

RETURN BIDS TO :

**RETOURNER LES
SOUMISSIONS À:**

lars.norgaard@tbs-sct.gc.ca

& zzTBSCONT@tbs-sct.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Treasury Board Secretariat

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

Proposition aux: Secrétariat du Conseil du Trésor du Canada

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

**Instructions : See Herein
Instructions: Voir aux présentes
Comments - Commentaires**

This document contains a Security Requirement

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

Issuing Office – Bureau de distribution
Treasury Board
90 Elgin
K1A 0R4
Ottawa, ON
Canada

Title – Sujet Next Generation Leadership Development Programmes de perfectionnement du leadership	
Solicitation No. – N° de l'invitation 24062-20-808	Date December 3, 2020
Client Reference No. – N° référence du client -	
GETS Reference No. – N° de reference de SEAG -	
File No. – N° de dossier	CCC No. / N° CCC - FMS No. / N° VME
Solicitation Closes – L'invitation prend fin at – à 02 :00 PM – 14:00 on – le 13 January 2021 – 13 janvier 2021	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: lars.norgaard@tbs-sct.gc.ca	Buyer Id – Id de l'acheteur Lars Norgaard
Telephone No. – N° de téléphone : 343-550-7003	FAX No. – N° de FAX
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : Treasury Board 90 Elgin K1A 0R4 Ottawa, ON Canada	

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

The Articles in the Resulting Contract Clauses are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this Annex, is a Mandatory requirement of this RFP. Suppliers submitting a bid containing statements implying that their bid is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Offerors with concerns regarding the provisions of the Bid Solicitation (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.

List of Annexes to the Resulting Contract:

Annex A - Statement of Work

Annex B - Basis of Payment

Annex C - Security Requirements Check List (SRCL)

Annex D - Flexible Grid

Annex E - Mandatory and Rated Evaluation Criteria

Annex F - Non-Disclosure Agreement

List of Attachments to Part 3 and Annex A (Bid Preparation Instructions and Statement of Work):

Attachment 3.1: Bid Submission Form

Attachment 3.2: Pricing Schedule

PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

This document states terms and conditions that apply to bid solicitation # 24062-20-808. It is divided into seven parts plus annexes and, attachments 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of 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, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications 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 Check List, the flexible grid, the Bid Evaluation Criteria and the Task Authorization Form

1.2 SUMMARY

- a. This bid solicitation is being issued to satisfy the requirement of the Treasury Board of Canada Secretariat for the Next Generation Development Programs.
- b. It is intended to result in the award of **one contract, from date of award to March 31, 2023, with options to extend for two periods of one (1) year each.**
- c. There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "[Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders](http://ssi-iss.tpsgc-pwgsc.gc.ca)" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.
- d. Considering accessibility criteria and features is obligatory with this requirement. For additional information consult the Treasury Board Contracting Policy.
- e. This requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada Korea Free Trade Agreement (CKFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).
- f. The requirement is limited to Canadian services. A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.

1.3 DEBRIEFINGS

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

A de-brief is intended to:

1. Provide the Bidder with feedback on their proposal and the solicitation process;
2. Review the evaluation of the Bidder's proposal and explain where they met or failed to meet the criteria;
3. Identify strengths and weaknesses in the Bidder's proposal to assist them with preparing future proposals.

A de-brief is not an opportunity for the Bidder to debate the evaluation or request a re-evaluation of the proposal.

PART 2 - BIDDER INSTRUCTIONS

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- a. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada (PWGSC).
- b. 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.
- c. The [2003 \(2020-05-28\) Standard Instructions - Goods or Services - Competitive Requirements](#) are incorporated by reference into and form part of the bid solicitation, with the following modifications:
 - i. with Subsection 5.4 amended by deleting “sixty (60) days” and inserting “180 days”.
 - ii. All references to the Minister of Public Works and Government Services should be deleted and replaced with the President of the Treasury Board.
 - iii. Also all reference to the Department of Public Works and Government Services should be deleted and replaced with the Treasury Board of Canada Secretariat.
 - iv. The text under subsections 4 and 5 of Section 01 – Integrity Provisions of 2003 referenced above is replaced by:
 - d. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).
 - e. Canada may, at any time; request that a Bidder provide properly completed and Signed Consent Forms (*Consent to a Criminal Record Verification form - PWGSC-TPSGC 229*) for any or all individuals aforementioned list within a specified time period. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.
 - f. The Bidder must diligently maintain this list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation.

