

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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau
Quebec
K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet EQ-i (EMOTIONAL INTELLIGENCE TEST)		
Solicitation No. - N° de l'invitation 0X001-130559/B	Date 2014-07-04	
Client Reference No. - N° de référence du client 0X001-130559		
GETS Reference No. - N° de référence de SEAG PW-\$\$PI-012-65333		
File No. - N° de dossier pi012.0X001-130559	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-07-22		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Picco(pi div.), Robert		Buyer Id - Id de l'acheteur pi012
Telephone No. - N° de téléphone (819) 956-9564 ()		FAX No. - N° de FAX (819) 956-5454
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CANADA SCHOOL OF PUBLIC SERVICE 373 SUSSEX DR. OTTAWA Ontario K1N6Z2 Canada		

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Information Products/Produits d'information
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III, 6B3
Gatineau
Quebec
K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	EQ-i This is for a period of 5 years. Due to the limit of SAP, year three includes expenses forecasted for year 4 and 5. This PR is for the period of January 2014 to December 31st 2018.	0X001	0X001	1	Each	\$	\$	See Herein	
4	EQi	0X001	0X001	1	Each	\$	\$	See Herein	

This bid solicitation cancels and supersedes previous bid solicitation number 0X001-130559/A, dated May 29, 2014 with a closing of July 2, 2014 at 2:00pm ET.

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Solicitation No. - N° de l'invitation

0X001-130559/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pi012

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

0X001-130559

pi0120X001-130559

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PART 1 - GENERAL INFORMATION

1. Introduction

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

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

The Annexes include, the Statement of Work, the Basis of Payment, Canada's Online Information Products Terms and Conditions and the Bid Evaluation Criteria.

2. Summary

The Canada School of Public Service has a requirement for the use of an instrument to assess emotional intelligence in individuals and allow them to develop an action plan and a commitment plan.

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

The solicitation is intended to result in the award of 1 (one) contract for 1 (one) year, and up to 2 (two) irrevocable two-year options allowing Canada to extend the term of the Contract.

The requirement is subject to the Agreement on Internal Trade (AIT).

Pursuant to section 01 of Standard Instructions 2003, Bidders must submit a complete list of names of all individuals who are currently directors of the Bidder. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form and related documentation.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-03-01), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: one hundred eighty (180) days

Subsection 17 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, Canada reserves the following rights:

Although bids should be properly signed when submitted at bid closing, for this bid solicitation, if Canada determines that the Bidder has not signed the bid as required, Canada will provide the Bidder with an opportunity to submit a proper signature page. Bidders can sign their bids by copying the front page of this bid solicitation, signing it, and submitting it as part of their bid or by including a signature page in a prominent location in their bids.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. Bids sent directly to the Contracting Authority will not be considered.

Due to the nature of the bid solicitation, bids transmitted by facsimile to Public Works and Government Services Canada will not be accepted.

3. Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all

bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

- Section I: Technical Bid (with no reference to price) (2 hard copies)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement.

To assist Canada in reaching its objectives, bidders are encouraged to :

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

Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, criteria their already Canada requests that bidders address and present topics in the order of the evaluation under the same headings. To avoid duplication, bidders may refer to different sections of bids by identifying the specific paragraph and page number where the subject topic has been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

(a) Mandatory Technical Criteria

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

(b) Point Rated Technical Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Annex D.

Bidder must achieve the minimum score for each point rated criteria.

1.2 Financial Evaluation

Bidders must submit their financial bid in accordance with Annex B. The total amount of Applicable Taxes must be shown separately.

2. Basis of Selection

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory technical evaluation criteria; and

Proposals not meeting a) above will be given no further consideration. The lowest compliant cost-per-point proposal will be recommended for award of a contract. Where two or more responsive proposals achieve an identical score, the proposal achieving the highest number of rated points (by calculating the sum of all the awarded points) will be recommended for award of a contract.

- (c) The responsive bid with the highest responsive combined rating of technical merit and price will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory - Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

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

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

PART 6 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

At Contract Award the following clause will be filled in and will apply:

1.1 _____ (the "Contractor") agrees to provide a one (1) year Subscription to _____ (the "Information Products"), for Canada School of Public Service (the "Authorized User(s)") at the price(s)/rate(s) set out in Annex B - Basis of Payment, subject to all terms and conditions contained or referenced herein.

The licensee under the Contract is Her Majesty the Queen in right of Canada, acting through and represented by the Minister of Public Works and Government Services. The Client is merely the user.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2030 (2014-03-01), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract, as modified below.

