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- Attachment 1 to Part 3 – Pricing Schedule
- Attachment 1 to Part 4 – Technical Evaluation – Mandatory and Point Rated Criteria

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, Call-up instrument.

1.2 Summary

1.2.1 Objectives

The goal of this Standing Offer is to have qualified offerors available on an as and when requested basis to translate various documents from text to ASL and LSQ for a series of ASL and LSQ videos to be used during public engagement on accessibility legislation as well as to translate government documents related to a variety of other activities.

- Up to 4 Vendors to translate various documents on an as and when requested basis

1.2.2 Duration of the Standing Offer and its options

The initial Standing Offer will have duration of one year starting at contract award. ESDC reserves the right to exercise two (2) irrevocable options to extend the period by one year each

1.2.3 Standard Conditions

As per the Integrity Provisions under section 01 of Standard Instructions [2006](#), offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the Supply Manual for additional information on the Integrity Provisions.

For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), and the Agreement on Internal Trade (AIT).

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7A - Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).

1.3 Security Requirements

There are no security requirements associated with this requirement of the Standing Offer.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO with the exception of:

1. Replace references to 'Public Works and Government Services Canada' with 'Employment and Social Development Canada';
2. Delete Section 02, Procurement Business Number, in its entirety;
3. Revise Subsection 2d. of Section 05, Submission of Bids, to read:

"send its bid only to the physical or e-mail address specified on Page 1".

4. Subsection 5.4 of Section 05 is amended as follows:

Delete: sixty (60) days

Insert: ninety calendar (90) days

5. Delete Subsections 1a. and 1b. of Section 12, Rejection of Bid, in their entirety; and
6. Delete Subsection 2. of Section 20, Further Information, in its entirety.

2.2 Submission of Offers

Offers must be submitted only by the date, time and email address indicated on page 1 of this Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to ESDC will not be accepted.

2.3. Enquiries - Request for Standing Offers

All enquiries must be submitted by email at the address indicated on the front page of this RFSO no later than 7 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

2.5. Basis for Canada's Ownership of Intellectual Property

ESDC has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

6.4 where the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is:

6.4.1 to generate knowledge and information for public dissemination;

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 soft copy)
Section II: Financial Offer (1 soft copy)
Section III: Certifications (1 soft copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper format;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, "Basis of Payment". Offerors must provide rates for the initial period and each optional year. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

**ATTACHMENT 1 TO PART 3
Pricing Schedule**

The bidder must complete this pricing schedule and include it in its Financial Bid.

Any estimated level of services specified in this pricing schedule is provided for bid evaluation price determination purposes only. Levels of efforts are provided as estimates only, and must not be construed as a commitment by ESDC to respect those estimates in any resulting contract.

The Offeror shall complete the price schedule below using the sample document attached as Annex "B" titled *Discussion Paper F-P/T Consultations on the Labour Market Transfer Agreements 2016* to estimate the level of effort required to complete each phase of work for the sample document. The Offeror must identify the professional resource for each of the three phases of work and provide a firm hourly rate for that professional. The provided firm hourly rate will be used as the basis of payment during all call-ups under this Standing Offer. The total bid evaluation price will be evaluate the Offeror's financial proposal.

Phase 1) Translation of text to sign language

(English text to ASL and French text to LSQ)

No.	Professional Resource	Firm Hourly Rate	Estimated Number of Hours	Total Price Estimate (Hourly Rate x Estimated Number of Hours)
1	Project Lead	\$		
2		\$		
3		\$		
4		\$		
5		\$		
6		\$		
7		\$		
8		\$		
9		\$		
10		\$		
11		\$		
12		\$		
A) Total Bid Price				\$
(Customs duties are included and Applicable Taxes are extra)				

Phase 2) Video recording/production

(Ensure accurate and quality recording of sign language translations)

No.	Professional Resource	Firm Hourly Rate	Estimated Number of Hours	Total Price Estimate (Hourly Rate x Estimated Number of Hours)
1	Project Lead	\$		
2		\$		
3		\$		

4		\$		
5		\$		
6		\$		
7		\$		
8		\$		
9		\$		
10		\$		
11		\$		
12		\$		
B) Total Bid Price				\$
(Customs duties are included and Applicable Taxes are extra)				

Phase 3) Video post-production
 (Editing and final production of sign language videos)

No.	Professional Resource	Firm Hourly Rate	Estimated Number of Hours	Total Price Estimate (Hourly Rate x Estimated Number of Hours)
1	Project Lead	\$		
2		\$		
3		\$		
4		\$		
5		\$		
6		\$		
7		\$		
8		\$		
9		\$		
10		\$		
11		\$		
12		\$		
C) Total Bid Price				\$
(Customs duties are included and Applicable Taxes are extra)				

<p>Total Bid Evaluation Price A + B + C: \$ _____</p> <p>(Overall Total of A + B + C)</p>

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex "B".

