



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

**Parks Canada Agency
Bid Receiving Unit
111 Water Street East
Cornwall ON K6H 5R5**

BID FAX: 1-877-558-2349

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Parks Canada Agency
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 or attached hereto, the supplies and services listed herein or on any attached sheets at the price(s) set out therefore.

Proposition à : l'Agence Parcs Canada
Nous offrons par la présente de vendre à sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les articles et les services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**THIS RFP CONTAINS A
SECURITY REQUIREMENT**

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

| | |
|--|---|
| Title-Sujet | |
| Development and delivery of ATIP Awareness Training Sessions | |
| Solicitation No. - N° de l'invitation 5P300-16-5442 | Date November 29, 2016 |
| GETS Reference No. – N° de référence de SEAG | |
| Client Reference No. – N° de référence du client | |
| Solicitation Closes L'invitation prend fin at – à 2 :00 p.m. on – le January 10, 2017 | Time Zone Fuseau horaire - Eastern Standard Time (EST) |
| Address Inquiries to: - Adresser toute demande de renseignements à : Céline Morin (celine.morin@pc.gc.ca) | |
| Telephone No. - No de téléphone 613-938-5940 | Fax No. – N° de FAX: |
| Destination of Goods, Services, and Construction: Destinations des biens, services et construction : See herein | |
| Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur : | |
| Telephone No. - N° de téléphone : | |
| Facsimile No. - N° de télécopieur : | |
| Email – Courriel : | |
| Name and title of person authorized to sign on behalf of the Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie) | |
| _____ | _____ |
| Name/Nom | Title/Titre |
| _____ | _____ |
| Signature | Date |

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

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** (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to the Parks Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Bids transmitted by facsimile to Parks Canada will be accepted. FAX NUMBER: 1-877-558-2349.

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 FPSs, 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.

"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 FPSs 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.

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.

Name of bidder

Signature

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than FIVE (5) work 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 Quebec.

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

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

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

In 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

| Mandatory technical criteria | MET Y/N | If yes, please provide details and reference to proposal document. |
|--|------------|--|
| M1 The proposed individual must have at least 8 years of experience (acquired in the last 12 years) in the preparation and the delivery of training on the <i>Access to Information Act</i> and the <i>Privacy Act</i> . | | |
| M2 For consistency purposes, the <u>same individual</u> must conduct ALL sessions. | | |
| M3 The company must possess consistent experience in managing projects on a national level. Please provide two (2) examples of previous projects. | | |

4.1.1.2 Rated Technical Criteria

| | | Nbre de points disponibles | Note de passage |
|----|--|----------------------------|-----------------|
| R1 | <p>EXPERIENCE</p> <p>Years of relevant and recent experience of the proposed individual in the delivery of Access to Information and Privacy training.</p> <p>8 - 10 years (20 points)</p> <p>More than 10 years (30 points)</p> | 30 | 20 |
| R2 | <p>KNOWLEDGE</p> <p>The proposed individual demonstrates knowledge in :</p> <ul style="list-style-type: none"> • <i>the Access to Information Act; and</i> • <i>the Privacy Act.</i> | 20 | 10 |
| R3 | <p>PROPOSED APPROACH AND METHODOLOGY</p> <p>The company's submission answers the following :</p> <ul style="list-style-type: none"> • the approach to be used, described in detail; • the main stages of completion; • the expected results; • the deadlines that are realistic; • the roles and responsibilities. <p>The methodology takes into consideration the following elements:</p> <ul style="list-style-type: none"> • is adapted to the operational reality of the Agency; • is clear, complete and contains sufficient details; • responds and conforms to the statement of work; • contains quality checks on deliverables; • demonstrates an efficient use of available resources. | 20 | 10 |
| | Total des points | 90 | 50 |

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum points specified for each criterion for the technical evaluation; and
 - d. obtain the required minimum number of 50 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 90 points

2. Bids not meeting (a), (b), (c) and (d) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **80 %** for the technical merit and **20 %** for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of **80 %**.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **20 %**.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates **an example** where all three bids are responsive and the selection of the contractor is determined by a **60/40** ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

| | | Bidder 1 | Bidder 2 | Bidder 3 |
|--------------------------------|------------------------------|-----------------------------|----------------------------|----------------------------|
| Overall Technical Score | | 115/135 | 89/135 | 92/135 |
| Bid Evaluated Price | | \$55,000.00 | \$50,000.00 | \$45,000.00 |
| Calculations | Technical Merit Score | $115/135 \times 60 = 51.11$ | $89/135 \times 60 = 39.56$ | $92/135 \times 60 = 40.89$ |
| | Pricing Score | $45/55 \times 40 = 32.73$ | $45/50 \times 40 = 36.00$ | $45/45 \times 40 = 40.00$ |
| Combined Rating | | 83.84 | 75.56 | 80.89 |
| Overall Rating | | 1st | 3rd | 2nd |

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 Precedent to Contract Award

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

5.1.1 Integrity Provisions - Associated Information

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

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 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.