Delete 2030 (26) Liability.

3. Term of Contract

3.1 Period of the Contract

- (i) The **Period of Contract** begins on the date the Contract is awarded and ends 1 year after the Contract Award date; and
- (ii) The period during which the Contract is extended, if Canada chooses to exercise any options (if any) set out in the Contract.

3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional two (2) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for this Contract is:

Name: Rob Picco

Title: Supply Team Leader

Public Works and Government Services Canada

Acquisitions Branch

Commercial and Consumer Products Directorate

Address: Place du Portage, Phase III, 6A2
11 Laurier Street
Gatineau, Québec K1A 0S5

Telephone: (819) 956-9564

Facsimile: (819) 956-5454

E-mail: robert.picco@tpsgc-pwgsc.gc.ca

The Contracting Authority must receive a copy of the Invoice for Canada's record and to ensure the Invoice is in accordance with the Contract prior to payment by the Client. The Contracting Authorities name and contact information is not to be put on the Invoice. The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

4.2 Project Authority (to be identified in any resulting contract)

The Project Authority for the Contract is:

Name:

Title:

Address:

Tel. Number:

Fax Number:

E-mail:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

4.3 Contractor's Representative (to be identified in any resulting contract)

The Contractor's Representative is:

Name: _____

Title: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

5. Payment

5.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____ (insert the amount at contract award). Customs duties and Shipping are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

5.2 Option - Renew Annual Subscription

Subject to the exercising of the Contract option described in Sub-article 3.2, the Contractor shall be paid, in CAD or USD dollars (to be determined), in accordance with Article 5 of this Contract and as detailed in Annex B - Table 2, for each additional option period to renew the Annual Subscription, payable upon the anniversary of the renewal start date for the subject two-year option period, following submission of a valid invoice, delivered at destination.

Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

5.3 Single Payment

a) Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. all such documents have been verified by Canada;
- iii. the Work delivered has been accepted by Canada.

6. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. In addition to Article 13 - Invoice Submission of general conditions 2030;

- (a) The Government of Canada Contract Number shown on the front page of the Contract must be identified in the Invoice.
- (b) The Contract Period must be identified in the Invoice.
- (c) The Contracting Authority must not be referenced in the Invoice. The Contracting authority merely requires a copy of the Invoice.
- (d) Invoices must be distributed as follows:

- i. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment;
- ii. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7. Certifications

7.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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

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

8. Applicable Laws

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

9. Priority of Documents

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

- (a) Articles of Agreement;
- (b) The General Conditions 2030 (2014-03-01), as modified herein;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated (to be determined at the time of contract award).

10. Insurance Requirements

SACC Manual clause G1005C (2008-05-12) Insurance

ANNEX A STATEMENT OF WORK

Tool to assess Emotional Intelligence

Title:

The Canada School of Public Service has a requirement for the use of an instrument to assess emotional intelligence in individuals and allow them to develop an action plan and a commitment plan.

Background:

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

Note: Additional information about the School and about the courses being offered can be found on the following website address:

<http://www.myschool-monecole.gc.ca/>

Some leadership and management courses use in their programming an instrument to assess one's own emotional intelligence and develop an action plan and a commitment plan. This feedback plays a central role and is essential to assist managers and executives at all levels of their professional development.

Objective:

CSPS requires an instrument to assess emotional intelligence that complies with the requirements stated below in this Statement of Requirement.

The Specific Requirements:

The emotional intelligence instrument must perform or include the following:

- evaluate different components of emotional and social skills, for example: how one perceives him/herself, how one expresses him/herself, the interpersonal skills of oneself, how one is equipped to deal with stress and any other social skills.
- be composed of a series of questions aimed at identifying emotional and social skills
- capture the positive and negative impressions

1) OBJECTIVENESS

Must be free of test-bias

2) STANDARDIZED

Must have been statistically analyzed to prove validity, standardization and reliability.

The normative sample must be based on self report ratings

Must be broken down in different age groups

Must have a rating scale to allow individuals to qualify or quantify his/her answer Examples:
numerical – 0 to 3 or 0 to 5. Qualitative : often, seldom, etc.

3) RELIABLE

Must have an inconsistency index to detect illegitimate responses

Be based on current and valid scientific research

4) PREDICTIVE

5) NON-DISCRIMINATORY

Sample must include men and women in each age group

Must be representative of North American general population

6) USABILITY

Must have an on-line portal

Must provide report options and customization such as leadership report, management report, coaching report, etc.

