quebec) H7C 1S6

Fédéral training center

6099, Lévesque Blvd East
Laval (Quebec) H7C 1P1

Regional Reception Center

246, Montée Gagnon
Sainte-Anne-des-Plaines (Quebec) J0N 1H0

Sainte-Anne-des-Plaines Institution

244, Montée Gagnon
Sainte-Anne-des-Plaines (Quebec) J0N 1H0

Archambault Institution

242, Montée Gagnon
Sainte-Anne-des-Plaines (Quebec) J0N 1H0

Work shall begin upon the contract being awarded on January 31, 2015, with the possibility of contract renewal for three additional periods of twelve (12) months each.

The Contractor shall provide administrative support for all the organized activities (mailings, correspondence, emails, administrative files, etc.) and for managing the participating volunteers.

4. Tasks

The Contractor undertakes to provide the following services:

- Trainer to provide basic training (7.5 hour per individual training) for the **30 volunteers** (15 volunteers annually) participating in the Contractor-organized activities;
- Prepare, organize and hold activities in a federal correctional institution, two hours per activity and four (4) activities per month per institution. The institutions involved are the Regional Reception Centre, the Federal Training Centre, and Montée St-François, Archambault and Sainte-Anne-des-Plaines Institutions. The Contractor therefore undertakes to hold 20 activities monthly (240 annually). These will enable inmates to develop the capabilities listed in section 4.1;
- At least 400 hours spent guiding activities for inmates annually (an average of 80 hours per institution);
- Regular correspondence between volunteers and inmates, comprising a minimum of 45 hours of activities annually (according to institutions requests and references);
- Special events: a minimum of two (2) personal development activities in the community annually with inmates in a release program (or inmates granted just one absence) accompanied by volunteers.

The preceding conditions may be changed or modified according to each institution's requirements and with the project manager's consent.

Recruiting and training sufficient volunteers for the planned activities at different institutions: the Contractor shall ensure that the training given will enable volunteers to interact with inmates in a responsible, appropriate and safe manner, and in compliance with CSC directives currently in force.

At the end of this contract, the Contractor shall provide a detailed written report of the activities carried out with inmates at the Laval and Sainte-Anne-des-Plaines complexes.

4.1 Program development

The activities planned by the Contractor must enable ongoing discussions and interactions between the volunteers and the target clientele (inmates). These must be planned to last from 90 to 120 minutes per activity (excluding written correspondence).

The Contractor shall organize activities to allow inmates to work on the following personal skills:

- Ability to form interpersonal relationships: establish contact with another person, practice active listening, and develop a social network to assist inmates in their future initiatives to return to the community, understand other people better and be receptive to feedback from participating volunteers.
- Introspection capability: acquire and develop ways to facilitate reflecting on oneself, one's choices and actions as they relate to the criminal behaviour.

- Communication skills: improve the ability to send a verbal or non-verbal message constructively and effectively, encourage a response from the other person, and depending on the latter, adjust how the message is conveyed.
- Autonomy: acquire the tools to enable inmates to make their own choices and decisions, take responsibility for their own actions with a view to managing one's life in a healthy manner.
- Problem-solving ability: acquire the means to recognize, objectively analyze and find a solution to a problem situation, and implement the action(s) to resolve it.

One activity alone may not necessarily cover all the aspects just mentioned; however, the Contractor undertakes to organize, in the course of the contract year, activities that will meet all the skill-development requirements at the various institutions. The activities may take different forms (workshop-discussions, group or any other kinds of activities that allow for continuous regular discussions among the participants) so as to encompass the development of at least one of the skills mentioned previously.

5. Support provided to the Contractor

The CSC commits itself to facilitating access for the Contractor's approved, accredited volunteers to the institutions to which this service contract applies. The CSC will even provide, through its personnel, the security check for the Contractor's prospective volunteers.

The accredited volunteers shall have access only to the institutions to which this service contract applies (Archambault, Sainte-Anne-des-Plaines, and Montée Saint-François Institutions, and the Regional Reception Centre and Federal Training Centre).

6. Constraints

Volunteer training

Volunteers shall be previously trained by the Contractor for carrying out their tasks in an institutional environment (training approved by the contracting party).

Site regulations

The Contractor commits to complying with all standing or other regulations in effect at the sites where the services are to be delivered, with respect to individual safety on-site and the protection of property against loss or damage due to any cause, including fire.

Access

The Institutional Head may limit or prohibit access to any sector whatsoever in the institution, and may require that at some locations and under certain circumstances no civilian employee may be admitted unless escorted by an institution official.

The Contractor must cooperate with the Institutional Head and his staff members and comply fully with all their requirements.

The Institutional Head will ensure that the Contractor and his representatives have the necessary freedom of action enabling them to do their work competently and diligently.

Contraband

It is strictly forbidden to carry out a transaction with an inmate for any purpose whatsoever. Contractor employees shall comply with the Corrections and Conditional Release Act, section 65 and the Corrections and Conditional Release Regulations, sections 42 to 45.

The Contractor must see to it that all individuals he directly employs in delivering the services pursuant to this service contract know section 45 of the Corrections and Conditional Release Act, which reads as follows:

Every person commits a summary conviction offence who:

- (a) is in possession of contraband beyond the visitor control point in a penitentiary;
- (b) is in possession of anything referred to in paragraph (b) or (c) of the definition “contraband” in section 2 before the visitor control point at a penitentiary;
- (c) delivers contraband to, or receives contraband from, an inmate;
- (d) without prior authorization, delivers jewellery to, or receives jewellery from, an inmate; or
- (e) trespasses at a penitentiary.

Definition of Contraband

- a) Any intoxicant;
- b) Tobacco products;
- c) A weapon or a component thereof, ammunition for a weapon, and anything that is designed to kill, injure or disable a person or that is altered so as to be capable of killing, injuring or disabling a person, when possessed without prior authorization;
- d) An explosive or a bomb or a component thereof;
- e) Currency over any applicable prescribed limit, when possessed without prior authorization; and
- f) Any item that could jeopardize the security of the penitentiary or the safety of persons, when that item is possessed without prior authorization.

