**REQUEST FOR PROPOSAL (RFP)** 

FOR THE REQUIREMENT OF

STANDARD FIRST AID & CARDIPULMONARY RESUSCITATION (CPR) TREATMENT TRAINING

FOR

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

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#### **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form ad any other annexes.

#### 1.2 Summary

1.2.1 Public Works and Government Services Canada (PWGSC) wishes to obtain the services of an organization specializing in standard First Aid and Cardiopulmonary Resuscitation (CPR) for the National Capital Region, to provide training to PWGSC personnel for a period of two 2 years plus three (3) additional one (1) year options. The organization must provide qualified instructors to teach the most recent First Aid and CPR techniques approved by the Minister of Labour with Part XVI of the Canada Occupational Health and Safety Regulations section 16.12 (2 <u>http://laws-lois.justice.gc.ca/fra/reglements/DORS-86-304/</u>, and the National Joint Council's Occupational Health and Safety Directive in both official languages , <u>http://www.njc-cnm.gc.ca/directive/index.php?hl=1&lang=fra&merge=2&sid=268</u>. (<u>http://www.travail.gc.ca/fra/sante\_securite/index.shtml</u>.

The training is to ensure that PWGSC First Aid Attendants, as designated by Supervisors and Managers in charge of worksites, in consultation with Workplace Health and Safety Committees or Representatives are trained to give on-site Standard First Aid and Cardiopulmonary Resuscitation (CPR) during emergency situations.

1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website".

### 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> 2020-05-28 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 90 days

#### 2.1.1 SACC Manual Clauses

SACC Manual Clause B9028C (2007-05-25), Access to Facilities and Equipment

#### 2.2 Submission of Bids

Bids must be submitted via email only to <u>anne.samson@tpsgc-pwgsc.gc.ca</u> by the date and time indicated on page 1 of the bid solicitation.

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

#### 2.3 Former Public Servant – Competitive Bid

This clause is to identify any bidder who may be a former public servant for:

- a. approval purposes when the successful bidder is a former public servant in receipt of a pension paid under the *Public Service Superannuation Act*;
- b. the application of the \$5,000 contract fee limit, including Applicable Taxes, when the successful bidder is a former public servant, including former members of the Canadian Forces and the Royal Canadian Mounted Police, in receipt of a lump sum payment pursuant to a work force adjustment program; and
- c. to advise the successful bidder that the published proactive disclosure reports will include information to indicate if the successful bidder is a former public servant in receipt of a <u>Public</u> <u>Service Superannuation Act</u> (PSSA) pension.

Providing this information is a condition precedent to contract award as opposed to a mandatory requirement for evaluation purposes.

For more information, consult sections <u>3.90 Former Public Servants</u> and <u>7.65 Proactive Disclosure</u> of the <u>Supply Manual</u>.

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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension</u> <u>Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

#### **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.

#### 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

#### 2.5 Applicable Laws

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

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

### 2.6 Improvement of Requirement During Solicitation Period

SACC Manual Clause A9076T (2007-05-25) - Improvement of Requirement During Solicitation Period

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

#### 3.1 Bid Preparation Instructions

SACC Manual Clause 2003 (2019-03-04) - Standard Instructions - Goods or Services - Competitive Requirements

Canada requests that the Bidder submits its bid in separate document sections as follows:

Section I: Technical Bid (1 electronic copy) Section II: Financial Bid (1 electronic copy) Section III: Certifications (1 electronic copy) Section IV: Additional Information (1 electronic copy)

Prices and references must appear in their associated sections only. No prices or references must be indicated in any other section of the bid.

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

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

#### NOTE:

The PWGSC email attachment size limit is 10MB. Emails exceeding 10MB will not be received. Bidders may split their submitted content into multiple emails by identifying, for example 1 of 3, 2 of 3, etc.

It is the sole responsibility of the Bidder to ensure a timely submission of their bid is made. Canada will not be responsible for late bids received at destination after the closing time, even if it was submitted before.

#### Section I: Technical Bid

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

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

#### Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

#### 3.1.2 Exchange Rate Fluctuation

SACC Manual Clause C3011T (2013-11-06), Exchange Rate Fluctuation

#### 3.1.3 SACC Manual Clauses

#### Payment of Invoices by Credit Card

Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

#### Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

### Section IV: Additional Information

**3.1.4** The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

### 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

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

- a) The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute "demonstrated" for the purpose of the evaluation.
- b) The Bidder must clearly demonstrate in the proposal how the experience was gained, supported by resumes and any necessary supporting documentation.
- c) The Bidder must provide complete details where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more engagements or experience overlap, the duration of the common to each engagement/experience will not be counted more than once.
- d) It is recommended that the Bidder include a grid in their proposals, cross-referencing statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by and of itself DOES NOT constitute demonstrated evidence. As stated in bullet 'B" above, the resumes and supporting documentation will be accepted as evidence.

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

ltem No	Mandatory Technical Criterion	Bid Preparation Instructions
MT1	The Bidder must provide a copy of the certificate from an approved organization to demonstrate that the bidder is certified to deliver Standard First Aid/CPR courses according to the Canada Occupational Health and Safety Regulations, Part XVI, Sect.16.12(1). http://www.labour.gc.ca/eng/health_safety/prevention/first_aid.shtml	The bidder must provide a copy of the certificate/letter issued by the Minister of Labour or provincial or territorial recognized organization.
MT2	The bidder must provide its course outline and content for the Standard First Aid and	To demonstrate that the bidder's course content includes the subject covered by

### Table 1 – Mandatory Technical Criteria (MT)

Item No	Mandatory Technical Criterion	Bid Preparation Instructions
	CPR courses it will deliver under the resulting contract in both French and English which must be in accordance to the Schedule V of the Canada Occupational Health and Safety Regulations. <u>http://laws-</u> <u>lois.justice.gc.ca/eng/regulations/SOR-86-</u> <u>304/page-95.html#h-259s</u> , section 16.2 (2).	<ul> <li>Schedule V, the bidder must submit a detailed description of its Standard First Aid and CPR course that includes: <ol> <li>Training goals and learning objectives;</li> <li>Instructors manuals and resources such as videos, PowerPoint DEC, in both official languages;</li> <li>Student material, including handouts, in both official languages;</li> <li>Performance criteria used for each learning objective and how they are assessedd.</li> </ol> </li> </ul>
MT3	The Bidder must provide a minimum of three Client Reference Summaries that describe the Bidders experience within the last 5 years providing Standard First Aid and CPR Training. Each reference must be for the delivery of a minimum of 22 courses per year in French and/or English for classes with 22 students or more for each engagement.	<ul> <li>For each client reference summary, the following information must, at a minimum, be provided: <ol> <li>Name of client organization and name of the client reference;</li> <li>Telephone number and email address of the client reference.</li> <li>Full description of the courses delivered.</li> <li>Number of courses delivered for the same client in one year.</li> <li>Language of course delivery for each engagement.</li> <li>Total amount of students in each class for each course delivered.</li> </ol> </li> </ul>
MT4	<ul> <li>The Bidder must propose four (4) different resources, as follows:</li> <li>1) Four (4) bilingual Instructors or two (2) French instructors and two (2) English instructors.</li> </ul>	<ul> <li>The bidder must provide the following information for each proposed resource;</li> <li>1) The Bidder must provide the name of the proposed candidates.</li> <li>2) The Bidder must state the proposed candidate's Security Clearance level and provide the certificate number and expiry date. The proposed resources must have a minimum of "Enhanced Reliability" at the time of RFP closing.</li> <li>3) The Bidder must describe the proposed candidate's capability to fluently read, write and speak French and English.</li> <li>4) The Bidder must describe the proposed candidate's formal education and training. The response must demonstrate that the proposed</li> </ul>