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

Basis of Selection – Lowest Price Per Point

1. 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
 - c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

Basis of Selection – Lowest Price Per Point: 50%/50%

BIDDER NAME	Points	Price	Calculation	Results
Bidder 1	115	\$55,000.00	$\$55,000/115 = 478.26$	1 st
Bidder 2	89	\$50,000.00	$\$50,000.00/89 = 561.80$	2 nd

**ATTACHMENT 1 TO PART 4
TECHNICAL EVALUATION – MANDATORY AND POINT-RATED CRITERIA**

Note: Simply repeating the Statement contained in the bid solicitation is not sufficient.

Below is an **example** based on past experience of how the professional roles for sign language translation work can be organized. The Offeror may propose alternative methods in their standing offer proposal for completing the required work, with the exception that their proposal must designate a Project Lead. The proposed approach for organizing this work **must be** approved by the Project Authority before undertaking work for any specific call-ups made against this Standing Offer.

Example of how professional roles can be organized

The Offeror assembles a team to perform the work for this project, which includes a **Project Lead** and a **Translation Production Advisor**, an **ASL Translation Team** and **LSQ Translation Team**. Each Translation Team consists of a Lead translator, Message Equivalence Translator and Signed Language Expert.

Standing Offer Proposal

This section outlines the level of detail, required information and expectations for submitting a standing offer proposal for evaluation.

Standing Offer Proposal Section A

The purpose of this section is for the Offeror to describe their methodological approach to ensuring final translation videos of the highest quality in ASL and LSQ.

In Section A on Work Methodology the Offeror **must clearly describe** the approach to be used to translate from English text to ASL videos and French to LSQ videos. This includes describing each of the different professional roles required and how the professionals in each of those roles will work together to complete the work. The roles and approach are described in this section. The strategy for ensuring capable professionals are available to complete these roles is to be described in the next section.

One of the roles identified **must be** a Project Lead who will oversee all of the work and professional resources and be the key contact with the Project Authority for each call-up.

It should be clear **how each phase of work will be completed**:

1) Translation of text to sign language (English text to ASL and French text to LSQ); 2) video recording/production (ensure accurate and quality recording of sign language translations); 3) video post-production (editing and final production of sign language videos).

The Offeror **must also provide** details about how high quality and congruency of translation videos is ensured by demonstrating how each of the following elements will be addressed/or achieved during each phase of the work:

- Ensure high quality accurate translations from English text to ASL videos and French to LSQ videos, respecting grammatical rules and structure, and that have linguistic and cultural clarity for the target audience;
- Ensure equivalence and congruence of message between ASL and LSQ translations;
- Ensure common look and feel between final videos

Standing Offer Proposal Section B

The purpose of this section is for the Offeror to demonstrate that they have an effective strategy for ensuring that professional resources available that are capable of carrying out their proposed work methodology detailed in Section A.

Under Section B on Professional Resources, the Offeror **must identify** the name of the individual who will perform the role of Project Lead. The proposal **must include** a Curriculum Vitae for the Project Lead that demonstrates that they have at least 3 years of experience managing text to sign language translation

projects and are capable of overseeing the translation of English text into ASL **and** French text into LSQ. The Offeror may describe how professionals in other roles support the Project Lead in fulfilling their responsibilities.

The proposal **must demonstrate** how the Offeror will ensure that the professional resources or pools of potential professionals to be hired will have the skills, past experience and capability needed to implement their work methodology.

The proposal **must be clear** how their professional resources are collectively capable of achieving the following elements:

- Ensure high quality accurate translations from English text to ASL videos and French to LSQ videos respecting grammatical rules and structure, and that have linguistic and cultural clarity for the target audience;
- Ensure equivalence and congruence of message between ASL and LSQ translations;
- Ensure common look and feel between final videos.