If the CSC representative suspects on reasonable grounds that a public servant, an employee, an inmate or a visitor to the institution is carrying contraband, the representative may order the individual in question to be frisk searched; a female person may only be searched by a woman.

Personal communication items

All unauthorized personal communication items such as pagers and cell phones are prohibited on the penitentiary grounds.

Security Requirements

Contractor personnel shall submit to a local verification of identity or information by Correctional Service Canada (CSC) prior to admittance to the facility/site. Correctional Service Canada reserves the right to deny access to any facility/site part thereof of any Contractor personnel, at any time.

All Contractor personnel or sub-contractors that must have access to CSC facilities must complete the form CSC-SCC 1279. CSC reserves the right to deny access to any employees that doesn't meet CSC security minimum standards. Canada will not pay any compensation to the Contractor for employees that have been denied access. (see the attached form)

Contractor personnel will be escorted in specific areas of the facility / site as and where required by Correctional Service Canada personnel or those authorized by CSC to do so on its behalf.

Non-smoking policy

In accordance with the Government of Canada policy prohibiting the use of tobacco in government offices, the Contractor shall comply with all this policy's instructions when carrying out the contract mandate in the institutions.

The interactions and discussions between volunteers and individuals in custody in a federal institution shall be done in accordance with the Correctional Service of Canada Code of Discipline (CD-060).

7. Benchmarks and Control Points

Not applicable.

8. Deliverables

Each month the Contractor shall provide CSC a list of the activities organized and carried out for each institution to which this service contract applies. This list shall include the following details:

- Site of the activity (institution);
- Date;
- Type of activity held based on the description set out in section 4.1;
- Duration of the activity;
- Number of volunteers involved;
- Number of participating inmates.

Where the Contractor carries out an activity aimed at developing or improving the inmate's capacity for personal reflection, details of the activity undertaken must be provided.

Bills for the services delivered, including travel costs, shall be prepared monthly, and sent to the project manager for payment. The Contractor shall attach to the bills the list of activities organized and carried out, including the required activity elements, for each institution mentioned previously

9. Planned Meetings

The project manager reserves the right to call meetings as needed, based on how the project is progressing.

The Contractor must immediately inform the project manager, by telephone or email, of any problem arising during the work that could affect its progress.

PART 6 EVALUATION CRITERIA AND PROCEDURES

1. Evaluation Criteria

- a. The following elements of the Bid will be evaluated and rated in accordance with the evaluation criteria stated below.

1.1 Mandatory Requirements

b. EVALUATION CRITERIA

- i) IF SOMEONE'S EXPERIENCE IS MENTIONED IN THE BID BUT DOCUMENTS ARE NOT PROVIDED INDICATING WHERE, WHEN AND HOW THAT PERSON ACQUIRED THE EXPERIENCE, IT WILL NOT BE CONSIDERED IN THE EVALUATION.
- ii) All experience must be strictly work-related unless otherwise indicated. Time spent on education and/or training is not considered unless otherwise indicated. Experience must be proven through employment history.
- iii) ***To facilitate Bid evaluation, it is recommended that in their Bid Bidders address the mandatory and rated criteria in the order in which they appear below, using the numbering indicated below.***
- iv) ***It is imperative that Contractors address each of these criteria to demonstrate that they meet the requirements.***
- v) Only documents received at the closing date will be considered for analysis in the contract award.

1.1 Mandatory Requirements

1.1.1 CERTIFICATIONS: Bidders must include the completed and signed Certifications 1 to 4 from Part 7 with their Bids.

1.1.2 Company

Table 1.1.2	
MANDATORY REQUIREMENT	PROOF THAT REQUIREMENT IS MET
<p>1.1.2.1 You must sign and return the first page of this Bid Solicitation. By signing this document, the Bidder certifies the accuracy and truthfulness of all statements regarding the training and experience of the persons proposed to perform the work. In addition, the bidder knows that CSC reserves the right to verify any information provided and that untrue statements may lead the CSC to declare the proposal inadmissible or take any other action it deems appropriate.</p>	
<p>1.1.2.2 The company must guarantee the delivery of services in whichever official language (French or English) the inmate wants (provide proof upon submission).</p>	
<p>1.1.2.3 The company must have (2) million dollars of third-party-liability insurance coverage. (provide proof upon contract award only)</p>	

1.1.3 Proposed Personnel

Bids should include the resumes of each of the proposed resources to support the skills and expertise being offered. The names and telephone numbers of companies given as references should be provided to complete the work experience indicated.

Table 1.1.3	
MANDATORY REQUIREMENT	PROOF THAT REQUIREMENT IS MET
<p>The Contractor shall provide the following information to the filing of the bid</p>	
<p>1.1.3.1 The Contractor must be in a position to submit the candidacy of an individual having the expertise to coordinate and perform the work as well as manage inmate-directed activities. This person must have a minimum of five (5) years' experience in managing and delivering programs and services for people in custody.</p>	
<p>1.1.3.2 College diploma in a humanities and social sciences or industrial relations field (e.g.: correctional intervention, social work, etc.) (indicate this in the CV and provide proof of having obtained the diploma) or;</p> <p>Undergraduate degree in a humanities, social sciences or industrial relations field (e.g.: social work, criminology, psychology, psychoeducation, etc.) (indicate this in the CV and provide proof of having obtained the diploma) or;</p> <p>A combination of a high school education (a high school</p>	

<p>diploma) and a minimum of five (5) years' experience in planning and organizing penitentiary or juvenile secure-custody activities, or both concurrently (indicate this in the CV and provide proof of having obtained the diploma).</p>	
--	--

All of the proposed personnel must be able to obtain CSC security clearance at the Enhanced Reliability level at the time of contract award.