ltem No	Mandatory Technical Criterion	Bid Preparation Instructions
		<ul> <li>candidate is a certified First Aid &amp; CPR instructor. A copy of all certifications must be provided.</li> <li>5) The Bidder must provide three (3) client Reference Summaries that describe the proposed candidate's general work experience as it relates to this requirement.</li> <li>6) The response must demonstrate that the proposed candidate has a minimum of 5 years cumulative experience, up to the date the RFP was issued, performing all of the elements of work specified in this SOW.</li> </ul>
		The bidder must present each proposed resource's experience in chronological order, including time frames by month and year (e.g. MM/YY). Experience from overlapping time periods from concurrent training will only be counted once. In the event that a bidder proposes more than the resources requested, only the required number of resources, will be evaluated in order they are presented in the bidder's response.
MT5	Each proposed instructor provided in the bidder's response to MT4, must have delivered a minimum of eight (8) Standard First Aid and CPR courses since January 1, 2009.	<ul> <li>The bidder must provide the following information for each of the proposed resources: <ol> <li>Training delivery date (month/year) including duration in days.</li> <li>Client contact information (name of organization, contact name, telephone, email address).</li> <li>Language of Training the resource delivered the course.</li> </ol></li></ul>
MT6	<ul> <li>The bidder must provide a detailed description of its Quality Assurance</li> <li>System for the delivery of its First Aid and CPR training Program.</li> <li>At a minimum the bidder must provide details on the following; <ol> <li>Record Keeping Standards</li> <li>Keeping up-to-date and implementing changes</li> <li>Instructor Training, Evaluation and Certification</li> </ol> </li> </ul>	<ul> <li>To demonstrate compliance, the bidder must provide a detailed description of the following component of its Quality Assurance System.</li> <li>1) The bidder must provide information on its policy and practices for keeping records.</li> <li>2) The bidder must provide its plan for implementing changes that may be required due to revisions to the First</li> </ul>

Item No	Mandatory Technical Criterion	Bid Preparation Instructions
	4) Student Evaluation Processes	<ul> <li>Aid and CPR Standards, knowledge or technology.</li> <li>3) The bidder must provide a description of the processes used to maintain instructor qualifications and certifications required to deliver the First Aid and CPR courses as outlined in this SOW.</li> <li>4) The bidder must provide a description of the processes used to evaluate students at the completion of the First Aid and CPR courses as outlined in this SOW.</li> </ul>

#### 4.1.2 Financial Evaluation

#### 4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid

#### 4.2 Basis of Selection – Lowest Evaluated Price

#### 4.2.1 Mandatory Technical Criteria

SACC Manual Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

The responsive bid with the lowest evaluated price will be recommended for award of a contract.

### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

#### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

#### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.2 Status and Availability of Resources

SACC Manual clause <u>A3005T</u> (2010-08-16), Status of Availability of Resources

### 5.2.3.3 Education and Experience

SACC Manual clause A3010T (2016-08-16), Education and Experience

### PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

#### 6.1 Security Requirements

- **1.** At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- For additional information on security requirements, Bidders should refer to the <u>Contract Security</u> <u>Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

#### 6.2 Insurance Requirements

Please refer to the Annex "D".

#### **PART 7 - RESULTING CONTRACT CLAUSES**

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

#### 7.1 Statement of Work

The Work to be performed is detailed under the Annex A of the resulting contract clauses.

#### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### 7.2.2 Supplemental General Conditions

4010 (2012-07-16), Services - High Complexity apply to and form part of the Contract.

#### 7.3 Security Requirements

#### 7.3.1 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

Public Service and Procurement Canada file #common-professional services security requirement check list #6, PWGSC FILE No. 10070315

- 1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS), issued by the CSP of the ISS, PSPC
- 2. The contractor/offeror personnel requiring access to protected information, assets or sensitive work site(s) must each hold a valid reliability status, granted or approved by the CSP/ISS/PSPC
- 3. The contractor/offeror must not remove any protected information or assets from the identified work site(s), and the contractor/offeror must ensure that its personnel are made aware of and comply with this restriction
- 4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of the CSP/ISS/ PSPC
- 5. The contractor/offeror must comply with the provisions of the:
  - a. Security Requirements Check List attached at Annex
  - b. Industrial Security Manual (Latest Edition)

- **7.3.2** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.
- **7.3.3** The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Contractor and individuals hold a valid security clearance at the required level.

#### 7.4 Term of Contract

#### 7.4.1 Period of the Contract

The Period of the Contract is from Contract award to two (2) years later, inclusively.

#### 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least **thirty (30)** calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 7.5 Authorities

#### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Anne Samson Supply Specialist, Departmental Material and Acquisition Services Finance and Administration Branch Public Works and Government Services Canada 300 Laurier Ave, LEL West Tower, 9th Floor, station 9112 Ottawa, On, K1A 0S5 Telephone: 873-354-7422 E-mail address: anne.samson@pwgsc-tpsgc.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.

### 7.5.2 Project Authority

The Project Authority for the Contract is: (will be added at the 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.

#### 7.5.3 Contractor's Representative (will be added at the Contract Award)

The Contractor's Representative for the Contract is:

Name:	
Title:	_
Organization:	
Address:	
Telephone:	
Facsimile:	
E-mail address:	

#### 7.6 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 <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

#### 7.7 Basis of Payment

#### 7.7.1 Basis of Payment

See Annex B for details

#### 7.7.2 Limitation of Expenditure

C6001C (2013-04-25) Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. 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.

### 7.7.3 Terms of Payment -

SACC Manual Clause H1008C (2008-05-12) Monthly Payment

#### 7.7.4 Discretionary Audit

SACC Clause C0100C (2010-01-11), Discretionary Audit - Commercial goods and/or Services.

#### 7.8 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. Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. a copy of the monthly progress report.
- 3. Invoices must be distributed as follows:
  - a. The original must be forwarded to Project Authority identified under the section entitled "Authorities" of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### 7.9 Certifications and Additional Information

#### 7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

#### 7.10 Applicable Laws

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

### 7.11 **Priority of Documents**

If there is a discrepancy between the wordings 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 supplemental general conditions 4010 (201-07-16), Services High Complexity
- (c) the general conditions 2035 (2018-06-21) Higher Complexity Services
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Insurance Requirements;
- (h) the Contractor's bid dated \_\_\_\_\_, (insert date of bid).

