



**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

Procurement.Approvisionnement@cas-satj.gc.ca

**Proposal To: Courts Administration Service**

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 and services listed herein and on any attached sheets at the price(s) set out therefore.

**Proposition à : Service administratif des tribunaux judiciaires (SATJ)**

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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

**Solicitation Closes – L’invitation prend fin**

At – à : 15h00 EST

On - le : August 13, 2015

<b>Title/Titre:</b> Training on Difficult Conversations	<b>Solicitation No – N° de l’invitation</b> 5X001-15-0500
<b>Date of Solicitation – Date de l’invitation</b> July 29, 2015	
<b>Address Enquiries to – Adresser toutes questions à</b>  Benoit Galipeau Procurement.approvisionnement@cas-satj.gc.ca	
<b>Telephone No. – N° de téléphone</b>	<b>FAX No – N° de fax</b>
<b>Destination</b>  Courts Administration Service 90 Sparks Street, 9 <sup>th</sup> Floor Ottawa, Ontario K1A 0H9	

**Instructions:**

**Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax/Quebec Sales Tax is to be shown as a separate item.**

**Instructions: Les taxes municipales ne s’appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d’accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée/taxe de vente du Québec doit être indiqué séparément.**

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____



## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 SECURITY REQUIREMENTS .....	3
1.2 STATEMENT OF WORK .....	3
1.3 DEBRIEFINGS.....	3
<b>PART 2 - BIDDER INSTRUCTIONS.....</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	3
2.2 SUBMISSION OF BIDS .....	3
2.3 FORMER PUBLIC SERVANT .....	4
2.4 ENQUIRIES - BID SOLICITATION.....	5
2.5 APPLICABLE LAWS.....	5
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>6</b>
3.1 BID PREPARATION INSTRUCTIONS .....	6
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>6</b>
4.1 EVALUATION PROCEDURES.....	6
4.2 BASIS OF SELECTION .....	7
<b>PART 5 - CERTIFICATIONS.....</b>	<b>10</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	10
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>10</b>
6.1 SECURITY REQUIREMENTS .....	11
6.2 STATEMENT OF WORK .....	11
6.3 STANDARD CLAUSES AND CONDITIONS.....	11
6.4 TERM OF CONTRACT .....	11
6.5 AUTHORITIES .....	11
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	12
6.7 PAYMENT .....	12
6.8 INVOICING INSTRUCTIONS .....	13
6.9 CERTIFICATIONS.....	13
6.10 APPLICABLE LAWS.....	14
6.11 PRIORITY OF DOCUMENTS .....	14
<b>ANNEX "A" .....</b>	<b>15</b>
STATEMENT OF WORK .....	15
<b>ANNEX "B" .....</b>	<b>19</b>
BASIS OF PAYMENT.....	19



## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to this Contract.

### **1.2 Statement of Work**

The Work to be performed is detailed in Annex "A" of this RFP.

### **1.3 Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The [2003](#) (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsections 04 and 05 of Section 01 Integrity Provisions - Bid of the Standard Instructions ([2003](#)) incorporated by reference above are deleted in their entirety.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### **2.2 Submission of Bids**

Unless specified otherwise in the RFP, bids must be received by the Contract Authority by the date and time indicated on page 1 of the solicitation.

Email address for submitting your bid: [procurement.approvisionnement@cas-satj.gc.ca](mailto:procurement.approvisionnement@cas-satj.gc.ca)

Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

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

#### **2.2.1 Improvement of requirement during Solicitation Period**



Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### **2.3 Former Public Servant**

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

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### **Definitions**

For the purposes of this clause,

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

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

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

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

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

As per the above definitions, is the Bidder a FPS in receipt of a pension?



Yes ( ) No ( )

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

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

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

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes ( ) No ( )

If so, the Bidder must provide the following information:

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

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

### **2.4 Enquiries - Bid Solicitation**

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

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

### **2.5 Applicable Laws**



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

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

#### **Electronic Offers submitted via email**

Canada requests that Bidders provide their bid in separately bound sections. The Technical, Financial and Certifications sections must be in separate PDF files as follows:

Section I:	Technical Bid
Section II:	Financial Bid
Section III:	Certifications
Section IV:	Additional Information

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

The maximum size per email (including attachments) is limited to 5MB. If the limit is exceeded, your email might not be received by CAS. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for CAS to receive the proposal by the closing period indicated in the RFP.