2.2 SUBMISSION OF BIDS

Submission of Proposal by Email

Bidders must submit their proposal electronically by email. However, all financial information must be presented in a separate attachment from the Technical Response information and each attachment should include the solicitation number. Bidders must ensure the inclusion of the RFP number and title in the subject of the email “**24062-20-808 Next Generation Development Programs RFP**”.

The only acceptable emails for the submission of proposals are:

lars.norgaard@tbs-sct.gc.ca and zzTBSCONT@tbs-sct.gc.ca

The electronic transmission must be received by bid closing date and time as stipulated on page 1 of the RFP and include the solicitation number. For email transmissions, Canada will not be responsible for any failure or delay attributable to the transmission or receipt of the email including but not limited to:

- receipt of incomplete bid
- file size
- delay in transmission or receipt of the bid
- failure of the Bidder to properly identify the bid
- illegibility of the bid; or

- Security of the bid data.

Please note that .zip files may be rejected by Treasury Board of Canada Secretariat servers.

2.3 ENQUIRIES - BID SOLICITATION

All enquiries must be submitted in writing to the Contracting Authority no later than 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 APPLICABLE LAWS

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

Note to Bidders: A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their bid submission.

2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

If bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

2.6 BID CHALLENGE AND RECOURSE MECHANISMS

(a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)

- Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

I. Submission of Only One Bid from a Bidding Group:

- a) The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will set aside all bids received from members of that bidding group.
- b) For the purposes of this article, "bidding group" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "related" for the purposes of this bid solicitation if:
 - (i) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - (ii) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - (iii) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - (iv) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

II. Joint Venture Experience:

- a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing

maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

- d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

III. Accessibility requirement:

In accordance with the Treasury Board Contracting Policy and the Accessible Canada Act, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this Statement of Work (SOW) and must:

- a) demonstrate how the bidder's proposed goods and/or services meet the accessibility requirement at the time of bid closing;

- b) indicate “Not Applicable” if accessibility criteria and/or features are not relevant to the bidder’s goods and/or services and provide a supporting rationale; or
- c) describe how the bidder would deliver its goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.

IV. Bidder questions

Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

3.2 SUBMISSION OF BID (PROPOSAL) BY EMAIL

Responses i.e. all bid documents are to be sent by email to the following email addresses on no later than the specified date and time:

- **E-mail*:** lars.norgaard@tbs-sct.gc.ca & zzTBSCONT@tbs-sct.gc.ca
- **On:** January 13, 2021
- **At:** 2:00 PM (14:00)
- **Time Zone:** Eastern Standard Time (EST)

* More specifically, Canada requests that bidders provide their technical, financial and certification bids in separate sections as follows:

Section I: Technical Bid:

1 soft copy via email to: lars.norgaard@tbs-sct.gc.ca & zzTBSCONT@tbs-sct.gc.ca

Section II: Financial Bid:

1 soft copy via email to: lars.norgaard@tbs-sct.gc.ca & zzTBSCONT@tbs-sct.gc.ca

Section III: Certification:

1 soft copy via email to: lars.norgaard@tbs-sct.gc.ca & zzTBSCONT@tbs-sct.gc.ca

Bids must be received by TBS by the date and time of solicitation closing.

Bidders are solely responsible for ensuring their proposal is received on time by TBS; late submissions will not be accepted. A date stamp indicating the time of the transmission is not acceptable.