### 7.12 Foreign Nationals (Canadian Contractor)

SACC Manual clause <u>A2000C</u> (2006-06-16) Foreign Nationals (Canadian Contractor)

#### 7.13 Insurance

Please refer to Annex D.

#### 7.14 Limitation of Liability

- 1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
- 2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$2,000,000. This limit applies not only to damages to Canada, but also limits the amount that the Contractor must reimburse to Canada if Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor. This limitation of the Contractor's liability does not apply to:
  - a. any infringement of intellectual property rights; or
  - b. any breach of warranty obligations.
- 3. Despite the above, this article does not require Canada to reimburse the Contractor for amounts that the Contractor is required by law to pay directly to any third party, even if those amounts are for damages that relate to the Contractor's performance of or failure to perform the Contract. Canada is not required to defend the Contractor against any third party claims made directly against the Contractor, even if Canada is also a party to the litigation.

### ANNEX"A"

#### Statement of Work

### 1.0 TITLE

1.1 Standard First Aid & Cardiopulmonary Resuscitation (CPR) Training

#### 2.0 Objectives

2.1 Public Works and Government Services Canada (PWGSC) wishes to obtain the services of an organization specializing in standard First Aid and Cardiopulmonary Resuscitation (CPR) for the National Capital Region, to provide training to PWGSC personnel. The organization must provide qualified instructors to teach the most recent First Aid and CPR techniques approved by the Minister of Labour with Part XVI of the Canada Occupational Health and Safety Regulations section 16.12 (2) <u>http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/</u> and the National Joint Council's Occupational Health and Safety Directive <u>http://www.njc-cmm.gc.ca/directive/index.php?sid=268&hl=1&lang=eng</u> (http://www.hrsdc.gc.ca/eng/labour/health\_safety/prevention/first.aid.shtml).

The training is to ensure that PWGSC First Aid Attendants, as designated by Supervisors and Managers in charge of worksites, in consultation with Workplace Health and Safety Committees or Representatives are trained to give on-site Standard First Aid and Cardiopulmonary Resuscitation (CPR) during emergency situations.

The Standard First Aid/CPR Certificate will be awarded to candidates who successfully complete the course. The wallet size certificate must be provided by the provider in a bilingual format or in the language of the each specific course. In accordance with the Canada Occupational Health and Safety Regulations, section 16.12 (2) <u>http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/</u> and the National Joint Council's Occupational Health and Safety Directive <u>http://www.njc-cnm.gc.ca/directive/index.php?sid=268&hl=1&lang=eng</u>), training must be delivered by an organization approved by the Minister of Labour or training partners (as above noted).

#### 3.0 Background

3.1 Public Works and Government Services Canada (PWGSC) is committed to ensuring that First Aid is available to all employees. It is a requirement to provide First Aid services in government departments and agencies. In keeping with this requirement, PWGSC is responsible for the provision of First Aid services in its workplaces. PWGSC must ensure that an adequate number of qualified First Aid attendants are available to render First Aid to employees during working hours. By ensuring that personnel are properly trained in the provision of First Aid services, PWGSC is ensuring that the health and safety at work of every person is protected.

#### 4.0 Requirement

The Contractor must:

- 4.1 Hold a valid certification from an approved organization. Approved organization list are listed by province in the following link: <u>http://www.labour.gc.ca/eng/health\_safety/prevention/first\_aid.shtml</u>
- 4.2 Be authorized by the Minister of Labour in accordance with Part XVI of the Canada Occupational Health and Safety Regulations <u>http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/</u> to deliver First Aid programs;

- 4.3 Provide First Aid and Cardiopulmonary Resuscitation (CPR) training in accordance with the Canada Occupational Health and Safety Regulations, section 16.12 (2) <u>http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/</u> and the National Joint Council's Occupational Health and Safety Directive; <u>http://www.njc-cnm.gc.ca/directive/oshd-dsst/index-eng.php</u>;
- 4.4 Deliver Standard First Aid and Cardiopulmonary Resuscitation (CPR) as a 2 day course in Canadian English and in Canadian French, for the number of sessions listed in this Statement of Work, dates to be mutually determined between the Contractor and the Project Authority. The instructor(s) must be proficient in the target language of the specific course they are teaching for speaking, writing, and comprehension. The number of participants per class would be a minimum of 14 (fourteen) and a maximum of 25 (twenty-five);
- 4.5 Be able to deliver a course 10 calendar days after the Project Authority requests;
- 4.6 Use instructor-led interactive method of delivery which provides extensive opportunities for participants to obtain hands-on experience; during a pandemic, sessions may be provided in a virtual setting (Zoom, MS Teams, e.g.), whereby the instructor can demonstrate via a webcam, for example. Participants may demonstrate via webcam.
- 4.7 Provide instructors that are accredited by the Minister of Labour in accordance with Part XVI of the Canada Occupational Health and Safety Regulations) <u>http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/;</u>
- 4.8 Provide one (1) instructor for every scheduled class to deliver a two (2) day session of Standard First Aid and CPR certification to PWGSC First Aid attendants in the National Capital Area (NCR) on an as and when requested basis as outlined in this Statement of Work;
- 4.9 Provide the required copies of all training material (participant's manual, pamphlets and bulletins) for each participant in the language of the course, at the beginning of the course;
- 4.10 Provide at least one (1) mannequin for every three (3) participants on the course; during a pandemic, either the mannequins are shipped to all participants, or a portion of the course is delivered in person, in a sufficiently large room where the Public Health Agency of Canada COVID guidelines are respected.
- 4.11 Identify one point of contact responsible for scheduling, printing of manuals, providing updates/status reports and for all quality assurance activities with the Project Authority;
- 4.12 Deliver the course using the PWGSC delivery approach included at Attachment 2 to Annex A, which includes collecting and submitting attendance reports and instructors summary report found in Attachment 1 to Annex A to the Project Authority within 48 hours after the end of the course delivery date.

#### 5.0 Course Content

5.1 The Subjects indicated in the Canada Labour Code Part XVI, Schedule V, Item 2 – Standard first aid shall form part of the course content. (See link below). The course content must also include the most recent cardiopulmonary resuscitation (CPR) protocols from the Heart and Stroke Foundation of Canada entitled "2010 Guidelines for CPR and Emergency Cardiovascular Care". (See link Below).

Link to Heart and Stroke Foundation of Canada: <u>https://www.heartandstroke.ca/heart</u> Link to the Canada Labour Code: <u>http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/</u>

#### 6.0 Language Requirements

6.1 The Instructor must be fluent in the language that they are teaching in order to deliver the English and the French course as requested. Canada reserves the right to evaluate the language proficiency of the resource throughout the period of the Contract. Should the evaluation determine that the instructor does not meet the language requirement; the Contractor must immediately replace the instructor at no additional cost and in accordance with the Contract.