Be appropriate for a workplace environment, specifically for management and executive level employees and for leadership development purposes

Must include a report to summarize participants results

Report must be personalized and presented in a clear format with graphs and narrative

Must be totally administered by the School in the sense that the School will send invitations, monitor completion, print reports for participants and coaches

Include a detailed action plan and a commitment plan

Be available in both French and English and be localised;

Must be ordered on-line 'just in time' depending on needs

Must have an on-line resource center for the certified coaches/debriefers.

Completed questionnaires must reside on a protected Web site and confidential

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pi012

CCC No./N° CCC - FMS No/ N° VME

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ANNEX B BASIS OF PAYMENT

Item No.	Table 1 Initial Deliverables Description	Qty	Unit Price	Extended Price
1		1		
Sub-Total:				
Applicable Tax:				
TOTAL:				

Option Period #1 (Year #1)				
Item No.	Table 2 Deliverables Description	Qty	Unit Price	Extended Price
1		1		

Option Period #1 (Year #2)				
Item No.	Table 3 Deliverables Description	Qty	Unit Price	Extended Price
1		1		

Option Period #2 (Year #1)				
Item No.	Table 4 Deliverables Description	Qty	Unit Price	Extended Price
1		1		

Option Period #2 (Year #2)				
Item No.	Table 5 Deliverables Description	Qty	Unit Price	Extended Price
1		1		

ANNEX C CANADA'S ONLINE INFORMATION PRODUCTS TERMS AND CONDITIONS

1. DEFINITIONS

Authorized User(s): are employees of the Licensee (whether on a permanent, temporary or contract basis) who are permitted to access the Secure Network from within the Licensee's Premises or from such other places where Authorized Users undertake their work for the Licensee (including but not limited to Authorized Users' offices and homes) and who have been issued a password or other authentication by the Licensee.

Commercial Use: use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, use by the Licensee or by an Authorized User of the Licensed Materials in the course of research, product development and related activity in the normal course of business does not constitute Commercial Use.

Contractor: the Publisher to whom the Contract is awarded.

Online Information Product(s) otherwise referred to as "Licensed Material(s)": for purposes of these licensing terms and conditions, Online Information Product(s) refers to the licensed material(s) which are electronic versions of the content published by the Contractor.

Licensee: Canada is the Licensee.

Secure Network: a network (whether a standalone network or a virtual network within the Internet), which is only accessible to Authorized Users.

Server: the server, either the Contractor's server or a third party server designated by the Contractor, on which the Licensed Materials are posted and may be accessed.

Subscription Fee: the license fee for each year of the period of contract.

Subscription Period, otherwise referred to as "Term" or "Contract Period": the length of time the Online Information Product(s) are made available to the Authorized User(s), as identified in the Contract.

2. LICENSE

(a) Licensee acknowledges and accepts that the license to use the Online Information Product(s) being procured through this Contract are non-exclusive and non-transferrable, throughout the world, and Authorized Users obtain access to the Online Information Product(s) via a Secure Network.

(b) This License shall commence at the beginning of the Subscription Period, for each of the Online Information Products as set out in the Contract and shall automatically terminate at the end of the Subscription Period, unless the parties have previously agreed to renew it.

(c) The Contractor guarantees that it has the right to grant to Licensee all the rights granted under this License. The Contractor also guarantees that all necessary consents to that grant have been obtained.

(d) The Contractor agrees that the terms and conditions of the Contract which includes this License as Annex C supersede any previous terms and conditions agreed to that pertain to this specific requirement. Any conditions accompanying or enclosed with the Online Information Product(s), if any, do not form part of the Agreement and, therefore, are not part of Licensee's license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Licensee or any Authorized

User be required to enter into any additional license agreement with respect to the Online Information Product(s) or any portion of it. The Contractor acknowledges that any additional license agreement relating to the Online Information Product(s) signed by anyone other than the Contracting Authority is void and of no effect.

(e) Licensee is not bound by any "click through" conditions or any other conditions, express or implied, that are contained in or on the packaging or Media or conditions that may accompany the Online Information Product(s) in any manner, regardless of any notification to the contrary. For further clarification, Licensee acknowledges that the Authorized User(s) may have to manually click to accept a "click-through" in order to gain access to the Online Information Product(s) as standard practice.

(f) Licensee acknowledges that ownership of the Information Products belongs to the Contractor or its licensor and is not transferred to Licensee. As a result, any reference in the Contract to any part of Information Products as a deliverable must be interpreted as a reference to the license to use the Information Products, not to own the Information Products.