5.1.3.2 Education and Experience

5.1.3.2.1 *SACC Manual* clause [A3010T](#) (2010-08-16) Education and Experience

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 The following security requirements apply and form part of the Contract.

1. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by PCASD.
2. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of PCASD.
3. The Contractor/Offeror must comply with the provisions of the [Industrial Security Manual](#) (Latest Edition).

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) (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](#) (2016-04-04), 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 Work is to be performed during the period from award of Contract to May 12, 2017.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Céline Morin
Advisor
National Contracting Services
Parks Canada Agency
111 Water Street East
Cornwall ON K6H 6S3

Telephone 613-938-5940
Facsimile 866-246-6893
celine.morin@pc.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 Project Authority

The Project Authority for the Contract is: *(will be provided upon Contract award)*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : ___ ___ _____
Facsimile: ___ ___ _____
E-mail address: _____

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

6.5.3 Contractor's Representative *(bidders please fill in and include in your bid)*

Contact Name:

Address:

Telephone:

Facsimile:

E-mail address:

Procurement Business Number (PBN): _____

Or HST Number: _____

Instruction on how to obtain a Procurement Business Number (PBN)

Canadian Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website at: <https://buyandsell.gc.ca>. For non- Internet registration, Bidders may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

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, as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$_____ (**will be inserted upon Contract award**). Travel costs are included. Customs duties are included 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 \$ _____. (*will be inserted upon Contract award*). Customs duties are included 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 Travel and Living Allowance

A maximum travel and living allowance of \$25,000.00 (taxes included) will be provided to the Contractor.

6.7.4 Payments

Canada will pay the Contractor 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 delivered has been accepted by Canada.

6.8 Invoicing Instructions

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

The original and one (1) copy must be forwarded to the following address for certification and payment:

Parks Canada
30 Victoria Street (PC-5-C)
5th Floor, Office 6
Gatineau QC J8X 0B3
The contact person's name will be provided upon contract award.

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 Quebec.

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 (2016-04-04), Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (*will be inserted upon Contract award*)

6.12 SACC Manual Clauses

A7017C (2008-05-12) Replacement of Specific Individuals
A9068C (2010-01-11) Government Site Regulations
G1005C (2016-01-28) Insurance – No Specific Requirement

7.0 Basis for Canada's Ownership of Intellectual Property

The Parks Canada Agency has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#): the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

ANNEX "A"
STATEMENT OF WORK

ANNEX A

STATEMENT OF WORK – ATIP AWARENESS PROGRAM

1.0 Project Title

Development and delivery of Access to Information and Privacy Awareness Program

2.0 Purpose

To prepare and deliver ATIP Awareness Sessions to the following target audiences:

- Executives
- Management Teams
- Issues Managers, Media and Stakeholder Relations
- Senior Advisors
- ATIP Liaisons and Executive Assistants

3.0 Description and Scope of Work

The contractor will be required to prepare and deliver a series of ATIP Awareness Sessions to Parks Canada employees at National Office (Gatineau, QC) and at 34 Field Units across Canada. Up to a total of 40 sessions will be required as follows:

34 Field Units across Canada = 34 Sessions (by May 12, 2017) *participating in joint training
National Office = 6 Sessions (by March 10, 2017)

Total Number of Sessions: Up to 40

*** The number of sessions might be subject to change.

*** List of National Office Business Areas and 34 Field Units (see Appendix A).

4.0 Course Content:

4.1 ACCESS TO INFORMATION ACT

- The *Access to Information Act* – Overview
- Right of Access – Overview
- Issues and Sensitivities
- What is a Record?
- Recommendations Received
- Timeframes for Access to Information Requests
- Extensions Beyond the 30 calendar days
- Requester's Identity
- Duty to Assist
- The Exceptions and Exclusions
- Mandatory and Discretionary Exemptions
- Injury and Class Test
- Obstructing Access
- Cabinet Confidences
- Right of Complaint
- The Parks Canada Agency's ATIP Process
- Roles and Responsibilities (Senior Management / OPIs / ATIP Liaisons / ATIP Office)
- IM issues in response to ATIP Requests