#### 7.0 Hours of Training

7.1 The courses will be delivered between Monday and Friday, from 08:15 am and end at 4:15 pm and include at least one 15 minutes break in the morning, one 15 minutes break in the afternoon and a 30 minutes lunch break each day. Any changes in established hours of delivery require prior approval by the Project Authority. The Instructors must be on-site 15 minutes prior to the start time of the course to ensure that the room is properly set up and that the equipment is functioning. Training will not be requested on statutory holidays. During a pandemic, for the virtual portion of the session, the instructor is expected to be available online, with equipment properly set up.

### 8.0 Estimated volume for the Initial Contract Period and for each Optional Period is as follows;

Estimated Volume for the Initial Contract Period of 5 Years from Contract Award Date			
Title of courseLanguageInitial Contract Period			
Standard First Aid and CPR	English	70	
Standard First Ald and CFIX	French	40	

#### Table 1

#### Table 2

Estimated Volume for Contract Option Periods						
Title of course	Language	Contract Year 1	Contract Year 2	Option Year 1	Option Year 2	Option Year 3
Standard	English	14	14	14	14	14
First Aid and CPR	French	8	8	8	8	8

- 8.1 The Contractor will provide sessions on an as-and-when requested basis.
- 8.2 The number of training sessions per year could increase or decrease.
- 8.3 Dates of the training are to be determined by the PWGSC Project Authority in conjunction with the contractor. The participant selection and coordination of the courses will be done by PWGSC.

### 9.0 Location for Provision of Required Services

9.1 For the purpose of this contract, the NCR training facilities will be located in the central business district surrounding PWGSC headquarters defined as being:

- a) East of Island Park, Merivale (Ottawa) and Chemin de la Montagne (Aylmer)
- b) West of St-Laurent (Ottawa)
- c) North of Hunt Club (Ottawa)
- d) South of Boulevard St-Raymond and Boulevard Maloney (Gatineau)

During a pandemic, the online portion of the training may be delivered virtually (via webcam on Zoom, MS Teams, e.g.). The facilitator must have the means to assess individual participants' ability to perform all tasks to an acceptable level.

- **10.0 Travel and Living**
- 10.1 Travel and Living is not an anticipated requirement of this contract.
- 11.0 Roles and Responsibilities of PWGSC
- 11.1 After contract award the Project Authority will;
  - a) Act as a liaison between the Contractor and PWGSC Subject Matter Experts;
  - b) Finalize the course schedule with the Contractor, confirm session's dates and instructor's availability, and resolve any problems or concerns prior to the first session;
  - c) Promote the course via the departmental course browser;
  - d) Confirm participant registrations;
  - Provide the premises, equipment and logistical services. Before each session starts, the room will be prepared and the equipment installed, connected and ready for the instructor to use;
  - f) Make the necessary arrangements to provide instructors with access to the building or classroom; during a pandemic, make the necessary arrangements to provide instructors with access to the building of building, for the (non-virtual) in-person portion of the session.
  - g) Prepare and provide a list of participants, on the morning of the session, to the instructor.
  - h) Evaluate the quality of the Instructor's course delivery services, as needed;
  - i) Without any prior notice to the Contractor, the Project Authority can decide to attend a course, as an observer, to monitor that the Instructor's service is in line with the Terms and Conditions of the contract. Observations will be discussed with the Contractor and corrective measures requested within an approved timeframe, if needed. Project Authority will also be reviewing participant's evaluation questionnaire and will discuss with the Contractor feedback pertaining to the instructor's services. Corrective measures may be requested within an approved timeframe.
- 11.2 Task of the Occupational Health & Safety Coordinator(s)
  - a) Provide a ten (10) minutes debriefing to participants at the beginning of the course on departmental policy DP 016 on First aid and CPR.

#### 12.0 Roles and Responsibilities of the Contractor

- 12.1 Maintaining all training materials up-to-date (instructors manual, participants manual, pamphlets, bulletins);
- 12.2 Providing the Project Authority with any changes to the training material to be distributed to the participants;
- 12.3 Providing all course participants with approved certification cards at the end of each course upon successful completion of the course;
- 12.4 Reporting immediately to the Project Authority any problems that may occur during a class. Any remedial action must be discussed with and receive approval of the Project Authority prior to implementation;
- 12.5 Completing the provided PWGSC Instructor's summary report within forty-eight (48) hours following course delivery and forwarding it to the Project Authority by email. Template of Instructor's summary report is attached as Appendix 1 to Annex A. Summary report should include issues with logistical services or unanswered questions of participants related to internal policies and/or guidelines that will need subject matter expert follow-up.
- 12.6 Deliver the course which must incorporate before and after class PWGSC administrative requirements outlined in the "PWGSC course delivery method" in Attachment 2 to Annex A.

#### 13.0 Use of Government Property

13.1 The Contractor proposed instructors will be using the PWGSC' laptop and projector for the delivery of training.

#### 14.0 Meetings

14.1 The Contractor will not be reimbursed for any costs incurred for any meetings it will need to attend with the Contracting Authority or Project Authority.

#### 14.2 Kick-off meeting;

A Kick-off meeting chaired by the Contractor will be held three (3) calendar days from the date of Contract award. The kick-off meeting can be organized as a teleconference or in person in a location in the National Capital Area. The exact time and location of the kick-off meeting will be provided upon contract award.

- a. The purpose of the kick-off meeting will be to:
  - i. Review the contractual requirements;
  - ii. Review and clarify the respective roles and responsibilities of the Contracting Authority, the Project Authority and the Contractor to ensure common understanding of the requirement and the terms and conditions of the Contract; and
  - iii. Discuss the upcoming training calendar.

#### 14.3 Progress Review Meeting

A progress review meeting (PRM) may be held once per year. PRM will be organized through a teleconference or held in person at Place du Portage, Gatineau. In person meetings may be held at other locations if mutually agreed. The Contracting Authority will be invited to attend PRM.

- a. The purpose of the meeting will be to:
  - i. Review current and future course requirements;
  - ii. Discuss and resolve operational, administrative or contractual details as well as any possible issues; and,
  - iii. The Project Authority will be responsible of coordinating PRM with the Contractor.

#### 14.4 Urgent Meeting

The **Project Authority** and/or Contracting Authority may request a teleconference or a meeting at any time to resolve any urgent matters, issues or concerns. In person meetings will be held within the National Capital Area

#### 15.0 Cancelation or Rescheduling

- 15.1 Any course may be canceled or rescheduled in whole or in part by the Project Authority by giving a written notice to the contractor three (3) business days prior to the course commencement date. There will be no charge to Canada for such a cancelation or rescheduling.
- 15.2 If the Project Authority has to cancel due to an unforeseeable or uncontrollable event (such as a strike, a virus attack, a pandemic, a power or a technical failure, etc.) no charge will be applied regardless of when the notice is received by Canada.