Bids should include the resumes of the proposed personnel or main team to confirm the skills and knowledge being offered. Include the names and telephone numbers of company representatives who can provide references to confirm the professional experience claimed.

1.2 Evaluation Procedures and Contractor Selection Method

1.2.1 Bids will be evaluated in accordance with the evaluation procedures and criteria defined in this Bid Solicitation and in conjunction with the accompanying Statement of Work.

1.2.2 The evaluation team reserves the right, but is not obliged, to do any of the following:

- a) seek clarification or verify the accuracy of any information provided by the Bidder in connection with this Bid Solicitation;
- b) contact anyone given as a reference by the Bidder and, at the Bidder's expense, interview that person and anyone proposed to do the work, with 48 hours' notice, in order to verify and confirm any information provided by the Bidder.

1.2.3 Contractor Selection Method

It is understood by the parties submitting proposals that, to qualify:

- 1.2.3.1 The contract will be awarded to the responsive bid with the total bid price will be the lowest. Please note that for the purposes of evaluation, the total bid price will be calculated by adding the fixed hourly rates for the duration of the contract and option years. In case of a tie at the lowest total price between bidders, the contract will be awarded to the tenderer with the most experience in Canada (curriculum vitae).

PART 7 CERTIFICATIONS

NOTE TO BIDDERS: THE FOLLOWING CERTIFICATION REQUIREMENTS APPLY TO THIS BID SOLICITATION. BIDDERS MUST COMPLETE THESE CERTIFICATIONS BY FILLING IN THE APPROPRIATE SPACES BELOW AND INCLUDE THE CERTIFICATIONS WITH THEIR BIDS.

CERTIFICATION 1

CERTIFICATION OF EDUCATION AND EXPERIENCE

"The Bidder hereby certifies that all the information provided in the resumes and supporting material submitted with the Bid, particularly as this information pertains to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that the individuals proposed by the Bidder to meet the requirement are capable of satisfactorily performing the Work described herein."

Name of Bidder

Name of Duly Authorized Representative of Bidder

Signature of Duly Authorized Representative of Bidder

Date

CERTIFICATION 2

CERTIFICATION OF STATUS AND AVAILABILITY OF PERSONNEL

By signing, the Bidder warrants that, should it be authorized to provide services under any contract resulting from this Solicitation, the persons proposed in its proposal shall be available to commence performance of the Work as required by the Project Manager and at the time specified herein or agreed to with the Project Manager.

If the Bidder has proposed any person to perform the Work who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from that person (or that person's employer) to propose the services of that person to perform the Work and to submit that person's resume to the Contracting Authority in response to this Bid Solicitation. The Bidder must, at the request of the Contracting Authority, provide a copy of the written permission for persons who are not the Bidder's employees. Failure to comply with such a commitment could disqualify the Bidder's Bid.

The Project Manager reserves the right to interview any personnel proposed to perform the contract, at no cost to the Department, to confirm that person's knowledge and experience.

Name of Bidder

Name of Duly Authorized Representative of Bidder

Signature of Duly Authorized Representative of Bidder

Date

CERTIFICATION 3

CERTIFICATION OF CODE OF CONDUCT FOR PROCUREMENT

According to the Code of Conduct for Procurement, Bidders must respond to Bid Solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the Bid Solicitation and resulting contract, submit Bids and enter into contracts only if they are able to fulfill all obligations of the Contract. To ensure fairness, openness and transparency in the award process, the following activities are prohibited:

- a) payment of a contingency fee by any party to a contract to a person to whom the *Lobbyists Registration Act*, R.S. 1985, c. 44 (4th Supplement) applies;
- b) bribery and collusion during the process of awarding any contract for the provision of good and services.

By signing, the Bidder certifies that it meets the above requirements.

Bidders further understand that the commission of certain offences may render them ineligible to be awarded a contract. By submitting a Bid, the Bidder declares that it has never been convicted of an offence under Section 121 (*Frauds on the government and Contractor subscribing to election fund*), Section 124 (*Selling or purchasing office*), Section 380 (*Fraud against Her Majesty*) or Section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or under paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or Section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.

Furthermore, Bidders agree that compliance with the Code of Conduct for Procurement is a condition of any contract resulting from this Solicitation.

Name of Bidder

Name of Duly Authorized Representative of Bidder

Signature of Duly Authorized Representative of Bidder

Date

CERTIFICATION 4

FORMER PUBLIC SERVANT CERTIFICATION

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

Definition

For the purposes of this clause,

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

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

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

"pension" means, in the context of the fee abatement formula, 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 under the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;

- f) period of lump sum payment including start date, end date and number of weeks;
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax / Harmonized Sales Tax.

Certification

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

Name of Bidder

Name of Duly Authorized Representative of Bidder

Signature of Duly Authorized Representative of Bidder

Date



Appendix "A"
General Conditions
Consulting and Professional Services

A1 Interpretation

1.1 In the contract,

- 1.1.1 "contract" means the contract documents referred to in the Articles of Agreement;
- 1.1.2 "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.1.3 "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the contract;
- 1.1.4 "work", unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the contract;
- 1.1.5 "Departmental Representative" means the officer or employee of The Canada who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the contract;
- 1.1.6 "prototypes" includes models, patterns and samples;
- 1.1.7 "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 printouts.
- 1.1.8 "Government Property" means all materials, parts, components, specifications, equipment, software, articles and things 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 and, without restricting the generality of the foregoing, includes Government Issue as defined in the Defence Production Act, R.S.C. 1985, c. D-1, Government Furnished Equipment and Government Supplied Materiel; (2003-12-19)

A2 Successors and Assigns

2.1 The contract shall enure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

A3 Assignment

- 3.1 The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister, and any assignment made without that consent is void and of no effect.
- 3.2 No assignment of the contract shall relieve the Contractor from any obligation under the contract or impose any liability upon The Canada or the Minister.