4.2 PRIVACY ACT

- The *Privacy Act* – Overview
- Right of Access – Overview
- What is Personal Information?
- What is a Record?
- Timeframes for Privacy Requests
- Duty to Assist
- The Exceptions and Permissible Disclosures
- Protecting Personal Information
- Right of Complaint
- Corrections and Notations
- What is a Privacy Impact Assessment
- What is a Personal Information Bank
- Privacy Breach – General Overview

5.0 Deliverables

To deliver Access to Information and Privacy (ATIP) Awareness Sessions to Parks Canada employees at National Office and at 34 Field Units across Canada.

ATIP Training as follows and will include course material:

- 2-day training:
 - o 1 ½ day on the *Access to Information Act* (1 day overview and ½ day applying exemptions/exclusions)
 - o ½ day on the *Privacy Act*

6.0 Reporting Requirements

Contractor will be reporting directly to the Agency's Access to Information and Privacy Coordinator during the course of the contract.

7.0 Responsibilities of Contractor

7.1 Contractor will be responsible for developing and adapting training materials and case studies. These will be reviewed and approved by the Project Authority before the sessions begin.

7.2 Contractor will be required to develop materials and provide sessions in both official languages.

7.3 Contractor will be responsible for making his/her own travel and accommodation arrangements.

8.0 Responsibilities of Parks Canada

8.1 The Agency's ATIP Office will be responsible for providing the contractor with details surrounding registration of participants, dates and locations.

8.2 All participants will have followed the Government of Canada ATIP online training prior to the 2-day session.

9.0 Travel

A maximum travel allowance of \$ 25,000 will be provided to the contractor to cover travel and accommodation costs.

10.0 Period of the contract

From contract award to May 12, 2017.

ANNEX "B"

BASIS OF PAYMENT

1. Bidders must provide pricing, in their financial bid, in the format specified in this Annex "B" – Basis of Payment.
2. The Bidder must submit an all-inclusive per diem rate, including any additional travel and living costs above the maximum allowance of \$25,000.00, if applicable, as per the requirement detailed in Annex "A" -Statement of Work. GST/HST is excluded.
3. *The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.
4. Price Breakdown - Bidders must provide a detailed price breakdown of the total price submitted (per diem fees for professionals, administrative costs, travel costs, supplies and other project-related costs, as applicable) as well as a proposed payment schedule. Please attach an additional sheet(s) for the price breakdown.

CONTRACT PERIOD - From Award of Contract to May 12, 2017

| | (A) | (B) | (C) | (D) |
|---|-------------------------------------|----------------------------------|----------------------------------|--------------------------------|
| Item | Description | *Estimated Number of <u>Days</u> | Firm all-inclusive per diem rate | Total Estimated Cost (B) x (C) |
| 1 | Delivery of 2-day training sessions | 80 (40 sessions x 2) | \$ _____//day | \$ _____ |
| 2 | Maximum Travel and Living Allowance | | | \$ 25,000.00 |
| Estimated Total Bid (Taxes excluded) | | | | \$ _____ (Item 1 + item 2) |

DEFINITION OF A DAY/PRORATION

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours}}$$

Contractor Name: _____ **Signature:** _____ **Date:** _____

ANNEX "C"

ATTESTATION FORM

The following form must be completed and signed prior to commencing work on Parks Canada Sites.

Attestation and Proof of Compliance with Occupational Health and Safety (OHS)

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the *Canada Labour Code* and the *Canada Occupational Health and Safety Regulations* are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

| | | |
|--|---------|---------------------|
| Parks Canada Responsible Authority/Project Lead | Address | Contact Information |
| Project Manager/Contracting Authority (delete as required) | | |
| Prime Contractor | | |
| Subcontractor(s) (add additional fields as required) | | |
| Location of Work | | |
| General Description of Work to be Completed | | |

ATTESTATION FORM (CONT'D)

Mark "Yes" where applicable.

| | |
|--|--|
| | A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s) |
| | The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety. |
| | The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing. |
| | The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times. |
| | The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees. |
| | The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work. |
| | Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death. |
| | The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site. |

I, _____ (contractor), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

Name _____

Signature _____

Date _____