Mandatory Criteria

Item #	Mandatory Criteria	Met / Not Met	Page / Paragraph Number
M1	<p>The Standing Offer Proposal must include the following sections:</p> <ul style="list-style-type: none"> A. Work Methodology <ul style="list-style-type: none"> ○ How Translations are Completed <ol style="list-style-type: none"> 1) Translation of text to sign language (English text to ASL and French text to LSQ); 2) video recording/production ; 3) video post-production (editing of sign language videos). ○ How High Quality and Congruency of Translation Videos is Ensured B. Professional Resources <ul style="list-style-type: none"> ○ Project Lead ○ Other Resources 		
M2	<p>The proposal must identify the name of the individual who will perform the role of Project Lead.</p> <p>The proposal must include a Curriculum Vitae for the Project Lead that demonstrates that they have at least 3 years of experience managing text to sign language translation projects and are capable of overseeing the translation of English text into ASL and French text into LSQ.</p>		

Rated Criteria

Offers will be evaluated against the point-rated criteria below. To be responsive, an offer must achieve a minimum score of 70% for each point-rated criteria.

Point-rated technical criteria

Point-rated technical criteria	Maximum Score	Minimum Score Required
R1. Work Methodology (Evaluates the proposal for how work will be carried out)	40	24
R2. Professional Resources Strategy (Evaluates the Offeror's strategy for ensuring that they have the professional resources needed to carry out the work.)	60	36
Maximum score	100	
Minimum technical score required		70

Description of point-rated technical evaluation criteria

The evaluation grid contains a series of evaluation criteria supported by four benchmark statements (A, B, C and D). Each of these statements has a corresponding relative value:

A = 0% of maximum score

B = 50% of the maximum score

C = 70% of the maximum score

D = 100% of the maximum score

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.1.2 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the

Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

5.1.3. Former Public Servants

Treasury Board Contracting Policy states: "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 the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. 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.
- e. "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.
- f. "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** ()

* Bidder (For greater clarity, the "Bidder" means the vendor legal entity (e.g. not a resource of the vendor legal entity).

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

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

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

Work Force 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;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

Treasury Board Contracting Policy states: "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."

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

6.2 Security Requirements

There are no security requirements associated with this requirement of the Standing Offer.

6.3 General Conditions

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services apply to and form part of the Standing Offer.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is twelve months starting at contract award of the Standing Offer Agreement.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional periods of 12 months each, under the same conditions and at the rates specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority at least 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.5. Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Cynthia Carty
Title: Senior Contracting Specialist
Employment and Social Development Canada
Contracting and Procurement
Address: 140 Promenade du Portage
Gatineau, Quebec, K1A 0J9

Telephone: 819-654-5925
Facsimile: 819-953-6859
Email Address: cynthia.carty@hrsdcc-rhdcc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2 Project Authority

The Project Authority will be identified in each call-up against the Standing Offer.

The Project Authority is the representative of the department of ESDC for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

6.5.3 Offeror's Representative

The Offeror's Representative for the Standing Offer is: (To be determined at the Standing Offer award)

Name: _____

Title: _____

Organisation: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

Email Address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

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 Call-up Procedures

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

6.8 Call-up Instrument

The work will be authorized and confirmed by the Project Authority using either the PWGSC 942, Call-up against a standing offer or the training registration form (copy attached in Annex C).

6.9 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) the call up instrument, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) the Offeror's offer dated _____ (*insert date of offer*).

6.10 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up instrument.

6.1 Statement of Work

The Contractor must perform the Work described in the call-up instrument.

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

[2010B](#) (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract, to the exception of:

1. Section 10 Invoice Submission, in its integrity;

6.3 Term of Contract

6.3.1 Period of the Contract

The Work must be completed in accordance with the schedule identified in the call-up instrument.

6.4 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

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.

6.5 Payment

6.5.1 Basis of Payment

The Contractor will be paid the firm all-inclusive hourly rates identified in Annex "B", Basis of Payment, for the work performed under the contract. Customs duties are included and the applicable taxes are extra.

6.5.2 Limitation of Expenditure

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.5.3 Method of Payment - 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.

6.5.4 Taxes – Foreign-based Contractor (if applicable)

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

6.6 Invoicing Instructions

6.6.1 Invoices must be submitted in the Contractor's name. The Contractor must submit monthly invoices; invoices must only apply to the Contract. Each invoice must indicate the work performed.

6.6.2 Invoices must show:

- a. the date, the name and address of the client, description of the Work, contract number, and financial code(s);
- b. details of expenditures (fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of applicable Taxes; and
- c. the extension of the totals, if applicable.

6.6.3 Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.