#### 16.0 Terminology

#### 16.1 Acronyms

СА	Contracting Authority
CPR	Cardiopulmonary
	Resuscitation
NCR	National Capital Region
PRM	Progress Review Meeting
SME	Subject Matter Experts

#### 16.2 Definitions

Certification	<u>Formal</u> procedure by which a qualified person who holds a valid certification from an approved organization attesting that he/she is competent to deliver first aid training assesses and verifies (and <u>attests</u> in <u>writing</u> by <u>issuing</u> a <u>certificate</u> ) the qualification of an individual in accordance with <u>established</u> <u>requirements</u> or standards.
---------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Standard level of first aid	Certificate issued by either a qualified person or the organization that developed the training, as the case may be, for successful completion of a two-day first aid course.
Statutory Holidays	Means New Year's Day, Good Friday, Easter Monday, Victoria Day, June 24 (Quebec only) or Civic Holiday, the first Monday in August), Canada Day, Labor Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.

### ATTACHMENT 1 TO ANNEX A – Instructor's report

	Travaux publics et Services gouvernementaux Canada Public Works and Government Services Canada				Canada						
	Respect + Intégrité + Excellence + Leaders			GOI	u service du UVERNEMENT, au service des CANADIENS.						
	Instructor's	repon									
Cou	Course : Code : Language : Date :										
Instr	uctor :										
Time	e : to Location :			(Specify)	)						
	COURSE EFFECTIVENESS	Fast	Just right	Slow	Comments, Observations and Suggestions						
1.	The duration is sufficient for the content.										
2.	The time allocated to each activity is adequate.										
3.	The time is sufficient to address participants' expectations.										
	PARTICIPANTS	Yes	No	NA							
4.	The participants are representative of the course's target audience.										
5.	The participants have the knowledge required to take this course.										
6.	The participants are comfortable with the content.										
7.	The participants have expert level of knowledge of the subject matter. * With the expert knowledge the participant doesn't represent the target population.										
8.	The participants seem interested in the subject matter.										

9.	The participants are engaged during the course activity.		
10.	The participants are engaged in discussion during exercises.		

1 -

LEARNING ACTIVITIES	Yes	No	NA	
11. The course format is adequate for its objectives.				
12. The material covers the content in a sufficient manner and the material given is clear and relevant.				
13. The exercises instructions are easy to understand and follow.				
14. The exercises and other activities are appropriate.				
LOGISTICS	Yes	No	NA	
Training room conditions: 15. Are the training rooms adequate for this course? 16. Is the room set-up appropriate for this training?				
Equipment 17. Did you receive the necessary and appropriate equipment to deliver this course?				
Teaching Tools 18. Did you receive teaching tools for this training? Ex: handouts, brochures, quick reference guide, etc.				

Legend NA – Not available

General summary of the session/activity:

### ATTACHMENT 2 TO ANNEX A

#### **PWGSC Course Delivery Method**

#### Instructor roles and responsibilities;

- Arrive at 8:00 a.m., verify the room setup, the equipment and greet participants; During a pandemic, for the virtual portion of the training, arrive at 8:00 a.m., verify the virtual setup, the equipment and greet participants.
- Provide administrative details to participants, at the beginning of the session, such as the location of fire exits, washrooms, lunchroom and the course outline; during a pandemic, provide the course outline.
- Distribute the attendance list to participants for their signature. Attendance list will be left on the instructor's table at the front of the classroom; during a pandemic, distribute the attendance list to participants to electronically sign it, for every portion of the session offered in a virtual environment.
- Signed list must remain on the instructor's table at the end of the course; during a pandemic, the signed list is to be emailed to the Learning group and to the regional OHS manager.
- Refer anyone not listed on the participant's list to the Learning Centre reception desk. During a
  pandemic, refer anyone to the Learning Centre, by email (Apprentissage TPSGC PWGSC
  Learning <u>ApprentissageTPSGC.PWGSCLearning@tpsgc-pwgsc.gc.ca</u>).

#### ANNEX "B"

#### **Basis of Payment**

#### A – Contract Period and Contract Option Periods

During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment below to a limitation of expenditure of \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

#### 1.0 Price per session

- (a) The Contractor will be paid a firm all-inclusive rate (Cnd\$) taxes excluded, FOB destination for goods, Custom duties and Excise taxes included for each fully delivered session.
- (b) The rates specified below include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:
  - All travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985,c. N-4, S.2. The National Act is available on the Justice Website: <u>http://laws.justice.gc.ca/eng/act/N-4/;</u>
  - b. Any travel expenses for travel between the Contractor's place of business and the NCR; and
  - c. Any travel and living expenses
- (c) For all period of the Contract, the Contractor will be paid an all-inclusive *firm price for each fully delivered training session* which could include a maximum of twenty-five (25) students.

#### TABLE

#### **Contract Period**

Contract Period – Year 1	Firm All-inclusive Price (CDN\$) per Standard First Aid & CPR Training Session A	Estimated Volume (Number of Courses required) B	Total (CDN\$) Taxes excluded C1 = A x B
English Session	\$	14	\$
French Session	\$	8	\$
Total Contract Year 1 (insert dates at contract award)	\$	22	\$

Contract Period – Year 2	Firm All-inclusive Price (CDN\$) per Standard First Aid & CPR Training Session A	Estimated Volume (Number of Courses required) B	Total (CDN\$) Taxes excluded C2 = A x B
English Session	\$	14	\$
French Session	\$	8	\$
Total Contract Year 2 (insert dates at contract award)	\$	22	\$
CON			

### **Optional Contract Period**

Optional Period Option Year 1	Firm All-inclusive Price (CDN\$) per Standard First Aid & CPR Training Session A	Estimated Volume (Number of Courses required) B	Total (CDN\$) Taxes excluded OP1 = A x B
English Session	\$	14	\$
French Session	\$	8	\$
Total Option Year 1			
(insert dates at contract	\$	22	\$
award)			
Optional Period	Firm All-inclusive	Estimated Volume	Total (CDN\$)
	Price (CDN\$) per		Taxes excluded
Option Year 2	Standard First Aid & CPR Training Session	(Number of Courses required)	OP2 = A x B
	A	В	
English Session	\$	14	\$
French Session	\$	8	\$
Total Option Year 2 (insert dates at contract	\$	22	\$
award)	Ψ		Ψ
Optional Period	Firm All-inclusive	Estimated Volume	Total (CDN\$)
Option Year 3	Price (CDN\$) per Standard First Aid & CPR Training	(Number of Courses required)	Taxes excluded OP3 = A x B
	Session	_	
	A	В	-
English Session	\$	14	\$
French Session	\$	8	\$
Total Option Year 3	¢	00	¢
(insert dates at contract award)	\$	22	\$
OPT (			