CAS will not be responsible for any failure attributable to the transmission or receipt of the email bid. CAS will send a confirmation email to the Bidders when the submission is received.

#### **Section I: Technical Bid**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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



- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4.

#### **4.1.2 Financial Evaluation**

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined by adding up the cost of all the training sessions.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

#### **4.2 Basis of Selection**

##### **4.2.1 *SACC Manual* Clause A0069T (2007-05-25), Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



## ATTACHMENT 1 to PART 4 TECHNICAL CRITERIA

### 1.1 Mandatory Technical Criteria

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

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

Number	Mandatory Technical Criterion (MT)	Bid Preparation Instructions
MT1	<p><b>For the National Capital Region and Montréal trainings the Bidder must provide :</b></p> <p>Two (2) bilingual* Instructors</p> <p>OR</p> <p>One (1) bilingual* Instructor; and One (1) English Instructor or One (1) French Instructor</p> <p>OR</p> <p>One (1) English Instructor and One (1) French Instructor</p> <p><b>For the Toronto and Vancouver trainings the Bidder must provide:</b></p> <p>One (1) bilingual* Instructor or One (1) English Instructor</p> <p>In the event the Bidder proposes more than the number of resources requested, only the required number of linguistically qualified resources will be considered for evaluation.</p> <p>*Bilingual refers to the Official Languages of Canada (English and French)</p>	<p>The Bidder must identify each proposed resource and the language in which the resource is able to provide instruction.</p>





<b>Number</b>	<b>Mandatory Technical Criterion (MT)</b>	<b>Bid Preparation Instructions</b>
<b>MT2</b>	Each proposed resource must have a college diploma or university degree.	The Bidder must provide a copy of the diploma or degree for each proposed resource
<b>MT3</b>	Each proposed resource must have given a minimum of one hundred and fifty (150) hours of classroom training within the last three (3) years.	
<b>MT4</b>	The Bidder must demonstrate the ability to accommodate and train up to 20 participants in each of the following locations: Montréal, the National Capital Region, Toronto and Vancouver.	
<b>MT5</b>	Each proposed resource must have given at least five (5) one (1) day training sessions* to groups of least ten (10) participants on the subject of “Effective Communication” or “Having Difficult Conversations” within the last three (3) years.  *Five one day training sessions = 37.5 hours of training	
<b>MT6</b>	The Bidder must provide a sample syllabus for a proposed training on “Having Difficult Conversations for Employees” based on the training Requirement specified in Annex “A” point #3.	



## **PART 5 - CERTIFICATIONS**

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

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

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

#### **5.1.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications with their bid.

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

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

##### **5.1.2.2 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

## **PART 6 - RESULTING CONTRACT CLAUSES**



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

## **6.1 Security Requirements**

**6.1.1** There is no security requirement applicable to this Contract.

## **6.2 Statement of Work**

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

## **6.3 Standard Clauses and Conditions**

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

### **6.3.1 General Conditions**

2010B (2015-07-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2016 inclusive

### **6.4.2 Option to Extend the Contract**

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 (fifteen) 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.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Francis Gosselin  
Title: A/Director, Contracting and materiel management  
Organization: Courts Administration Service  
Address: 90 Sparks Street, Ottawa, Ontario, K1A 0H9  
Telephone: 613- 240-5907  
Facsimile: 613- 947- 3214



E-mail address: [francis.gosselin@cas-satj.gc.ca](mailto:francis.gosselin@cas-satj.gc.ca)

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.

### 6.5.2 Technical Authority

The Project Authority for the Contract is:

Name: Richard Vallée  
Title: Chief, Workforce Management  
Organization: Courts Administration Service  
Address: 90 Sparks Street, 9<sup>th</sup> Floor  
Telephone : 613 947 3561  
E-mail address: [Richard.vallée@cas-satj.gc.ca](mailto:Richard.vallée@cas-satj.gc.ca)

The Technical Authority named above 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 Technical Authority, however the Technical 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.