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

6.7 Intellectual Property

Canada to Own Intellectual Property Rights in Foreground Information

- **01** Interpretation
- **02** Disclosure of Foreground Information
- **03** Canada to Own Intellectual Property Rights in Foreground Information
- **04** License to Intellectual Property Rights in Background Information
- **05** Right to License
- **06** Access to Information; Exception to Contractor Rights
- **07** Waiver of Moral Rights

- Copyright (Re: 6.5)

01 Interpretation

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;

"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 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.

02 Disclosure of Foreground Information

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.
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.

03 Canada to Own Intellectual Property Rights in Foreground Information

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.

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) HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

(c) SA MAJESTÉ LA REINE DU CHEF DU CANADA (year)

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 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.

4. The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the Minister may require, and the Contractor shall, at Canada's expense, afford the 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.

04 License to Intellectual Property Rights in Background Information

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:
 1. for the use, operation, maintenance, repair or overhaul of the Work;
 2. 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;
 3. 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.

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 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.
3. Notwithstanding subsections 1 and 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.
4. The Contractor acknowledges that, subject to paragraph (c) of subsection 1, Canada may wish to award contracts for any of the purposes contemplated in subsections 1 and 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.
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 1 and 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.

05 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.

06 Access to Information; Exception to Contractor Rights

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.
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:
 1. 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;
 2. 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;

3. is independently developed by or for Canada; or
4. is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

07 Waiver of Moral Rights

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.
2. If the Contractor is an author of the Foreground Information referred to in subsection 1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

Copyright (Re: 6.5)

Copyright

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, but does not include computer programs and related software documentation.

"Moral Rights" has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42.

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:

(c) HER MAJESTY THE QUEEN IN RIGHT OF Canada (year)

or

(c) SA MAJESTÉ LA REINE DU CHEF DU CANADA(year)

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.
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.
5. The Contractor shall not use, copy, divulge or publish any Material except as is necessary to perform the Contract.
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.
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.

ANNEX "A"

STATEMENT OF WORK

Title

Request for Standing Offers: American Sign Language (ASL) and Langue des signes québécoise (LSQ) translation services.

Objectives

The goal of this Standing Offer is to have qualified offerors available on an as and when requested basis to translate various documents from text to ASL and LSQ for a series of ASL and LSQ videos to be used during public engagement on accessibility legislation as well as to translate government documents related to a variety of other activities.

Background Statement

The Honourable Carla Qualtrough, Canada's first Minister of Sport and Persons with Disabilities, has been mandated by the Prime Minister to lead an engagement process with Canadians, including Canadians with disabilities, provinces, territories, municipalities, and other stakeholders, that would inform new legislation that will transform how the Government of Canada addresses accessibility. Translation of text to ASL and LSQ videos is required to ensure the accessibility of this engagement process. Beyond the requirements for the public engagement, this Standing Offer will also be used to translate other government documents on a variety of topics from text to sign language.

Note that a standing offer is not a contract. A standing offer is an offer from a potential supplier to provide goods and/or services at pre-arranged prices, under set terms and conditions, when and if required. It is not a contract until the government issues a "call-up" against the standing offer. There is no contractual obligation on either party until a call-up is made. More information about standing offers can be found here: <https://buyandsell.gc.ca/for-businesses/the-procurement-process/standing-offers>

Scope

Employment and Social Development Canada (ESDC) intends to create a series of videos containing translations of text from English to ASL and French to LSQ required throughout a public engagement process. ESDC will make video recordings of these translations available to the public on a website developed for this engagement. The videos also may be distributed to Canadians on DVDs or other storage devices as required.

Over the course of this Standing Offer, it is estimated that ESDC will require the translation of text to sign language of between a total of 250 and 300 pages of text (125-150 pages in English and 125-150 pages in French). Most of the work is to be completed for Fall 2016 and early Winter 2017. In Summer 2017, it is planned that a report of 130 pages (65 English and 65 French) will also require translation to sign language.

This work will be completed through a series of call-ups against this Standing Offer to enter into contracts with offerors for specific translation tasks. It is anticipated that work for a typical call-up will require the translation of text to sign language of between 10 and 20 pages of text (5-10 pages in English and 5-10 in French). Based on past projects, it is expected that the work for each call-up would typically be completed within 4 to 5 weeks. The actual amount of time and effort required to complete each call-up will vary based on the volume of documents. The Offeror will be paid per each completed call-up based on the

hourly rates established by this Standing Offer for each of the three phases of work: 1) Translation of text to sign language (English text to ASL and French text to LSQ); 2) video recording/production (ensure accurate and quality recording of sign language translations); 3) video post-production (editing and final production of sign language videos).