A4 Time of the Essence

- 4.1 Time is of the essence of the contract.
- 4.2 Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of The Canada, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 4.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so



Appendix "A"
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by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

- 4.4 Unless the Contractor complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 4.5 Notwithstanding that the Contractor has complied with the requirements of A4.3, The Canada may exercise any right of termination contained in A8.

A5 Indemnification

- 5.1 The Contractor shall indemnify and save harmless The Canada from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.
- 5.2 The Contractor shall indemnify The Canada from all costs, charges and expenses whatsoever that The Canada sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract and in respect of the use of or disposal by The Canada of anything furnished pursuant to the contract.
- 5.3 The Contractor's liability to indemnify or reimburse Her Majesty under the contract shall not affect or prejudice The Canada from exercising any other rights under law.
- 5.4 It is understood and agreed by the parties hereto that the Crown will not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by the employees of the Contractor in carrying out the services as defined herein and the Contractor agrees not to make any claims against the Crown in respect of any of the foregoing contingencies, subject only to contractor's right to claim in the event of negligence on the part of the Crown."(2006-05-12)

A6 Notices

- 6.1 Any notice 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.

A7 Canadian Labour and Materials

- 7.1 The Contractor shall use Canadian labour and materials in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.

A8 Termination or Suspension

- 8.1 The Minister may, by giving notice to the Contractor, terminate or suspend work with respect to all or any part or parts of the work not completed.
- 8.2 All work completed by the Contractor to the satisfaction of The Canada before the giving of such notice shall be paid for by The Canada in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, The Canada shall pay the Contractor's costs as determined under the provisions of the contract.
- 8.3 In addition to the amount which the Contractor shall be paid under A8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.



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- 8.4 Payment and reimbursement under the provisions of A8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 8.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 8.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of A8 except as expressly provided therein.

A9 Termination due to Default of Contractor

- 9.1 The Canada may, by notice to the Contractor, terminate the whole or part of the work if:
 - (a) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors;
 - or;
 - (b) the Contractor fails to perform any of the Contractor's obligations under the contract, or in the Minister's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.
- 9.2 Upon the giving of a notice provided for in subsection 9.1, the Contractor shall have no claim for further payment other than as provided in this section, but shall be liable to Canada for any amounts, including milestone payments, paid by Canada and for all losses and damages which may be suffered by Canada by reason 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. Nothing in this section affects any obligation of Canada under the law to mitigate damages.
- 9.3 Upon termination of the work under subsection 9.1, the Minister may require the Contractor to deliver and transfer title to The Canada, in the manner and to the extent directed by the Minister, for any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfilment of the contract.
- 9.4 Subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada shall pay or credit to the Contractor the value, determined on the basis of the Contract Price including the proportionate part of the Contractor's profit or fee included in the Contract Price, of all completed parts of the Work delivered to Canada pursuant to a direction under subsection 9.3 and accepted by Canada, and shall pay or credit to the Contractor the cost to the Contractor that the Minister considers reasonable in respect of all materials, parts, plant, equipment or work-in-process delivered to Canada pursuant to a direction under subsection 9.3 and accepted by Canada, but in no event shall the aggregate of the amounts paid by Canada under the Contract to the date of termination and any amounts payable pursuant to this subsection exceed the Contract Price.
- 9.5 Title to all materials, parts, plant, equipment, work-in-process and finished work in respect of which payment is made to the Contractor shall, upon such payment being made, pass to and vest in Canada unless already so vested under any other provision of the Contract, and such materials, parts, plant, equipment, work-in-process and finished work shall be delivered according to the order of the Minister, but Canada will not accept and will not pay for materials, parts, plant, equipment or work-in process that would not have been required to perform the Work or that exceed what would have been required to perform the Work.
- 9.6 If, after the Minister issues a notice of termination under subsection 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to A8.1 and the rights and obligations of the parties hereto shall be governed by A8.

A10 Records to be kept by the Contractor

- 10.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts therefrom.



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Consulting and Professional Services

- 10.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as they or the Minister may from time to time require with reference to the documents referred to herein.
- 10.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Minister, but shall preserve and keep them available for audit and inspection, for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two years following completion of the work.

A11 A) Contractor owns copyright (if applicable)

Intellectual Property Rights

- 11.1 Interpretation
- 11.2 Disclosure of Foreground Information
- 11.3 Contractor to Own Intellectual Property Rights in Foreground Information
- 11.4 License to Intellectual Property Rights in Foreground Information
- 11.5 License to Intellectual Property Rights in Background Information
- 11.6 Right to License
- 11.7 Transfer of Intellectual Property Rights in Foreground Information
- 11.8 Sale, Assignment, Transfer or Licensing of Intellectual Property Rights in Foreground Information
- 11.9 Access to Information; Exception to Contractor Rights
- 11.10 Waiver of Moral Rights

11.1 Interpretation

11.1.1 In the Contract,

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

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

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

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

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

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

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

"Technical Information" means all information of a scientific, technical, or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.



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Consulting and Professional Services

11.2 Disclosure of Foreground Information

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

11.3 Contractor to Own Intellectual Property Rights in Foreground Information

- 11.3.1 Subject to subsection 11.3.3 and section 11.7 (Transfer of Intellectual Property Rights in Foreground Information), and without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract or that relate to information or data supplied by Canada for purposes of the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of the Contractor.
- 11.3.2 Notwithstanding the Contractor's ownership of the Intellectual Property Rights in Foreground Information that is a prototype, model or custom or customized system or equipment together with associated manuals and other operating and maintenance documents and tools, Canada shall have unrestricted ownership rights in those deliverables, including the right to make them available for public use, whether for a fee or otherwise, and, except in the case of Software that is not necessary for the operation of the prototype, model or system or equipment, the right to sell them.
- 11.3.3
 - (i) Where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Intellectual Property Rights that shall vest under subsection 11.3.1 shall be restricted to the Intellectual Property Rights in Foreground Information that is capable of being exploited without the use of the information or data supplied by Canada or such personal information. All Intellectual Property Rights in any database or other compilation, the Foreground Information in which cannot be exploited without the use of such information, data, or personal information, shall vest in Canada. The Contractor agrees that it shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract, and shall not dispose of it except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information, upon the completion or termination of the Contract or at such earlier time as the Minister may require.
 - (ii) Notwithstanding subsection 11.3.1, if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.