### 6.5.3 Contractor's Representative

*TBD at contract award*

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 6.7 Payment

### 6.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work in accordance with the Basis of Payment in Annex B to a limitation of expenditure of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

### 6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to



the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **6.7.3 Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

### **6.8 Invoicing Instructions**

The Contractor must submit monthly 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.

1. Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed; and
  - b. a copy of the release document and any other documents as specified in the Contract.

#### **6.8.1 Supporting Documents**

- a. The original and one (1) copy must be forwarded to the Technical Authority for certification and payment; and
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### **6.9 Certifications**

#### **6.9.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

#### **6.10    Applicable Laws**

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

#### **6.11    Priority of Documents**

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

- (a)    the Articles of Agreement;
- (b)    the general conditions 2010B (2015-07-03), General Conditions - Professional Services (Medium Complexity);
- (c)    Annex A, Statement of Work
- (d)    Annex B, Basis of Payment;
- (e)    the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)



## ANNEX "A"

### STATEMENT OF WORK

#### 1. Background:

Courts Administration Service (CAS) is a federal department that provides services to the Federal Court of Appeal, the Federal Court, the Court Martial Appeal Court of Canada and the Tax Court of Canada.

"Difficult conversations" are by their very nature problematic and can cause bad feelings, lost motivation, resentment, tension and can be extremely destructive for a workplace climate and the morale of a team, especially if they are not conducted respectfully. "Difficult conversations" are by their very nature delicate.

In the course of such conversations it is important for there to be a useful and constructive exchange of ideas and/or information. "Difficult conversations" that become "destructive conversations" are counterproductive. Developing strategies for having "difficult conversations" is extremely important for employers, employees, colleagues, clients but it can also be important for interacting with friends and family members.

Performance Management discussions with supervisors and managers are good examples of "difficult conversations" but they are not the only difficult conversations that employees can face inside and outside of the workplace.

The ultimate goal of this training is to help CAS employees with many different types of "difficult conversations".

#### 2. Objectives:

The intention is for CAS to enter into a contract with a firm to deliver communication training to CAS employees in order to help them prepare for and to participate in "difficult conversations" with their managers, supervisors, colleagues, etc.

#### 3. Training requirements:

The training must address the following points:

- a. Creating a safe environment for discussions;
- b. Delivering/receiving difficult messages;
- c. Listening with empathy;
- d. Tips and advice for preparing for difficult conversations;
- e. Creating a win/win outcome;
- f. Giving and receiving feedback;
- g. Cause and impacts of conflict;
- h. Recognizing situations that are escalating into negative and unproductive conflict;
- i. Face to face communication;
- j. Filters and barriers to mutual respect and understanding;
- k. How to deal with angry people; and
- l. Role of body language and non-verbal communication in communication.



At a minimum, the training must meet the following constraints:

- a. Group Training with maximum of twenty (20) participants/group;
- b. Length of training: One (1) day;
- c. Training will begin at 8:30 am and end no later than 4:30 pm with one (1) hour being allotted for a lunch break and a fifteen (15) minute break in the morning and another in the afternoon;
- d. The Contractor must be capable of offering the training in Montréal, the National Capital Region, Toronto and Vancouver;
- e. Explore examples of “difficult conversations”; and
- f. Address the issue of “difficult conversations” through a mixture of theory, group work and interactive role play.

#### 4. Deliverables:

##### Material Requirements

The Contractor must have resources available within CAS' potential time frame to deliver their training and must demonstrate sufficient experience providing training as described under Training Requirements.

Initial training must be available within four (4) weeks of the contract being awarded. A copy of the material developed (French and English) must be provided two (2) weeks before the date of the initial training to give CAS the opportunity to review and provide changes to be incorporated as required.

The Contractor must use its own existing training materials, in English and French, depending on the language of the training and provide:

- A copy of a French or English course outline, depending on the language of the training, to each participant;
- A copy of the training material in French or English, depending on the language of the training, to each participant.

Training material will be provided to the participants at the beginning of the training session.