The types of documents to be translated may include meeting agendas, video scripts, web text, short stories/personal profiles, questions, summaries, registration forms, blogs and tweets.

French and English translations of all written text will be provided to the Offeror in a standardized format (12 pt. font Arial; 1.5 line spacing; and 2.86 cm margins).

Video production services **will be provided by ESDC** in the National Capital Region.

The Offeror will work closely with video service professionals to advise them on technical aspects of filming and editing the videos (e.g. video length, where to make cuts, etc.). All decisions made about the translation video production will be done in consultation with the Offeror or an ESDC authorized project team member. Individual call-ups against this Standing Offer may usually require the filming of translations to ASL and LSQ to take place consecutively in one studio on different dates but occasionally require the filming to take place concurrently in two studios at the same time.

The Offeror's Project Lead and their professional resources will work with the video professionals, government staff and other individuals responsible for successfully completing this project.

Ensuring high quality

The key goal of this work is to produce high quality ASL and LSQ translations of the engagement materials for the population. The English-ASL/French-LSQ translations must respect the grammatical rules and structure of the target language (ASL/LSQ). The sequence of the original content may need to be reconfigured, without compromising message equivalency, to best respect and represent the linguistic features and discourse conventions of ASL/LSQ. The translations must have linguistic and cultural clarity for the target audience. The equivalence and congruence of the message between ASL and LSQ translations must also be ensured to be of the highest standard possible. Final videos are to have a similar look and feel.

The Offeror is responsible for reviewing videos for quality assurance purposes, providing guidance and feedback on the videos, and providing final approval to the video production team before the videos are submitted to the Project Authority.

Constraints

All professionals to work on each call-up must be available to work within the National Capital Region for the duration of the call-up without expense to the Project Authority.

**ANNEX B
DISCUSSION PAPER**



DISCUSSION PAPER
**F-P/T CONSULTATIONS ON THE
LABOUR MARKET TRANSFER AGREEMENTS**
June 2016

www.flmm.fmmt.ca

F-P/T CONSULTATIONS ON THE LABOUR MARKET TRANSFER AGREEMENTS DISCUSSION PAPER

CONTEXT

Current Labour Market Funding Arrangements in Canada

Employment and skills training programming and services in Canada are supported and delivered by both federal, provincial and territorial governments. The federal government provides almost \$3 billion annually to provinces and territories through four major bilateral transfer agreements to support training and employment programming for Canadians. The design and delivery of the programs and services funded under these agreements are the responsibility of provinces and territories. This includes programs and services for unemployed workers eligible for Employment Insurance (EI), individuals without recent or sustained labour market attachment (non-EI insured), low-skilled workers, employers, persons with disabilities, and older workers (*See Appendix 1 for details on specific agreements*).

In addition, the federal government designs and delivers federal programming for Indigenous Peoples, youth, and persons with disabilities. Provincial and territorial governments also dedicate significant investments to training, resulting in additional opportunities to support labour market needs.

The 2016 Federal Budget announced new investments for 2016-17 totaling an additional \$175 million. This is the first step in a plan to boost support for skills and training through the transfer agreements. To further ensure that these agreements continue to be relevant, flexible, and responsive to new and emerging labour market needs and priorities, the federal, provincial and territorial governments are collaboratively embarking on a process in summer 2016 to gather stakeholder input on these important investments.

The Changing Economic and Labour Market Context

Economies and labour markets throughout the country have gone through tremendous changes over the past twenty years. A shift to a more global, knowledge-based economy, along with shifting demographics and rapid technological advances are creating new opportunities and changing needs.

Rapid technological advances are impacting sectors that have historically anchored Canada's economy. The automation of knowledge work, mobile and cloud computing, the Internet of things, advanced robotics, autonomous vehicles and 3D printing are opening up new opportunities for start-ups as well as challenging established businesses to adapt. Further, as more cutting-edge technology becomes accessible, more and more Canadians are also creating their own jobs and becoming self-employed.

Employment growth is forecast to average 0.5 per cent in 2016 before rising to 0.8 per cent in 2017, which is below the current modest average of 1 per cent annual growth. Employment growth

further varies across provinces and territories, resulting in differences in employment prospects within regions and communities. At the same time, demographic trends are affecting the availability of workers, approaches to workforce development and human resources, and the ability to attract, expand and retain economic opportunities. The challenges of skills mismatches may become more intensified for under-represented groups who struggle with labour force attachment, poverty, a lack of education, skills or experience, and other barriers. The pursuit of new and innovative approaches to population growth, immigration, labour mobility, the labour force participation of Indigenous Canadians, of older workers, of persons with disabilities, of youth and others more distant from the labour market have become increasingly important as federal, provincial and territorial governments plan for and react to broader shifts in their labour markets.