11.4 License to Intellectual Property Rights in Foreground Information

- 11.4.1 In consideration of Canada's contribution to the cost of development of the Foreground Information, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise all Intellectual Property Rights in the Foreground Information that vest in the Contractor pursuant to section 11.3, for any public purpose except Commercial Exploitation in Competition with the Contractor. Canada's license to the Intellectual Property Rights in the Foreground Information also includes the right to disclose the Foreground Information to other governments for information purposes only. The Intellectual Property Rights arising from any modification, improvement, development or translation of the Foreground Information that is effected by or for Canada in the exercise of this license shall vest in Canada, or in such person as Canada shall decide.
- 11.4.2 The Contractor acknowledges that Canada may wish to award contracts for any of the purposes contemplated in subsection 11.4.1 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in the Foreground Information that vest in the Contractor pursuant to section 11.3, includes the



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right to disclose the Foreground Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require the bidder or the contractor not to use or disclose any Foreground Information except as may be necessary to bid for or to carry out that contract.

- 11.4.3 For greater certainty and without limiting the generality of subsections 11.4.1 and 11.4.2, Canada's right to modify, improve, translate, reproduce or further develop any Foreground Information pursuant to subsections 11.4.1 and 11.4.2:
- (a) applies to Foreground Information that is Software, notwithstanding any terms to the contrary delivered by the Contractor with any deliverable, including the wording on any shrink-wrapped license attached to any deliverable; and
 - (b) includes the right to reproduce and use Foreground Information that is Software, or any modified or improved or translated or further developed form of it, on any and all computer systems owned, leased or operated by Canada anywhere in the world.
- 11.4.4 Notwithstanding subsections 11.4.1, 11.4.2, and 11.4.3, if any Foreground Information arises solely from correction by the Contractor of errors in Background Information that is Software, or from minor modifications made by the Contractor to such Software, then the license set out in subsections 11.4.1, 11.4.2 and 11.4.3 shall not apply to that Foreground Information and, unless otherwise agreed, the license that applies to such Background Information shall apply to that Foreground Information.
- 11.4.5 Where the Intellectual Property Rights in any Foreground Information are or will be owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 11.4.1, 11.4.2 and 11.4.3 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Foreground Information.
- 11.4.6 If the Contractor wishes to make use of any Canada-owned information that was supplied for purposes of the Contract, for the commercial exploitation or further development of any of the Foreground Information, then the Contractor may make a written request for a license to exercise the required Intellectual Property Rights in that Canada-owned information, to the minister for whose department or agency the Work is being or was carried out. The Contractor shall give that minister an explanation as to why such a license is required. That minister shall respond in writing to the request within a reasonable period of time. If the request is refused, the response shall provide an explanation for the refusal. Should that minister agree to grant such a license, it shall be on terms and conditions to be negotiated between the Contractor and that minister. It is understood that those terms may include payment of compensation to Canada.
- 11.4.7 The Contractor may apply to the minister for whose department or agency the Work is being or was carried out for a license to commercially exploit a translation of the Foreground Information which is effected by or for Canada, subject to the same restrictions and obligations as apply under the Contract to commercial exploitation of the Foreground Information that was translated. Any such license shall be on terms and conditions to be negotiated between the Contractor and that minister. It is understood that those terms may include payment of compensation to Canada.

11.5 License to Intellectual Property Rights in Background Information

- 11.5.1 The Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:
- (a) for the use, operation, maintenance, repair or overhaul of the Work;
 - (b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;
 - (c) for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;

and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.



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- 11.5.2 The Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection 11.5.2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
- 11.5.3 Notwithstanding subsections 11.5.1 and 11.5.2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.
- 11.5.4 The Contractor acknowledges that, subject to paragraph (c) of subsection 11.5.1, Canada may wish to award contracts for any of the purposes contemplated in subsections 11.5.1 and 11.5.2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
- 11.5.5 Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 11.5.1 and 11.5.2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

11.6 Right to License

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

11.7 Transfer of Intellectual Property Rights in Foreground Information

- 11.7.1 Until the Contractor completes the Work and discloses all of the Foreground Information in accordance with section 11.2 (Disclosure of Foreground Information), the Contractor shall not, without the prior written permission of the Minister, sell, assign or otherwise transfer title to the Intellectual Property Rights in any Foreground Information, or license or otherwise authorize the use of the Intellectual Property Rights in any of the Foreground Information by any person.
- 11.7.2 If Canada terminates the Contract in whole or in part for default, or if the Contractor fails to disclose any Foreground Information in accordance with section 11.2, the Minister may, by notice given not later than 90 days from the date of termination or from the date Canada learns of the failure to disclose, as the case may be, require the Contractor to convey to Canada all of the Intellectual Property Rights in the Foreground Information or, in the case of a notice based on failure to disclose, all of the Intellectual Property Rights in the Foreground Information not disclosed. In the case of either notice, the rights to be conveyed shall include the Intellectual Property Rights in any Foreground Information that have vested or are to vest in a Subcontractor at any tier. In the case of Intellectual Property Rights in Foreground Information which have been sold or assigned to a party other than a Subcontractor at any tier, the Contractor shall not be obligated to convey rights to Canada in accordance with this subsection, but shall pay to Canada on demand an amount equal to the consideration which the Contractor received from the sale or assignment of the Intellectual Property Rights in that Foreground Information or, in the case of a sale or assignment that was not at arm's length, the fair market value of the Intellectual Property Rights in that Foreground Information, in each case including the value of future royalties or license fees.
- 11.7.3 In the event of the issuance by the Minister of a notice under subsection 11.7.2, the Contractor shall, at its own expense and without delay, execute such conveyances or other documents relating to title to the Intellectual Property Rights as the minister for whose department or agency the Work is being or was carried out may require, and the Contractor shall, at Canada's expense, afford that minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or