3. USAGE RIGHTS

(a) The Licensee and its Authorized Users will have access to the Online Information Product(s) from the Server via the Secure Network and are permitted online access to the Online Information Product(s) as detailed in the Contract, and may download, display, view, retrieve, browse, collate, save, or print text, make back-up copies, search results, or other information, as reasonably necessary, solely for the private use or research of the Licensee and the Authorized Users.

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(e) The Licensee and its Authorized Users may reactively supply single print or electronic copies of individual articles, chapters or other individual items of the Content including copyright notices to individual third parties upon request for medical information purposes.

(f) Nothing in this License shall in any way exclude, modify or affect any of the Licensee's rights under the *Copyright Act* of Canada.

4. PROHIBITED USES

4.1 Licensee must not engage in the following activities and must take all commercially reasonable efforts to prevent Authorized Users from engaging in the following activities:

- i) remove or alter the authors' names or the Contractor's copyright notices or other means of identification or disclaimers as they appear in the Online Information Product(s);
- ii) systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose other than back-up copies permitted under clause 3;

- iii) except as provided in clause 3, provide by electronic means, to a user at another library or elsewhere, a retained electronic copy of any part of the Online Information Product(s);
- iv) mount or distribute any part of the Online Information Product(s) on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network;
- v) directly or indirectly use or assist any third party to use the Content for any commercial or monetary purposes including without limitation any sale, resale, loan, transfer or upload of the Content to a commercial entity's internet website, or otherwise charge a fee for access, provided however, that recovery of direct costs by Licensee from Authorized Users, and use of the Content in the course of research funded by a commercial organization shall not violate this sub-section.

4.2 The Contractor's explicit written permission must be obtained in order to:

- i) use all or any part of the Online Information Product(s) for any Commercial Use, other than as permitted in clause 3;
- ii) systematically distribute the whole or any part of the Online Information Product(s) to anyone other than Authorized Users;
- iii) publish, distribute or make available the Online Information Product(s), works based on the Online Information Product(s) or works which combine them with any other material, other than as permitted in this License;
- iv) alter, abridge, adapt or modify the Online Information Product(s), except to the extent necessary to make them perceptible on a computer screen or as otherwise permitted in this License, to Authorized Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

5. PUBLISHER'S UNDERTAKINGS

(a) The Contractor reserves the right at any time to withdraw from the Online Information Product(s) any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Contractor shall give written notice to the Licensee not less than sixty (60) days in advance of such withdrawal. If such modification or withdrawal materially alters the Licensees' use of the product the Contractor will work with the Licensee to come to a mutually agreeable arrangement regarding replacement of content or refund to the Licensee that part of the Fee that is in proportion to the amount of material withdrawn and the remaining unexpired portion of the Subscription Period.

(b) Except as expressly provided in this License, the Contractor makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Online Information Product(s), merchantability or fitness of use for a particular purpose. The Online Information Product(s) are supplied 'as is'.

(c) The Contractor confirms to the Licensee that usage statistics covering the online usage of the journals and databases included in this licence will be provided. The Contractor further confirms that such usage statistics will adhere to the specifications of the COUNTER Code of Practice.

6. LICENSEE'S UNDERTAKINGS

The Licensee must use reasonable efforts to:

- (a) ensure that only Authorized Users are permitted access to the Online Information Product(s);

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- (b) ensure that all Authorized Users are appropriately notified of the importance of respecting the intellectual property rights in the Online Information Product(s) and that they are made aware of and undertake to abide by the terms and conditions of this License;
- (c) monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform the Contractor and take all steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;
- (d) issue passwords or other access information only to Authorized Users and use reasonable endeavours to ensure that Authorized Users do not divulge their passwords or other access information to any third party;
- (e) keep full and up-to-date records of all Authorized Users and their access details and provide the Contractor with details of such additions, deletions or other alterations as are necessary to enable the Contractor to provide Authorized Users with access to the Online Information Product(s) as contemplated by this License.
- (f) The Licensee hereby acknowledges that the business of the Contractor is entirely dependent upon the Contractor's intellectual property rights in the Online Information Product(s), and that any material and persistent breach thereof constitutes a fundamental breach of this License, in which event, notwithstanding clause 9, this License shall immediately terminate.