The country's education and training systems are also being impacted by global economic shifts which are raising issues of labour mobility and the sustainability of rural communities, and challenging perceptions of good quality, high-paying, permanent jobs. More and more of Canada's GDP and export growth can be attributed to higher value trade in professional services, which tend to require higher levels of education. New trade agreements will inevitably create more opportunities for Canadian businesses, but they will also open the country up to more competition, putting Canada's labour productivity under increased scrutiny.

Canada's employment and skills training systems has evolved incrementally over the past twenty years into a complex arrangement of programs and services. In a vast country with a multitude of interconnected labour markets with distinct needs and challenges to address, flexibility, responsiveness and foresight are critical features to ensure the right mix of training and employment programming and services.

Consultation Purpose

Labour market transfer agreements support the design and delivery of provincial-territorial programs and services that respond to central daily concerns for Canadian workers, employers and governments, including:

- Finding and keeping a good job, supporting oneself and one's family and building a better future;
- Recruiting and retaining skilled employees who can help build and grow a business;
- Getting timely, reliable, accessible information on career prospects, job opportunities and available jobseekers;
- Ensuring individuals and employers are assisted to adjust to rapidly shifting labour market realities;
- Promoting access to employment and skills training programs and services to support the successful participation of underrepresented groups in the labour market, including persons with disabilities, youth, immigrants and Indigenous Canadians, while promoting broader economic and social inclusion;
- Strengthening connections between post-secondary and training institutions to ensure responsiveness to employers' needs, now and in the future; and,
- Building the resiliency of communities, promoting mobility, and adapting to changing economic and labour market conditions to better contribute to the prosperity of the country and its residents.

To inform current and future investments in employment and skills training programming and services funded through the labour market transfer agreements, in summer 2016, the federal, provincial and territorial governments are urging Canadians to share their views on how these agreements can better support labour market needs and achieve the desired outcomes of government investments. Governments will be consulting broadly with stakeholders, including organizations representing employers, jobseekers, students, service providers, underrepresented groups in the labour market, postsecondary and training institutions, think tanks, and individuals. In July and August 2016, a series of roundtables, federal, provincial and territorial-led public engagement sessions, and stakeholder submissions will take place.

KEY DISCUSSION THEMES

IMPACT (what do we need to do now)

Over the years, available results of the labour market transfer agreements have shown employment and skills training programs and services have had positive outcomes and impacts on clients, employers, and communities. While there are differences between the agreements, client types, and programs and services delivered, generally evidence suggests clients develop skills, get jobs, and maintain employment as a result of their participation. These findings demonstrate that programs and services funded under the labour market transfer agreements have been effective in meeting labour market objectives. At the same time, there is an opportunity to build on what is working well to further strengthen the effectiveness of these agreements in responding to varying labour market needs across the country.

To effectively support Canadians in preparing for, obtaining and keeping good jobs, governments need the right mix of programs and services, responsive to changing labour market conditions and able to address gaps and needs in the supply and demand for skills. To achieve these objectives, available programs and services need to be flexible, accessible and appropriately funded, facilitated by agreements that enable provincial and territorial governments to be responsive to regional and local needs while achieving mutually-agreed upon outcomes.

Ensuring that all Canadians are able to get the supports they need to return to and maintain employment is an interest shared by all orders of government. Eligibility provisions in the transfer agreements, however, channel funding to certain groups of unemployed workers. For instance, skills and training benefits under the LMDAs, the largest of the transfer agreements, are restricted to active and former EI claimants. Some stakeholders have called for a greater expansion of eligibility to help employers access a bigger pool of qualified workers, an initial program investment that could be offset over time by bringing into the labour force individuals who will be contributing to EI premiums once employed.

In past consultations, stakeholders have clearly stated that flexible training solutions are critical to support individual and employer needs that are responsive to local labour market contexts, which differ across the country. Supporting and drawing on the potential of a broad range of under-represented groups, including Indigenous Canadians, persons with disabilities, youth, recent immigrants and older workers, is also a shared priority for governments, with a recognition, in the face of demographic challenges, of the social and economic importance to advance their labour market inclusion. For instance, some jurisdictions with stronger economies may want to focus their training investments on those further from the labour market, supporting clients requiring pre-employment or more foundational training (i.e. essential skills) before attending formal or job-specific training. In other cases, the changing face of their economies means retraining skilled workers for new opportunities.