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any registration of, any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

11.8 Sale, Assignment, Transfer or Licensing of Intellectual Property Rights in Foreground Information

- 11.8.1 In any sale, assignment, transfer or license of Intellectual Property Rights in Foreground Information by the Contractor except a sale or license for end use of a product based on Foreground Information, the Contractor shall impose on the other party all of its obligations to Canada in relation to the Intellectual Property Rights in the Foreground Information and any restrictions set out in the Contract on the use or disposition of the Intellectual Property Rights in the Foreground Information (and, if applicable, the Foreground Information), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee.
- 11.8.2 The Contractor shall promptly notify Canada of the name, address and other pertinent information in regard to any transferee, assignee or licensee referred to in subsection 11.8.1, and shall ensure that such party is required to do the same with regard to any subsequent transferee, assignee or licensee.
- 11.8.3 The Contractor shall not charge or permit any person to charge a royalty or other fee to Canada in respect of the Intellectual Property Rights in any Foreground Information for purposes of a contract or other arrangement with Canada. Where the contract or other arrangement is for a product based on Foreground Information or on any modification or improvement thereof, the Contractor shall grant to Canada a reasonable credit against its commercial price for that product to take into account Canada's financial contribution toward the development of the product, and in the case of a product owned by a transferee, assignee or licensee of the Intellectual Property Rights in any Foreground Information, the Contractor shall ensure that such party is required to do the same.

11.9 Access to Information; Exception to Contractor Rights

- 11.9.1 Subject to the *Access to Information Act*, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.
- 11.9.2 Notwithstanding subsection 11.9.1, nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Foreground Information or any Background Information, or to disclose any Foreground Information or any Background Information, to the extent that such information:
 - (a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
 - (b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
 - (c) is independently developed by or for Canada; or
 - (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.



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11.10 Waiver of Moral Rights

- 11.10.1 The Contractor shall obtain a written permanent waiver of moral rights (as this term is defined in the *Copyright Act*, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributes to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract. At the request of the Minister (be it at the completion of the Work or at any other time as the Minister may require), the Contractor shall provide the written waiver(s) of moral rights to the Minister.
- 11.10.2 If the Contractor is an author of the Foreground Information referred to in subsection 11.10.1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

A11 B) Crown owns copyright (if applicable)

Copyright

- 11.1 In this section,
 - "Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists (2005-11-24).
 - "Moral Rights" has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42.
- 11.2 Copyright in the Material shall vest in Canada and the Contractor shall incorporate in all Material the copyright symbol and either of the following notices, as appropriate:
 - © THE CANADA (year)
 - or
 - © LE CANADA (year)
- 11.3 At the completion of the Contract, or at such other time as the Contract or the Minister may require, the Contractor shall fully and promptly disclose to the Minister all Material created or developed under the Contract.
- 11.4 Where copyright in any Material vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Minister may require.
- 11.5 The Contractor shall not use, copy, divulge or publish any Material except as is necessary to perform the Contract.
- 11.6 At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Material.
- 11.7 If the Contractor is an author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.

A11 C) Crown owns copyright and privacy clause (if applicable)

Canada to Own Intellectual Property Rights in Foreground Information

11.1 Interpretation

- In the Contract,
 - "Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;
 - "Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;



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

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

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

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

"Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

11.2 Disclosure of Foreground Information

11.2.1 The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.

11.2.2 Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

11.3 Canada to Own Intellectual Property Rights in Foreground Information

11.3.1 Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.

11.3.2 The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

(c) THE CANADA (year)

Or

(c) LE CANADA (year)

11.3.3 (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.

(ii) For greater certainty and without limiting sub-section 03(1), if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and



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title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.

11.3.4 The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the minister for whose department or agency the Work is being or was carried out may require, and the Contractor shall, at Canada's expense, afford that minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

11.4 License to Intellectual Property Rights in Background Information

11.4.1 The Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:

- (a) for the use, operation, maintenance, repair or overhaul of the Work;
- (b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;
- (c) for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;

and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

11.4.2 The Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection 11.4.2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

11.4.3 Notwithstanding subsections 11.4.1 and 11.4.2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.

11.4.4 The Contractor acknowledges that, subject to paragraph (c) of subsection 11.4.1, Canada may wish to award contracts for any of the purposes contemplated in subsections 11.4.1 and 11.4.2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.

11.4.5 Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 11.4.1 and 11.4.2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

11.5 Right to License

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

11.6 Access to Information; Exception to Contractor Rights



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- 11.6.1. Subject to the *Access to Information Act*, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.
- 11.6.2 Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:
- (a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
 - (b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
 - (c) is independently developed by or for Canada; or
 - (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

11.7 Waiver of Moral Rights

- 11.7.1 The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the *Copyright Act*, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.
- 11.7.2 If the Contractor is an author of the Foreground Information referred to in subsection 11.7.1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

A12 Conflict of Interest

- 12.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Departmental Representative.

A13 Contractor Status

- 13.1 This is a contract for the performance of a service, and the Contractor is engaged under the contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of The Canada. The Contractor agrees to be solely responsible for any and all payments and/or deductions which must be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Worker's Compensation, or Income Tax.

A14 Warranty by Contractor

- 14.1 The Contractor warrants that the Contractor is competent to perform the work required under the contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.
- 14.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which contractors generally would expect of a competent contractor in a like situation.