##### Meetings:

The Contractor will be required to participate in a kickoff meeting with CAS prior to the commencement of training in order to review the contractual requirements, roles and responsibilities and the training schedule.

Additional meetings will be held if required to discuss proposed changes to the training, etc.

#### 5. Project Schedule:

The training will begin in the Fall of 2015 and will be completed by March 2016. Registration is optional for participants; therefore, the number of sessions could vary and CAS reserves the right to modify this schedule at its discretion.

Phase	Target Audience	Number of sessions
1	National Capital Region	1 EN 1 FR





<b>2</b>	Montréal	1 EN 1 FR
<b>3</b>	Toronto	1 EN
<b>4</b>	Vancouver	1 EN

**6. Level of Effort**

CAS expects to require up to six (6) sessions within the contract period but reserves the right to amend this number as per participant interest.

**7. Location of work:**

Where possible, training will be conducted at CAS facilities.

The exact locations with participants requiring training will be confirmed after contract award. In the meantime, please note that CAS has the following offices:

- NCR: 90 Sparks Street and 200 Kent Street, Ottawa, Ontario, K1A 0H9
- Montreal: 30 McGill Street Montréal, Quebec H2Y 3Z7
- Toronto: 180 Queen Street West Toronto, Ontario M5V 3L6
- Vancouver: 701 West Georgia Street, Vancouver, British Columbia V7Y 1B6
- Edmonton: 5th Floor, Tower 1, Box 51 10060 Jasper Avenue, Edmonton, Alberta, T5J 3R8
- Calgary: 3<sup>rd</sup> Floor, 635 Eighth Avenue S.W., Calgary, Alberta T2P 3M3
- Winnipeg: 363 Broadway, Suite 400, Winnipeg, Manitoba, R3C 3N9
- Quebec City: 300 Jean-Lesage Blvd., Room 500A, Québec, Quebec G1K 8K6
- Fredericton: 82 Westmorland Street, Suite 100, Fredericton, New Brunswick E3B 3L3
- Halifax: 1801 Hollis Street, Suite 1720, Halifax, Nova Scotia B3J 3N4
- St. John's: 354 Water Street St. John's NL A1C 1C0.

**8. Travel and Living expenses:**

No travel expenses will be reimbursed by CAS.

**9. Constraints:**

One of the challenges in coordinating training for the identified groups is the reactive nature of their roles and their ability to attend specific course dates. Many of the targeted employees provide support to members of the courts and may be required on short notice for court business. CAS has the right to cancel training within ten (10) days without penalty.

**10. Language Requirement:**

Instructors must be available to teach the course (read, communicate orally and in writing), in English and/or in French, in order to deliver the English and the French course as requested. The exact language of training, for each session required, will be determined after the contract is awarded.



#### **11.     Training at CAS Facilities:**

The instructor must:

- Arrive fifteen (15) minutes prior to the course to ensure the room is properly setup;
- Deliver the training in accordance with the course lesson plan;
- Have the students sign the attendance sheet and review it;
- Email the CAS point of contact to confirm completion of the course;
- Forward all feedback evaluation forms to CAS.

Instructor's role and responsibilities:

- Create an open, trusting environment, where learners share their ideas;
- Present material clearly;
- Help participants engage with each other;
- Keep the discussion on track; and
- Respond to questions.

#### **12.     Responsibilities/obligations:**

- The selected service provider has to be available to meet with CAS representatives in order to incorporate in the training any suggestions for modifications to the proposed training.
- The list of employees, the training dates and hours of training will be submitted to the selected service provider by CAS after the contract is awarded.
- Prior to the beginning of training, a CAS representative will provide administrative briefings (Emergency exits, etc.).



**ANNEX "B"**  
**BASIS OF PAYMENT**

<b>Phase</b>	<b>Target Audience</b>	<b>Number of sessions</b>	<b>Price per session (\$CAN)</b>
<b>1</b>	National Capital Region	1 ENGLISH	\$_____
		1 FRENCH	\$_____
<b>2</b>	Montréal	1 ENGLISH	\$_____
		1 FRENCH	\$_____
<b>3</b>	Toronto	1 ENGLISH	\$_____
<b>4</b>	Vancouver	1 ENGLISH	\$_____