- Q1.** Given varied and changing labour market conditions, what should employment and skills training programs be trying to achieve and for whom?
- Q2.** Are current employment and skills training programs flexible enough to respond to the needs of a diverse workforce, e.g. vulnerable workers, youth, Indigenous Peoples, recent immigrants and others who need particular support? If yes, what in particular is working best, or how can these groups best be supported?
- Q3.** Are all Canadians, in particular jobseekers and potential jobseekers, aware of and able to access appropriate employment and training programs to find and/or keep a job? If yes, what in particular is working best? If not, who and why?
- Q4.** What are the employment and skills training needs that employers see as critical to address their workforce and economic objectives? What is the role of employers versus government?

INNOVATE *(future needs)*

Best practices, research and innovative ideas are critical to the ongoing process of improving the responsiveness, quality and effectiveness of employment and skills training programs and services. A measure of flexibility is needed in the labour market transfer agreements in order to allow for this innovation. Only one of the four major agreements provides for funding to be dedicated for innovation or research activities.

This being said, in recent consultations, stakeholders have made clear their support for innovation, indicating an interest in more funding being dedicated to test and evaluate different training approaches. In addition, there was interest in the establishment of and better coordination of existing centres of excellence to help groups, including those marginalized or underrepresented in the workforce, get the best support and encourage research and the sharing of best practices, both domestic and international.

To adapt and respond to a changing labour market, research, pilot projects and innovative ideas and practices will need to be further encouraged and invested in. As labour markets evolve over time, it is also essential for governments and stakeholders to develop and effectively share best practices and new ideas, making best use of available resources and lessons learned to be nimble and respond to emerging trends.

- Q5. What innovative approaches and partnerships could be used to address emerging issues and needs in the labour market?
- Q6. How could employment and skills training programs be more responsive? (e.g. changing nature of work, increasing entrepreneurship, diverse workforce)

INFORM (what do we know)

Information is critical to achieving the objectives of employment programs and services in Canada. Information about labour market functioning, population changes, stakeholder priorities, concerns of average Canadians, and outcomes achieved from a pan-Canadian, provincial and territorial, and regional perspective helps to inform decisions on funding, program design, and service delivery that address local labour market realities.

In past consultations, stakeholders have stated government support for high quality and accessible labour market information (LMI) that is timely, detailed, and available at the local level is necessary to support evidence based programming and planning decisions.

Taking a pan-Canadian leadership role in advancing this objective will be the Federal, provincial, and territorial LMI Council of Canada, supported by a National Stakeholder Advisory Panel, which will advise governments on a range of LMI priorities including how to complement existing LMI, and develop innovative tools and ways of using LMI to support evidence-based decisions.

Improvements have also been made in recent years in stakeholder engagement to inform priority-setting and planning, as partners in the labour market. Federal, provincial, and territorial governments agree on the need and value in engaging relevant stakeholders to inform decision-making, from identifying priorities to designing and evaluating programs.

Canadian tax payers and premium payers who fund these programs and services also have an interest in information about outcomes achieved, the impacts of programming and whether the investments are providing value for money. Reporting has been streamlined in the past years across a number of transfers, but stakeholders demand better public reporting, requiring more transparent and meaningful indicators, comparable, where possible, across jurisdictions, to better understand program impacts and inform future investments.

- Q7.** What kinds of labour market information are most valuable in supporting planning and informed decision making? This could include:
- Information to support career planning for a jobseeker; or
 - Information for employers to support workforce development needs.
- Q8.** What forms of engagement with stakeholders work best? What approaches to outreach might be considered to improve the sharing of information between labour market partners?
- Q9.** What information do Canadians need to better understand the outcomes of investments in employment and skills training programs?

APPENDIX 1 - LABOUR MARKET TRANSFER AGREEMENTS

Labour Market Development Agreements (LMDA):

- The federal government provides \$2.1 billion in annual funding for the LMDAs, funded by EI premiums. The federal Budget 2016 has announced an additional \$125 million for these agreements.
- Provincial and territorial governments utilize LMDA funding to help unemployed Canadians find and return to work, and to assist in developing a skilled labour force that meets current and emerging labour market needs.
- Under the LMDAs, Employment Benefits enable current and former Employment Insurance (EI) recipients to gain skills and work experience through a combination of interventions such as training and wage subsidies. LMDAs also support the provision of employment assistance services, such as employment counselling and job search assistance, for all unemployed Canadians.