GRAND TOTAL CONTRACT PERIOD TOTAL + OPTION PERIODS TOTAL =

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#6

Contract Number / Numéro du contrat

10070315-1

Security Classification / Classification de sécurité UNCLASSIFIED

LISTE DE VÉRIFIC		S RELATIVES À	<sup>-</sup> (SRCL) LA SÉCURITÉ (LVERS)	
PART A - CONTRACT INFORMATION / PARTIE A - . Originating Government Department or Organization		2. E	Branch or Directorate / Direction génér	rale ou Direction
Ministère ou organisme gouvernemental d'origine	PSPC		Human Ressources	
<ol> <li>a) Subcontract Number / Numéro du contrat de sou</li> </ol>	ıs-traitance 3. b) Na	me and Address of	Subcontractor / Nom et adresse du se	ous-traitant
<ol> <li>Brief Description of Work / Brève description du tra</li> </ol>	vail			
<ol> <li>a) Will the supplier require access to Controlled Go Le fournisseur aura-t-il accès à des marchandise</li> </ol>				No Ves Non Oui
b) Will the supplier require access to unclassified m Regulations? Le fournisseur aura-t-il accès à des données tec				No Yes Non Oui
sur le contrôle des données techniques? 6. Indicate the type of access required / Indiquer le ty	pe d'accès requis			
5. a) Will the supplier and its employees require acces		CLASSIFIED inform	ation or assets?	No Yes
Le fournisseur ainsi que les employés auront-ils	accès à des renseignement	ts ou à des biens Pl	ROTÉGÉS et/ou CLASSIFIÉS?	🔛 Non 🚩 Oui
(Specify the level of access using the chart in Qu (Préciser le niveau d'accès en utilisant le tableau		(7 c)		
b) Will the supplier and its employees (e.g. cleaner PROTECTED and/or CLASSIFIED information of Le fournisseur et ses employés (p. ex. nettoyeur	s, maintenance personnel) i or assets is permitted. s, personnel d'entretien) au	require access to re ront-ils accès à des		No Yes Non Oui
à des renseignements ou à des biens PROTÉGI 5. c) Is this a commercial courier or delivery requirem S'agit-il d'un contrat de messagerie ou de livrais	ent with <b>no</b> overnight storag	je?		No Yes Non Oui
7. a) Indicate the type of information that the supplier	will be required to access /	Indiquer le type d'in	formation auquel le fournisseur devra	avoir accès
Canada 7. b) Release restrictions / Restrictions relatives à la c	NATO / OTAN	1	Foreign / Étranger	
No release restrictions / Restrictions relatives a la c	All NATO countries		No release restrictions	
Aucune restriction relative à la diffusion	Tous les pays de l'OTAN		Aucune restriction relative à la diffusion	
Not releasable A ne pas diffuser				
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limité à :	
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Pré	ciser le(s) pays :	Specify country(ies): / Précis	ser le(s) pays :
7. c) Level of information / Niveau d'information	n			
PROTECTED A	NATO UNCLASSIFIED		PROTECTED A	
PROTÉGÉ A PROTECTED B	NATO NON CLASSIFIÉ NATO RESTRICTED		PROTÉGÉ A PROTECTED B	
PROTÉGÉ B	NATO DIFFUSION REST		PROTÉGÉ B	
PROTECTED C	NATO CONFIDENTIAL		PROTECTED C	
PROTÉGÉ C	NATO CONFIDENTIEL		PROTÉGÉ C	
CONFIDENTIAL	NATO SECRET		CONFIDENTIAL	
	NATO SECRET	<u>_</u>		
SECRET SECRET	COSMIC TOP SECRET		SECRET	
	COSINIC TRES SECRET		TOP SECRET	
			TRÈS SECRET	
TOP SECRET (SIGINT)			TOP SECRET (SIGINT)	
			TRÈS SECRET (SIGINT)	

TBS/SCT 350-103(2004/12)