- a) **Format of Email Attachments:** The approved formats for email attachments are any combination of:
 - i) PDF attachments; and
 - ii) documents that can be opened with either Microsoft Word or Microsoft Excel.

Bidders that submit attachments in other formats do so at their own risk.

- b) **Email Size:** Bidders should ensure that they submit their proposal in multiple emails if any single email, including attachments, will exceed 7 MB. Except as expressly provided below, only emails that are received at the Email Address for Proposal Submission by the closing date and time will be considered part of the response.

- c) **Email Title:** Bidders are requested to include the RFP (solicitation) number identified on the cover page of this document in the “subject” line of each email forming part of the response.
- d) **Time of Receipt:** All emails received at the Email Address for Proposal Submission showing a “received” time before the Proposal closing date and time will be considered received on time. In the case of a dispute regarding the time at which an email arrived at TBS, the time at which the proposal is received by TBS will be determined:
- i) by the delivery time stamp received by the Bidder if the Bidder has turned on Delivery Status Notification for the sent email in accordance with RFC 1891 established by the Internet Engineering Steering Group (SMTP Service Extension for Delivery Status Notification); or
 - ii) in accordance with the date and time stamp on the SMTP headers showing the time of first arrival on a server used to provide the Government of Canada with email services, if the Bidder has not turned on Delivery Status Notification for the sent email.
- e) **Delayed Email Proposals:** Canada will not be responsible for any failure or delay attributable to the transmission or receipt of the e-mailed bid including, but not limited to, the following:
- receipt of garbled or incomplete bid;
 - file size of bid documents;
 - availability or condition of the receiving equipment;
 - incompatibility between the sending and receiving equipment;
 - delay in transmission or receipt of the bid;
 - failure of the Bidder to properly identify the bid;
 - illegibility of the bid; or
 - security of the bid data.

Please note that .zip files may be rejected by TBS servers.

- f) **Responsibility for Technical Problems:** Canada will not be responsible for:
- i) any technical problems experienced by the Bidder in submitting its response, including emails that fail to arrive because they exceed the maximum email size of 7 MB or that are rejected or quarantined because they contain malware or other code that is screened out by TBS’s security services; or
 - ii) any technical problems that prevent TBS from opening the attachments to the email(s). For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated accordingly. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.

3.3 SECTION I: TECHNICAL BID

The technical bid consists of the following:

- i. **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Attachment 3.1 to Part 3 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- ii. **Security Clearance:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:
SECURITY INFORMATION:
 Name of individual as it appears on security clearance application form: _____
 Level of security clearance obtained: _____
 Validity period of security clearance obtained: _____
 Security Screening Certificate and Briefing Form file number: _____
 If the Bidder has not included the security information in its bid, the Contracting Authority will provide the Bidder with an opportunity to submit the security information during the evaluation period. If the Bidder has not submitted the security information within the period set by the Contracting Authority, its bid will be declared non-responsive.
- iii. **Substantiation of Technical Compliance:**
 The technical bid must substantiate the compliance with the specific articles of Annex D, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Annex D, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- iv. **For Proposed Resources:** The technical bid must include résumés for the resources as identified in Annex D. The same individual must not be proposed for more than one Resource Category. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements).
 With respect to the proposed resources:
 - a. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work
 - b. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
 - c. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and contract

- period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity.
- d. For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal cooperative programme at a post-secondary institution.
 - a. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - b. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience
- v. **Customer Reference Contact Information:** The Bidder must provide customer references who must each confirm, if requested by Canada the facts identified in the Bidder's bid, as required by Annex D. For each customer reference, the Bidder must, at a minimum, provide the name and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. **If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact capable of validation of the work experience requirements.**

3.4 SECTION II: FINANCIAL BID

- a. **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Schedule provided at attachment 3.2 of Part 3 of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables.
- b. **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- c. **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.5 SECTION III: CERTIFICATIONS

Bidders must sign and submit the certifications required under Part 5 that have not been included in the Technical Bid.