Canada Job Fund Agreements (CJF):

- The Job Fund Agreements provide \$500 million in annual federal funding to provinces and territories to support programs and services for all Canadians to access training and supports to participate in the labour market. Provinces and territories will receive an additional \$50 million in 2016-17 to invest in labour market programming.
- Job Fund Agreements support programming for unemployed individuals as well as low skilled existing workers who need training or supports to maintain or find a new job. The Job Fund Agreements also provide funding to employers to support training of new hires and existing workers under the Job Grant program¹.

Labour Market Agreements for Persons with Disabilities (LMAPD):

- The LMAPDs are cost-shared agreements that support programs and services to improve the employment situation of Canadians with disabilities by enhancing employability and/or increasing available employment opportunities. Provinces and territories receive \$222 million in annual federal funding to conduct programming for Canadians with disabilities.
- This funding supports programs and services that are designed and delivered by provinces and territories up to a maximum amount specified in each agreement, which is matched by each jurisdiction.

¹ Given its specific labour market partnership system and the various measures already established to support employer participation in workforce training and to improve alignment between training and labour market needs, Québec does not implement the Canada Job Grant.

Targeted Initiative for Older Workers (TIOW):

- TIOW is a federal-provincial/territorial cost-shared initiative designed to help unemployed older workers living in small, vulnerable communities of 250,000 or less by providing them with the skills and training they need to improve their employability and reintegrate into the labour market. The federal government provides \$25 million in annual funding to provinces and territories who design and deliver TIOW projects that meet their local labour market situations and clients' needs.
- In partnership with communities affected by high unemployment, significant downsizing/closures, unfulfilled employer demand and/or skills mismatches, TIOW provides a range of employment assistance services, such as resumé writing, counselling interview techniques and job search assistance as well as employability improvement activities, such as skills upgrading, work placements and preparation for self-employment

ANNEX C Call-Up Form

Clear Data - Effacer l'information



Public Works and Government
Services Canada

Travaux publics et Services
gouvernementaux Canada

Call-up Against a Standing Offer

Commande subséquente à une offre à commandes

Ship to - Expédier à	Consignee Code Code destinataire
	Postal Code Code postal

To the supplier: The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.

Au fournisseur: L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.

Security: The call-up includes security provisions.

Sécurité : La demande comprend des exigences en matière de sécurité.

NO YES If YES, attach a SRCL to the call-up
NON OUI Si OUI, joindre une LVERS à la demande

Invoices must be sent in accordance with - Les factures doivent être envoyées selon :

The detailed instructions in the standing offer The address shown in the "Ship to" block
Les instructions détaillées dans l'offre à commandes L'adresse indiquée dans la case « Expédier à » Special instructions below
Les instructions particulières ci-dessous

Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers.

Financial Code(s) - Code financier(s)

Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.

Standing Offer No. - N° de l'offre à commandes

Requisition No. - N° de demande
Order. Off. - Bur. dem. YY - AA Serial No. - N° de série

Client Reference No. (optional)
N° de référence du client (facultatif)

The representative of the Identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement.
Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.

Amendment No. N° de modification	Previous Value (\$) Valeur précédente (\$)	Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)	Total estimated expenditures or revised Total des dépenses estimatives ou révisées
02			

Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article	U. of l. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)

Special Instructions - Instructions particulières

Total

For further information, call - Pour renseignements supplémentaires, contacter		Delivery required by - Livraison requise le	
Name - Nom	Telephone No. - N° de téléphone	(YYYY-MM-DD)	(AAAA-MM-JJ)
For internal purposes only - Pour usage interne seulement		Approved for the Minister - Approuvé pour le Ministre	
Pursuant to subsection 32(1) of the <i>Financial Administration Act</i> , funds are available. En vertu du paragraphe 32(1) de la <i>Loi sur la gestion des finances publiques</i> , des fonds sont disponibles.			
Signature (Mandatory - Obligatoire)	Date (YYYY-MM-DD - AAAA-MM-JJ)	Signature (Mandatory - Obligatoire)	Date (YYYY-MM-DD - AAAA-MM-JJ)

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Requisition No. - N° de demande			Client Reference No. (optional)		Page
Order. Off.	Bur. dem.	YY - AA	Serial No. - N° de série	N° de référence du client (facultatif)	

Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article	U. of l. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)