7. UNDERTAKINGS BY BOTH PARTIES

- (a) Each party must use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.
- (b) The parties must not disclose the terms and conditions or the subject matter of this Licence (including, without limitation, the list of the Online Information Product(s) and any usage data compiled and supplied) or any other information about the other party's business to any third party without the prior written consent of the other. This provision will survive the termination of this Licence, and any information obtained or received which comes within these restrictions must remain confidential, provided always that this obligation will not apply to any information which at the time of disclosure is in the public domain or is made available at any time by an independent third party which has not obtained it directly or indirectly in breach of any confidentiality agreement with either of the parties hereto.

8. LICENSE FEE

Licensee must pay the fees to the Contractor as set forth in the Contract.

9. TERM AND TERMINATION

- (a) In addition to automatic termination (unless renewed) under clause 2, this License could be terminated:
- if the Licensee defaults in making payment of the Fee as provided in the Contract;
 - if either party commits a material or persistent breach of any term or obligations of this License or the Contract and fails to remedy the breach within thirty (30) days of notification in writing by the other party;

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- (b) On termination all rights and obligations of the parties automatically terminate except as specifically provided in this License, and except for obligations in respect of Online Information Product(s) to which access continues to be permitted as provided in clause 9 f..
 - (c) On termination of this License for default, as specified in clauses 9 a., the Licensee shall immediately cease to distribute or make available the Online Information Product(s) to Authorized Users.
 - (d) On termination of this License by the Licensee for default, as specified in clause 9.a.(ii). above, the Contractor shall forthwith refund the proportion of the Fee that represents the paid but unexpired part of the Subscription Period.
 - (e) The Licensee hereby acknowledges that the business of the Contractor is entirely dependent upon the Contractor's intellectual property rights in the Online Information Product(s), and that any material and persistent breach thereof constitutes a fundamental breach of this License, in which event, notwithstanding clause 9, this License shall immediately terminate.
 - (f) On termination of the Contract, Contractor must provide continuing access for the Licensee to that part of the Online Information Product(s) which was published and paid for within the subscription period, either from electronic online access or by supplying electronic files or CD-ROMs/DVDs to the Licensee or by permitting the Licensee to create one (1) copy of such content if the Contractor shows sufficient reason why they cannot supply electronic files.

10. LIMITATION OF LIABILITY

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
- (b) Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the License Agreement is limited to Contract Value. This limitation of the Contractor's liability does not apply to: (i) any infringement of intellectual property rights; or (ii) any breach of warranty obligations.
- (c) Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with this License Agreement, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

11. GENERAL

Alterations to this License are only valid if they are recorded in writing and signed by both the Contractor and the Contracting Authority representing the Licensee.

Annex D **Evaluation Criteria**

This document sets out the criteria that will be used to evaluate the Bidder's Technical Bid and describes the content required for conducting the technical evaluation.

MANDATORY EVALUATION CRITERIA

To be considered responsive, a proposal must meet all of the mandatory requirements of this solicitation. Proposals not meeting any of the mandatory requirements will be given no further consideration. The Bidder MUST demonstrate how each of the following mandatory requirements are met.

Mandatory Criteria	Reference
Bidders must provide a sample in English and in French of the report to users.	
The usage of the instrument must be on-line and must be self-administered by the client	
Instrument can be used for Leadership Development. Bidders must demonstrate by providing examples that the instrument was used for leadership development.	
Bidders must demonstrate that the instrument free from test-bias.	
Bidders must demonstrate that they have normative samples including rating from North American/Canadian population	
Bidders must supply training material for workshops to be delivered by the client	
Instrument includes a guide for the coach who will debrief the users	
Self report must be interpreted by a certified coach.	
Bidders must demonstrate that the questionnaire is based on current and valid scientific research and must have been developed or updated in the last 5 years. Bidders must demonstrate that they have an inconsistency index.	
Completed questionnaires must reside on a protected Web site and confidential	

POINT-RATED EVALUATION CRITERIA

The Technical Bid will be assessed against the following categories of point-rated criteria, each scored according to the point rated scale indicated for each criteria. The bidder must clearly demonstrate how each of the following requirements will be fulfilled. Screen capture images or any other pertinent information for demonstrating compliance with the point rated criteria must be provided in the proposal.

Criteria	Score		Reference
	Min	Max	
Evaluation of emotional and social skills: Between 5 and 9 skills = 10 points Between 10 and 14 skills = 20 points 15 skills and up = 30 points	10	30	
Usability of Reports: Quality of graphs: - summary of results on one page (5 pts) - colors for each components measured (5 pts) - Rating scales to allow self-interpretation of results (compare results with average) (5 pts) Quality of narrative: - narrative description of each components (5 pts) - Use of plain language (5 pts)	10	25	