Attachment 3.1 to Part 3 - Bid Submission Form

<i>(to be filled in by Bidder)</i>	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	E-mail
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i>	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	Ontario
Security Clearance Level of Bidder <i>[include both the CISD security clearance number, level and the date it was granted]</i>	
Security Clearance Level of Bidder's Individual Resources <i>[add additional resources on another page, if required]</i> i. Name of Individual as it appears on security clearance application: ii. Level of security clearance obtained and expiry date: iii. Security Screening Certificate and Briefing Form file number	i.
	ii.
	iii.

<p>On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 	
<p>Signature of Authorized Representative of Bidder. Print Name and Add Date:</p>	
<p>Date:</p>	
<p>Name (PRINT):</p>	
<p>Signed:</p>	

Attachment 3.2 to Part 3 - Pricing Schedule

The Bidder must complete this pricing schedule and include it in its financial bid.

The prices specified below, when quoted by the Bidder, 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:

- a) 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 Capital Act is available on the Justice Website: <http://laws-lois.justice.gc.ca/eng/acts/N-4/>;
- b) any travel expenses for travel between the Contractor's place of business and the NCR; and
- c) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

The estimated level of effort data has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.

	Contract Period: Date of Award to 31 March 2023	Number of resources required	Quoted all- inclusive per diem rate (in Cdn \$)	Estimated Level of Days for Evaluation Purposes (in days)	Total (in Cdn \$)
			A	B	C= A x B
SR1	Facilitator Instructional Methodology - Senior	1	\$	20	
SR2	Facilitator of Workshops - Senior	2	\$	20	
SR3	Facilitator on-line learning – NGDCFO - Senior	1	\$	10	
SR4	Leadership Development Consultant (Action Learning Circles) - Senior	4	\$	18	
1		Sub-total Evaluated Price (HST excluded): (i.e., sum of: Sub-total Stream SR1 + Sub-total Stream SR2 + Sub-total Stream SR3+ Sub-total Stream SR4			\$
2		Applicable taxes Insert amount as applicable:			HST:
3		Total Evaluated Price (HST Included)			\$

The Contractor grants to Canada two (2) irrevocable option periods to acquire the services for one (1) additional year each under the same conditions and at the prices and/or rates stated in the Contract. The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

- a. Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b. An evaluation team composed of representatives of Canada will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c. In addition to any other time periods established in the bid solicitation :
 - i. **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two (2) working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - ii. **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - A. verify any or all information provided by the Bidder in its bid; or
 - B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,The Bidder must provide the information requested by Canada within three (3) working days of a request by the Contracting Authority.
 - iii. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension at his or her sole discretion.

4.2 TECHNICAL EVALUATION

- a. **Mandatory Technical Criteria :**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Annex D - Bid Evaluation Criteria.
- b. **Point-Rated Technical Criteria :**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Annex D - Bid Evaluation Criteria.
- c. **Reference Checks :**
 - i. If a reference check is performed, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders on the same day using the e-mail address provided in the bid. Canada will not award any points unless the response is received within five (5) working days of the date that Canada's e-mail was sent.
 - ii. On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within five (5) working days. If the individual named by a Bidder is unavailable when required during

the evaluation period, the Bidder may provide the name and e-mail address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The five (5) working days will not be extended to provide additional time for the new contact to respond.

- iii. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- iv. Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if: (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory evaluation criterion met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- v. Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

4.3 FINANCIAL EVALUATION

Unless otherwise specified in the RFP, the financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders. The Bidder must provide firm, all-inclusive, per diem rates for the Categories of Personnel in accordance with the bid solicitation.

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

4.3.1 Formulas in Pricing Tables

If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

4.3.2 Substantiation of Professional Services Rates

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honor, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for professional services bid, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for specific resource categories). Examples of price support that Canada would consider satisfactory include:

- A. documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided by the relevant resource category, where those services were provided for at least one month and the fees charged are equal to or less than the rate offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
- B. a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount payable under that contract by the Bidder to the resource is equal to or less than the rate bid for that resource category;
- C. a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a rate that is equal to or less than the rate bid for the relevant resource category (and where the resource

- meets all the qualifications described in this bid solicitation); or
- D. details regarding the salary paid to and benefits provided to the individuals employed by the Bidder qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the rates it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid, while, at a minimum, recovering its own costs.

Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the relevant resource, Canada may declare the bid non-compliant, if the rate bid is at least 15% lower than the median price bid by compliant bidders for the resulting contract for the relevant resource(s).

4.4 BASIS OF SELECTION - HIGHEST COMBINED RATING of TECHNICAL MERIT and PRICE

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
 - b. meet all the mandatory criteria;
 - c. obtain the required points in the flexible grid as specified in Annex D; and
 - d. obtain the required minimum points specified for the technical evaluation criteria which are subject to point rating, as specified in Annex E.
2. Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive.
1. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
 2. 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 70 %.
 3. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
 4. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
 5. 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 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		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	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

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

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 so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

5.1 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - BID CERTIFICATION

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

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

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

5.2 PROFESSIONAL SERVICES RESOURCES

- a. By submitting a bid, 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.
- b. By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and

accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

- c. If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, within five business days of Canada’s knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:
 - a. the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
 - b. the name, qualifications and experience of a proposed replacement immediately available for work; and
 - c. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

No more than one substitute will be considered for any given individual proposed in the bid. In response to the Bidder’s proposed substitution, the Contracting Authority may elect in its sole discretion either to:

- A. set aside the bid and give it no further consideration; or
- B. evaluate the replacement in accordance with the requirements of the bid solicitation in the place of the original resource as if that replacement had originally been proposed in the bid, with any necessary adjustments being made to the evaluation results, including the rank of the bid vis-à-vis other bids.

If no substitute is proposed the Contracting Authority will set aside the bid and give it no further consideration.

If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, 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. As part of its bid, the Bidder **MUST** provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

**Authorization and Availability Certification for Resources
(who are not Employees of the Bidder)**

Should the Bidder be requested to provide services to Canada under any Contract awarded as a result of the solicitation referenced below, I _____ (insert proposed resource name), certify that I consent to my resume being submitted by _____ (insert Bidder name) in response to RFP 24062-20-808 and that I have (or my employer has, on my behalf) entered into an agreement with the Bidder to provide services described in the RFP and/or the bid submitted by the Bidder to Canada and that I will be available as required by Canada.

Signature of Proposed Resource

Date

5.3 CERTIFICATION OF LANGUAGE - SR1 - ENGLISH (BILINGUAL) - SR 2/3/4 ENGLISH/BILINGUAL

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

In addition, SR1 can be bilingual and, if so, the individual proposed must be able to communicate orally and in writing in French also, without any assistance and with minimal errors.

In addition, one (1) SR2 and one (1) SR4 must be bilingual and the individuals proposed must be able to communicate orally and in writing in French also, without any assistance and with minimal errors.

5.4 OTHER CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

5.4.1 Former Public Servant

Contracts with 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 with FPS, bidders must provide the information required below.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

- a. name of former public servant;
- 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 Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? 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 reduction program.

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

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.

5.5 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit:

[Employment and Social Development Canada \(ESDC\)-Labour's website](#)

Date: (*bidder to insert date here*) If left blank, the date will be deemed to be the bid solicitation closing date.

*** INSTRUCTIONS TO BIDDER: COMPLETE BOTH SECTIONS A AND B OF THE FOLLOWING:

A. Instructions to the Bidder: Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a [Federally Regulated Employer](#) being subject to the [Employment Equity Act](#).
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees)

[temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

() A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

() A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

or

() A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Instructions to the Bidder: Check only one of the following:

() B1. The Bidder is not a Joint Venture.

or

() B2. The Bidder is a Joint venture. Instructions to the Bidder: Refer to the Joint Venture section of the Standard Instructions. If the Bidder is a Joint Venture, it must provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture.