A15 Member of the House of Commons

- 15.1 No member of the House of Commons shall be admitted to any share or part of this contract or to any benefit to arise therefrom.

A16 Amendments



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16.1 No amendment of the contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

A17 Entire Agreement

17.1 The contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

A18 Subcontracting (2005-02-24)

18.1 Notwithstanding anything to the contrary in the Contract, the Contractor shall obtain the consent of the Minister in writing prior to Subcontracting or permitting the Subcontracting of any portion of the Work at any tier, only where any and all subcontractors will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates.

18.2 In any Subcontract, the Contractor shall, unless the Minister otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions compatible with and, in the opinion of the Minister, not less favourable to Canada than the terms and conditions of the Contract. Deviations in any Subcontract from the terms of the Contract, including any right of termination of the Contract, shall be entirely at the risk of the Contractor.

18.3 Any consent to a Subcontract shall not relieve the Contractor from its obligations under the Contract or be construed as authorizing any liability on the part of Canada or the Minister to a subcontractor.

A19 Ownership Control (2005-02-24)

Where the Contractor will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates for the performance of the work, the following will apply(2006-05-30):

19.1 The Contractor warrants that it is not under ownership control of any non-resident entity (ie. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).

19.2 The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.

19.3 The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.

19.4 For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.



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B1 Privacy (2007-01-31)

- 1.1 The Contractor acknowledges that Canada is bound by the *Privacy Act*, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract. All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.
- 1.2 The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to an authorized subcontractor information necessary for the performance of the Subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such Subcontract and protected pursuant to the contract provisions. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be.
- 1.3 The collection of personal information shall be limited to that which is necessary for the Contractor to comply with the contract or the exercise of the contractor's rights under the contract.
- 1.4 The Contractor shall make every reasonable effort to ensure the accuracy and completeness of any personal information collected for the purpose of the Contract.
- 1.5 The Contractor shall ensure that the personal information is protected against loss or theft as well as unauthorized access, disclosure, transfer, copying, use, modification or disposal.
- 1.6 The Contractor shall notify the Minister immediately, by telephone and in writing, in the event any information under the control of the Contractor or the Contractor's personnel is compromised or lost or when the Contractor anticipates or becomes aware of an occurrence of breach of privacy or of the security requirements of the contract.
- 1.7 Databases or other compilations:
 - 1.7.1 For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information as defined in the *Privacy Act*, then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada.
 - 1.7.2 Any database or other compilation created for the purposes of the contract must be located and only accessible in jurisdictions the laws of which do not override, conflict with, or impede the application of the *Privacy Act*, R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, and Treasury Board Privacy policies either expressly or through subsequent application.
 - 1.7.3 Any database or other compilation created for the purposes of the contract must be physically independent from all other databases, directly or indirectly, that are located in jurisdictions whose laws override, conflict with, or impede the application of the *Privacy Act*, R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, and Treasury Board Privacy policies either expressly or through subsequent application.
 - 1.7.4 All aspects of data processing must be conducted and only accessible in jurisdictions whose laws do not override, conflict with or impede the application of the *Privacy Act*, R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, and Treasury Board Privacy policies either expressly or through subsequent application.
- 1.8 The Minister may, at any time and upon reasonable notice to the Contractor, enter the Contractor's premises to inspect, audit or require a third party to audit the Contractor's compliance with the privacy, security and information management requirements under the contract and the Contractor must co-operate with any such audit or inspection.



Appendix "B"
Supplementary Conditions
Consulting and Professional Services

B2 Conflict of Interest (2004-06-14)

2.1 The Contractor, its employees, agents and assigns and any other person deriving any direct benefit from this Contract shall be in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service (2003).

B3 Security (2006-12-05)

- 3.1 Contractor personnel who require access to **Protected** information, assets or sensitive work sites shall EACH hold a valid **RELIABILITY** status screening, granted by CSC.
- 3.2 The Contractor SHALL NOT remove any DESIGNATED information or assets from the identified work site(s), and the Contractor shall ensure that its personnel are made aware of and comply with this restriction. The Project Authority may, in writing, authorize TEMPORARY REMOVAL of such information or assets by the Contractor from the identified work site(s) subject to safeguarding specified in the written authorization.
- 3.3 The Contractor must comply with the provisions set out in the Security Requirements Check List, included as Appendix "E".
- 3.4 It is understood and agreed that all security rules, regulations and procedures applicable to public servants employed by the Correctional Service of Canada will apply equally to the Contractor, its officers, servants and agents. The Contractor is responsible to ensure the completion of all documentation required in the Correctional Service of Canada personnel security program for the purpose of security clearance or reliability screening of its officers, servants and agents. It is understood and agreed that access to Correctional Service of Canada premises or to Correctional Service of Canada documents will be withheld until clearance documentation is submitted and processed.
- 3.5 The Contractor understands and accepts that its officers, servants and agents must consent to the necessary disclosure of personal information required to support the personnel security program and that failure to consent to these disclosures will render the person unsuitable for employment on Correctional Service of Canada premises and/or to have access to any Correctional Service of Canada documents.
- 3.6 The Contractor agrees that its officers, servants and agents will comply with all standing orders or other regulations in force at the site where the work covered by this contract is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any, and all causes, including fire.
- 3.7 More particularly, the Contractor, its officers, servants, agents and subcontractors are responsible to immediately report to CSC security personnel any information about or observations of inmate conduct that could jeopardize anyone's safety or the security of a penitentiary. (2005-11-28)

B4 Compliance with applicable laws (2004-07-05)

- 4.1 The Contractor shall comply with all laws, regulations and rules applicable to the performance of the Work or any part thereof. The Contractor shall also require compliance therewith by all of its subcontractors. Evidence of compliance with such laws, regulations and rules shall be furnished by the Contractor to the Contracting Authority at such times as the Contracting Authority may reasonable request.
- 4.2 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 4.3 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 4.4 Details on existing CSC policies can be found at:
http://www.csc-scc.gc.ca/text/legislat_e.shtml or any other CSC web page designated for such purpose.