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COMMON-PS-SRCL#6



Government of Canada Gouvernement du Canada

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10070315-1

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8 Will the sur	<i>tinued)</i> / PARTIE A (suite) oplier require access to PROTECTE	D and/or CLASSIEIED COMSEC	information or assets?			Yes
Le fourniss	eur aura-t-il accès à des renseignen			SSIFIÉS?		Jui
,	cate the level of sensitivity: mative, indiquer le niveau de sensib	ilité ·				
9. Will the sup	pplier require access to extremely se	ensitive INFOSEC information or a				Yes
Le fourniss	eur aura-t-il accès à des renseignen	nents ou à des biens INFOSEC de	e nature extrêmement délicate?		Non C	Jui
Short Title(	s) of material / Titre(s) abrégé(s) du	matériel :				
	Number / Numéro du document : RSONNEL (SUPPLIER) / PARTIE E		2)			
	nel security screening level required					
<b>~</b>	RELIABILITY STATUS	CONFIDENTIAL	SECRET			
	COTE DE FIABILITÉ					
	TOP SECRET– SIGINT TRÈS SECRET – SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET		OP SECRET RÈS SECRET	
	SITE ACCESS ACCÈS AUX EMPLACEMENTS					
	Special comments: Commentaires spéciaux :					
	NOTE: If multiple levels of screeni REMARQUE : Si plusieurs niveau			le la sécurité doit être f	ourni	
	screened personnel be used for por	tions of the work?	· · · · · · · · · · · · · · · · · · ·			Yes
	sonnel sans autorisation sécuritaire	· ·	du travail?			Jui
	will unscreened personnel be escort affirmative, le personnel en question					Yes Dui
PARIU-SA						
	ON / ASSETS / RENSEIGNEM	C - MESURES DE PROTECTIO ENTS / BIENS	N (FOURNISSEUR)			
			N (FOURNISSEUR)			
INFORMATI	ON / ASSETS / RENSEIGNEM	ENTS / BIENS		n its site or		Yes
INFORMATI 11. a) Will the premise	ON / ASSETS / RENSEIGNEM	ENTS / BIENS store PROTECTED and/or CLAS	SIFIED information or assets o			Yes Oui
INFORMATI 11. a) Will the premise	ON / ASSETS / RENSEIGNEMI e supplier be required to receive and es? nisseur sera-t-il tenu de recevoir et o	ENTS / BIENS store PROTECTED and/or CLAS	SIFIED information or assets o			
INFORMATI 11. a) Will the premise Le four CLASS 11. b) Will the	ON / ASSETS / RENSEIGNEMI e supplier be required to receive and es? nisseur sera-t-il tenu de recevoir et o IFIÉS? e supplier be required to safeguard C	ENTS / BIENS store PROTECTED and/or CLAS d'entreposer sur place des renseig COMSEC information or assets?	SIFIED information or assets o nements ou des biens PROTÉ		Non C	Dui Yes
INFORMATI 11. a) Will the premise Le four CLASS 11. b) Will the	ON / ASSETS / RENSEIGNEMI e supplier be required to receive and es? nisseur sera-t-il tenu de recevoir et o IFIÉS?	ENTS / BIENS store PROTECTED and/or CLAS d'entreposer sur place des renseig COMSEC information or assets?	SIFIED information or assets o nements ou des biens PROTÉ		Non C	Jui
INFORMATI 11. a) Will the premise Le four CLASS 11. b) Will the	ON / ASSETS / RENSEIGNEMI e supplier be required to receive and es? nisseur sera-t-il tenu de recevoir et o IFIÉS? e supplier be required to safeguard C nisseur sera-t-il tenu de protéger de	ENTS / BIENS store PROTECTED and/or CLAS d'entreposer sur place des renseig COMSEC information or assets?	SIFIED information or assets o nements ou des biens PROTÉ		Non C	Dui Yes
INFORMATI 11. a) Will the premise Le fourn CLASS 11. b) Will the Le fourn PRODUCTIO	ON / ASSETS / RENSEIGNEMI e supplier be required to receive and es? nisseur sera-t-il tenu de recevoir et d IFIÉS? e supplier be required to safeguard C nisseur sera-t-il tenu de protéger de ON	ENTS / BIENS store PROTECTED and/or CLAS d'entreposer sur place des renseig COMSEC information or assets? s renseignements ou des biens C	SIFIED information or assets o gnements ou des biens PROTÉ OMSEC?	GÉS et/ou	Non C	Dui Yes
INFORMATI 11. a) Will the premise Le four CLASS 11. b) Will the Le four PRODUCTION 11. c) Will the	ON / ASSETS / RENSEIGNEMI e supplier be required to receive and es? nisseur sera-t-il tenu de recevoir et o IFIÉS? e supplier be required to safeguard C nisseur sera-t-il tenu de protéger de ON production (manufacture, and/or repa	ENTS / BIENS store PROTECTED and/or CLAS d'entreposer sur place des renseig COMSEC information or assets? s renseignements ou des biens C	SIFIED information or assets o gnements ou des biens PROTÉ OMSEC?	GÉS et/ou	Non C	Oui Yes Oui Yes
INFORMATI 11. a) Will the premise Le four CLASS 11. b) Will the Le four PRODUCTION 11. c) Will the occur at Les inst	ON / ASSETS / RENSEIGNEMI e supplier be required to receive and es? nisseur sera-t-il tenu de recevoir et o IFIÉS? e supplier be required to safeguard C nisseur sera-t-il tenu de protéger de ON production (manufacture, and/or repa t the supplier's site or premises? tallations du fournisseur serviront-elles	ENTS / BIENS store PROTECTED and/or CLAS d'entreposer sur place des renseig COMSEC information or assets? s renseignements ou des biens C	SIFIED information or assets o inements ou des biens PROTÉ OMSEC? "ED and/or CLASSIFIED materia	GÉS et/ou	Non C	Oui Yes Oui
INFORMATI 11. a) Will the premise Le four CLASS 11. b) Will the Le four PRODUCTION 11. c) Will the occur at Les inst	ON / ASSETS / RENSEIGNEMI e supplier be required to receive and es? nisseur sera-t-il tenu de recevoir et o IFIÉS? e supplier be required to safeguard C nisseur sera-t-il tenu de protéger de ON production (manufacture, and/or repa t the supplier's site or premises?	ENTS / BIENS store PROTECTED and/or CLAS d'entreposer sur place des renseig COMSEC information or assets? s renseignements ou des biens C	SIFIED information or assets o inements ou des biens PROTÉ OMSEC? "ED and/or CLASSIFIED materia	GÉS et/ou	Non C	Oui Yes Oui Yes
INFORMATI 11. a) Will the premise Le four CLASS 11. b) Will the Le four PRODUCTION 11. c) Will the occur a Les inst et/ou Cl	ON / ASSETS / RENSEIGNEMI e supplier be required to receive and es? nisseur sera-t-il tenu de recevoir et o IFIÉS? e supplier be required to safeguard C nisseur sera-t-il tenu de protéger de ON production (manufacture, and/or repa t the supplier's site or premises? tallations du fournisseur serviront-elles	ENTS / BIENS store PROTECTED and/or CLAS d'entreposer sur place des renseig COMSEC information or assets? s renseignements ou des biens C ir and/or modification) of PROTECT s à la production (fabrication et/ou m	SIFIED information or assets o inements ou des biens PROTÉ OMSEC? ED and/or CLASSIFIED materia	GÉS et/ou I or equipment natériel PROTÉGÉ	Non C	Oui Yes Oui Yes
INFORMATI 11. a) Will the premise Le four CLASS 11. b) Will the Le four PRODUCTION 11. c) Will the occur a Les inst et/ou Cl	ON / ASSETS / RENSEIGNEMI e supplier be required to receive and es? nisseur sera-t-il tenu de recevoir et o IFIÉS? supplier be required to safeguard C nisseur sera-t-il tenu de protéger de ON production (manufacture, and/or repa t the supplier's site or premises? tallations du fournisseur serviront-elles LASSIFIÉ?	ENTS / BIENS store PROTECTED and/or CLAS d'entreposer sur place des renseig COMSEC information or assets? s renseignements ou des biens C ir and/or modification) of PROTECT s à la production (fabrication et/ou m	SIFIED information or assets o inements ou des biens PROTÉ OMSEC? ED and/or CLASSIFIED materia	GÉS et/ou I or equipment natériel PROTÉGÉ	Non C	Oui Yes Oui Yes
INFORMATI 11. a) Will the premise Le fourn CLASS 11. b) Will the Le fourn PRODUCTION 11. c) Will the occur at Les inst et/ou Cl INFORMATION 11. d) Will the	ON / ASSETS / RENSEIGNEMI e supplier be required to receive and es? nisseur sera-t-il tenu de recevoir et d IFIÉS? e supplier be required to safeguard C nisseur sera-t-il tenu de protéger de ON production (manufacture, and/or repa t the supplier's site or premises? tallations du fournisseur serviront-elles LASSIFIÉ? ON TECHNOLOGY (IT) MEDIA / supplier be required to use its IT syste	ENTS / BIENS store PROTECTED and/or CLAS d'entreposer sur place des renseig COMSEC information or assets? s renseignements ou des biens C ir and/or modification) of PROTECT s à la production (fabrication et/ou re SUPPORT RELATIF À LA TECHN	SIFIED information or assets o gnements ou des biens PROTÉ OMSEC? 'ED and/or CLASSIFIED materia éparation et/ou modification) de r	GÉS et/ou I or equipment natériel PROTÉGÉ ( <b>TI</b> )	Non C	Dui Yes Dui Yes Dui Yes
INFORMATI 11. a) Will the premise Le fourn CLASS 11. b) Will the Le fourn PRODUCTION 11. c) Will the occur at Les inst et/ou Cl INFORMATION 11. d) Will the information	ON / ASSETS / RENSEIGNEMI e supplier be required to receive and es? nisseur sera-t-il tenu de recevoir et o IFIÉS? e supplier be required to safeguard C nisseur sera-t-il tenu de protéger de ON production (manufacture, and/or repa t the supplier's site or premises? iallations du fournisseur serviront-elles LASSIFIÉ? ON TECHNOLOGY (IT) MEDIA / supplier be required to use its IT syste tion or data?	ENTS / BIENS store PROTECTED and/or CLAS d'entreposer sur place des renseig COMSEC information or assets? s renseignements ou des biens C ir and/or modification) of PROTECT s à la production (fabrication et/ou re SUPPORT RELATIF À LA TECHN ems to electronically process, produ	SIFIED information or assets o gnements ou des biens PROTÉ OMSEC? 'ED and/or CLASSIFIED materia éparation et/ou modification) de r IOLOGIE DE L'INFORMATION	GÉS et/ou I or equipment natériel PROTÉGÉ (TI)	Non C	Dui Yes Dui Yes Dui
INFORMATI 11. a) Will the premise Le four CLASS 11. b) Will the Le four PRODUCTION 11. c) Will the occur at Les inst et/ou Cl INFORMATION 11. d) Will the information Le four	ON / ASSETS / RENSEIGNEMI e supplier be required to receive and es? nisseur sera-t-il tenu de recevoir et d IFIÉS? e supplier be required to safeguard C nisseur sera-t-il tenu de protéger de ON production (manufacture, and/or repa t the supplier's site or premises? tallations du fournisseur serviront-elles LASSIFIÉ? ON TECHNOLOGY (IT) MEDIA / supplier be required to use its IT syste	ENTS / BIENS store PROTECTED and/or CLAS d'entreposer sur place des renseig COMSEC information or assets? s renseignements ou des biens C ir and/or modification) of PROTECT s à la production (fabrication et/ou re SUPPORT RELATIF À LA TECHN ems to electronically process, produ- pres systèmes informatiques pour tr	SIFIED information or assets o gnements ou des biens PROTÉ OMSEC? 'ED and/or CLASSIFIED materia éparation et/ou modification) de r IOLOGIE DE L'INFORMATION	GÉS et/ou I or equipment natériel PROTÉGÉ (TI)	Non C	Dui Yes Dui Yes Dui Yes
INFORMATI 11. a) Will the premise Le fourn CLASS 11. b) Will the Le fourn PRODUCTION 11. c) Will the occur at Les inst et/ou Cl INFORMATION 11. d) Will the information Le fourn renseig	ON / ASSETS / RENSEIGNEMI e supplier be required to receive and es? nisseur sera-t-il tenu de recevoir et d IFIÉS? e supplier be required to safeguard C nisseur sera-t-il tenu de protéger de ON production (manufacture, and/or repa t the supplier's site or premises? iallations du fournisseur serviront-elles LASSIFIÉ? ON TECHNOLOGY (IT) MEDIA / supplier be required to use its IT syste tion or data? nisseur sera-t-il tenu d'utiliser ses prop nements ou des données PROTÉGÉ	ENTS / BIENS store PROTECTED and/or CLAS d'entreposer sur place des renseig COMSEC information or assets? s renseignements ou des biens C ir and/or modification) of PROTECT s à la production (fabrication et/ou re SUPPORT RELATIF À LA TECHN ems to electronically process, produ- pres systèmes informatiques pour tr S et/ou CLASSIFIÉS?	SIFIED information or assets o gnements ou des biens PROTÉ OMSEC? 'ED and/or CLASSIFIED materia éparation et/ou modification) de r IOLOGIE DE L'INFORMATION ace or store PROTECTED and/or raiter, produire ou stocker électro	GÉS et/ou I or equipment natériel PROTÉGÉ (TI)	Non C	Dui Yes Dui Yes Dui Yes Dui
INFORMATI 11. a) Will the premise Le four CLASS 11. b) Will the Le four PRODUCTION 11. c) Will the occur at Les inst et/ou Cl INFORMATION 11. d) Will the information Le four renseig 11. e) Will ther	ON / ASSETS / RENSEIGNEMI e supplier be required to receive and es? nisseur sera-t-il tenu de recevoir et o IFIÉS? e supplier be required to safeguard C nisseur sera-t-il tenu de protéger de ON production (manufacture, and/or repa t the supplier's site or premises? tallations du fournisseur serviront-elles LASSIFIÉ? ON TECHNOLOGY (IT) MEDIA / supplier be required to use its IT syste tion or data?	ENTS / BIENS store PROTECTED and/or CLAS d'entreposer sur place des renseig COMSEC information or assets? s renseignements ou des biens C ir and/or modification) of PROTECT is à la production (fabrication et/ou re SUPPORT RELATIF À LA TECHN ems to electronically process, produ- pres systèmes informatiques pour tr S et/ou CLASSIFIÉS? upplier's IT systems and the govern	SIFIED information or assets o gnements ou des biens PROTÉ OMSEC? "ED and/or CLASSIFIED materia éparation et/ou modification) de r IOLOGIE DE L'INFORMATION ace or store PROTECTED and/or raiter, produire ou stocker électro ment department or agency?	GÉS et/ou I or equipment natériel PROTÉGÉ (TI) <sup>r</sup> CLASSIFIED niquement des	Non C	Dui Yes Dui Yes Dui Yes