Name of Supplier's Authorized Signatory

Signature of Supplier's Authorized Signatory

Date

PART 6 - SECURITY REQUIREMENTS

SECURITY REQUIREMENT

Before award of a contract, the following conditions must be met :

- i. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses; and
 - iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- a. 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.
 - b. For additional information on security requirements, Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document on the Departmental Standard Procurement Documents Website.
 - c. In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

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.

For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 REQUIREMENT

- a. _____ (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client(s):** Under the Contract, the "Client" is the Treasury Board of Canada Secretariat.
- c. **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any annex to a "deliverable" or "deliverables" includes all

documentation outlined in this Contract. A reference to a "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

- e. **Location of Services:** Services must be delivered as requested to the locations specified in the Contract, which delivery locations must exclude any area subject to one of the Comprehensive Land Claim Agreements (CLCAs).

7.1.1 Optional Services

The Contractor grants to Canada two (2) irrevocable option periods to acquire the services described at Annex A of the Contract for one (1) additional year each under the same conditions and at the prices and/or rates stated in the Contract. The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

7.2 deleted

7.3 deleted

7.4 STANDARD CLAUSES AND CONDITIONS/ SUPPLEMENTAL GENERAL CONDITIONS

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

a. General Conditions:

[2035 \(2020-05-28\), General Conditions - Higher Complexity - Services](#), apply to and form part of the Contract.

The text under Subsection 04 of Section 41 - Integrity Provisions - Contract, of General Conditions 2035 referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, unless already present, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.

5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of

(a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or

(b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the

extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

7.5 SECURITY REQUIREMENT

The SRCL attached at Annex C and related clauses below, apply to the Contract.

1. The Contractor/Offeror personnel must EACH hold a valid RELIABILITY STATUS.
2. Subcontracts which contain security requirements are not to be awarded without the prior written permission of Treasury Board of Canada Secretariat (TBS).
3. The Contractor/Offeror must comply with the provisions of the Security Requirements Check List.
 - Information is unclassified
 - Contractor will work from his/her premises
 - Contractor will be escorted on TBS premises
 - No IT equipment required
 - No access to TBS network and/or infrastructure

7.6 CONTRACT PERIOD

- a. **Contract Period** : The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
 - i. The "**Initial Contract Period**", which begins on the date the Contract is awarded until March 31, 2023

7.7 AUTHORITIES

- a. **Contracting Authority** [*To be provided at time of Contract award*]

The Contracting Authority for the Contract is:

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.

Please direct inquiries to:

Name: Lars Norgaard
Title: A/Team Leader, Procurement and Contracts
Organization: Treasury Board of Canada Secretariat
Address: 90 Elgin Ottawa ON
Telephone: 343-550-7003

E-mail address: lars.norgaard@tbs-sct.gc.ca

- b. **Technical Authority** [*To be provided at time of Contract award**]

The Technical Authority for the Contract is:

*

The Technical 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 Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

c. **Contractor's Representative** [*To be provided at time of Contract award*]

Note to Bidders: The Contractor's Representative, Contracting Authority, Technical Authority and contact information will be identified at the time of contract award.

7.8 PAYMENT

7.8.1 Basis of Payment

The Contractor will be paid firm all-inclusive, per-diem rates listed in Annex B, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

7.8.2 Competitive Award

The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

7.8.3 Professional Services Rates

In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor refuses, or is unable, to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include prohibiting the Contractor from bidding on future requirements that include any professional services, or rejecting the Contractor's other bids for professional services requirements on the basis that the Contractor's performance on this or other contracts is sufficiently poor to jeopardize the successful completion of other requirements.

7.8.4 Purpose of Estimates

All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitments to purchase specific amounts or values of services are described elsewhere in the Contract.

7.8.5 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.

7.8.6 Payment Credits

i. Failure to Provide Resource:

A. If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.

B. **Corrective Measures:** If credits are payable under this Article for two consecutive months or for three months in any twelve-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five (5) working days to deliver the action plan to the Client and the Contracting Authority and twenty (20) working days to rectify the underlying problem.