B5 Health and Labour Conditions

- 5.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 5.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.



Appendix "B"
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- 5.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or The Canada.
- 5.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or The Canada at such time as the Project Authority or The Canada may reasonably request."

B6 Replacement of Personnel

- 6.1 When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.
- 6.2 If at any time the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person with similar qualifications and experience. The Contractor shall, as soon as possible, give five (5) working days notice to the Minister of:
 - (a) the reason for the removal of the named person from the Work;
 - (b) the name, qualifications and experience of the proposed replacement person. The replacement must be of similar ability and attainment and must be acceptable to the Project/Inspection Authority. Any replacement will be at the Contractor's sole expense.
- 6.3 The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection 2, secure a further replacement.

B7 Government Property (2003-10-30)

- 7.1 Unless otherwise provided in the Contract, all Government Property shall be used by the Contractor solely for the purpose of the Contract and shall remain the property of Canada, and the Contractor shall maintain adequate accounting records of all Government Property, and, whenever feasible, shall mark the same as being the property of Canada.
- 7.2 The Contractor shall take reasonable and proper care of all Government Property while the same is in, on, or about the plant and premises of the Contractor or otherwise in its possession or subject to its control, and shall be responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
- 7.3 In the event of damage or loss of government property under the care and control of the Contractor or the Contractor's personnel, the Contractor shall immediately advise the Departmental Representative, by telephone or message, and within seven (7) days submit a written report on the incident. Upon reasonable notice by Canada, the Contractor shall repair such damage or reimburse Canada for any costs incurred by Canada to repair or replace such damage or loss.
- 7.4 All Government Property, except such as is installed or incorporated into the Work, shall, unless otherwise specifically provided in the Contract, be returned to Canada on demand.
- 7.5 All scrap and all waste materials, articles or things that are Government Property shall, unless otherwise provided in the Contract, remain the property of Canada and shall be disposed of only as directed by the Minister.
- 7.6 At the time of completion of the Contract, and if requested by the Departmental Representative, the Contractor shall provide an inventory of all Government Property relating to the Contract to the Departmental Representative.

B8 Closure of Government Facilities (2003-12-08)

- 8.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, 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.

B9 Certification - Contingency Fee

- 9.1 The Contractor certifies that the Contractor has not directly or indirectly paid or agreed to pay and covenants that the Contractor will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this contract to any person other than an employee acting in the normal course of the employee's duties.



Appendix "B"
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Consulting and Professional Services

- 9.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the contract shall be subject to the accounts and audit provisions of the contract.
- 9.3 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this contract for default provisions of the contract or recover from the Contractor, by way of reduction to the contract price or otherwise, the full amount of the contingency fee.

9.4 In this section,

"contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms;

"employee" means a person with whom the Contractor has an employer-employee relationship;

"person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyists Registration Act* R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

B10 International Sanctions

- 10.1 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.
- 10.2 Details on existing sanctions can be found at:
<http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>
- 10.3 It is a condition of this Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 10.4 By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

B11 Tuberculosis Testing (2007-01-31)

- 11.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 11.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 11.3 All costs related to such testing will be at the sole expense of the Contractor.

B12 Insurance (2007-04-17)

- 12.1 The Contractor shall obtain and maintain professional liability insurance coverage for the services required under this Contract, and shall, when requested, provide evidence satisfactory to the Contracting Authority of such insurance and any renewals thereof.

B13 Code of Conduct for Procurement (2007-12-07)

- 13.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms. The Code of Conduct for Procurement can be viewed at the following internet address: <http://www.pwgsc.gc.ca/acquisitions/text/cndt-cndct/caa-ccp-e.html>.



Appendix "E"
Security Requirements Check List
Consulting and Professional Services

PROTECTED INFORMATION - DOCUMENT HANDLING AND SAFEGUARDING

In accordance with Contract Appendix "B" Supplementary Conditions B3 The Contractor may be permitted to remove DESIGNATED information on a TEMPORARY basis and to store or to create designated documents at his facility subject to the following safeguards:

- all documents or computer media e.g. diskettes, containing DESIGNATED information belonging to the Correctional Service of Canada must be stored in a locked filing cabinet at The Contractor's facility;
- no DESIGNATED information may be stored on the computer hard drive or be processed on a computer belonging to The Contractor, unless the computer is protected by a software program approved by the Department that automatically encrypts swap file and temporary file areas on that computer;
- The Contractor must remove any and all sensitive Correctional Service of Canada (CSC) electronic information that belongs to the Department or was processed in the completion of the contract, from any storage medium belonging to The Contractor or any of its agents. The sensitive CSC electronic information must be removed in a manner that complies with requirements of the Government Security Policy and associated Standards documents, for the removal of information of the sensitivity involved. Information on this can be obtained by contacting the CSC Information Technology Security Coordinator at (613) 996-8300.
- no information provided by the Department is to be copied or retained by The Contractor, following the conclusion of this contract;
- all documentation produced or completed by The Contractor, which contains DESIGNATED information shall be labeled PROTECTED "B" in the upper right hand corner on the face of each page of the document;
- The Contractor will personally pick up and deliver all DESIGNATED information from and to the Departmental Representative;
- all notes, working papers, etcetera, that are related to the completion of this contract and that contain DESIGNATED information shall be returned to the Departmental Representative for disposal
- The Contractor shall not share or release any DESIGNATED information related to the completion of this contract with anyone, without the prior written authorization of the Departmental Representative;
- The Contractor shall ensure that all of its employees who are involved in this contract are completely aware of their security obligations related to the handling of CSC's DESIGNATED assets, as outlined in this Appendix.