Security Classification / Classification de sécurité

UNCLASSIFIED





# Government Gouvernement du Canada

Contract Number / Numéro du contrat

10070315-1

Security Classification / Classification de sécurité UNCLASSIFIED

#### PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

#### SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie		OTECT OTÉC			ASSIFIED ASSIFIÉ			NATO	ΝΑΤΟ					COMSEC	OMSEC		
	А	в	с	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP		OTECT ROTÉG		CONFIDENTIAL	SECRET	TOP SECRET	
				CONFIDENTIEL		Très Secret	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÈS SECRET	A	в	с	CONFIDENTIEL		TRES SECRET	
Information / Assets Renseignements / Biens																	
Production																	
IT Media /																	
Support TI IT Link /										-	1						
Lien électronique																	
<ul> <li>12. a) Is the description</li> <li>If Yes, classify</li> <li>Dans l'affirma</li> <li>« Classification</li> <li>12. b) Will the documentation</li> </ul>	du t y th ative on d mer	is fo e, cla le sé	nil vis orm k assif ocuri	té par la prése by annotating ier le présent té » au haut e tached to this	nte LVER the top a formulai at au bas SRCL be	S est-elle and botto re en ind du formu PROTEC	e de nature P m in the are iquant le niv Ilaire. TED and/or (	ROTÉGÉE et/ a entitled "Se reau de sécui CLASSIFIED?	ou CLAS ecurity C ité dans	lassificati		ée		[	No Non	Ye	
La documenta If Yes, classif attachments ( Dans l'affirma « Classificatio	y th e.g. ative	is fo SE( e, cla	orm I CRE assif	by annotating T with Attach ier le présent	the top a ments). formulai	and botto re en ind	m in the are iquant le niv	a entitled "Se reau de sécu	ecurity C	la case in	titul	ée			Non	L_JOL	

des pièces jointes).



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#### ANNEX "D"

#### **Insurance Requirement**

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt. For the province of Quebec, send to:

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa, Ontario, K1A 0H8

#### For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.