C. **Termination for Failure to Meet Minimum Availability Level:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor three (3) months' written notice of its intent, if any of the following apply:

1. the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
2. the corrective measures required of the Contractor described above are not met.

This termination will be effective when the three-month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.

- ii. **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- iii. **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- iv. **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- v. **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- vi. **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

7.8.7 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.9 CANADA'S TOTAL RESPONSIBILITY - LIMITATION OF EXPENDITURE

- i. Canada's total liability to the Contractor under the Contract, must not exceed **\$200,000.00** and the Harmonized Sales Tax is extra, if applicable.
- ii. 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.
- iii. 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.

7.10 INVOICING INSTRUCTIONS

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the provision.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must provide an electronic copy of each invoice via e-mail to the following addresses:

(To be inserted at contract award)

7.11 COMPLIANCE WITH CERTIFICATIONS

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

7.12 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR

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

7.13 APPLICABLE LAWS

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

7.14 PRIORITY OF DOCUMENTS

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

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. General Conditions 2035 (2020-05-28);
- c. Annex A, Statement of Work
- d. Annex B, Basis of Payment;
- e. Annex C, Security Requirements Check List;
- f. the Contractor's bid dated [_____] [*insert date of bid*].

7.15 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.16 INSURANCE REQUIREMENTS

A. Compliance with Insurance Requirements

1. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
3. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

B. Commercial General Liability Insurance

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 \$2,000,000.00 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 Treasury Board of Canada Secretariat.
 - 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - 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.

- l. 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. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

C. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000.00 per loss and in the annual aggregate, inclusive of defence costs.
2. If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least twelve (12) months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

7.17 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- b. **First Party Liability :**
 - i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to :
 - a. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - b. physical injury, including death.
 - ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
 - v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including :

- a. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
- b. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c. Third Party Claims:

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

7.18 JOINT VENTURE (if applicable)

- a. The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: _____.
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - i. _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - iii. all payments made by Canada to the representative member will act as a release by all the members.
- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.

- e. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Note to Bidders: *This Article will be deleted if the bidder awarded the contract is not a joint venture. If the Contractor is a joint venture, this clause will be completed with information provided in its bid.*

7.19 PROFESSIONAL SERVICES - GENERAL

- a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

- a. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five (5) working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
- b. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
 - b. assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meets or exceeds those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this sub article (c).
- c. Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority

does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

- d. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

7.20 SAFEGUARDING ELECTRONIC MEDIA

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

7.21 REPRESENTATIONS AND WARRANTIES

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.22 ACCESS TO CANADA'S PROPERTY AND FACILITIES

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

7.23 GOVERNMENT PROPERTY

Canada agrees to supply the Contractor with the items listed in Annex A - Statement of Work. The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.

7.24 TRANSITION SERVICES AT END OF CONTRACT PERIOD

At the conclusion of the contract, Contractor resources may be required at the discretion of TBS to transfer knowledge to TBS personnel or a subsequent contractor (if applicable). Knowledge transfer and transition-out activities at the conclusion of the contract will be limited to a maximum of 1 days of effort (per resource) at the applicable Per Diem rates specified in the Basis of Payment. A separate TA, identifying the required tasks, activities and deliverables, will be prepared for transition-out activities.

7.25 IDENTIFICATION PROTOCOL RESPONSIBILITIES

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

ANNEX A - Statement of Work

1.0 Workshops Design and Workshop Facilitation Services

Treasury Board Secretariat (TBS) - the Office of the Comptroller General (OCG) Chief Financial Officer (CFO) and Deputy Chief Financial Officer (DCFO) next generation leadership development programs for the Financial Management Community (FMC in the Government of Canada.

2.0 Background

Treasury Board Secretariat (TBS) - Office of the Comptroller General of Canada (OCG) provides leadership development opportunities to executives in the Financial Management Community (FMC) across the government of Canada. This is managed via the Financial Management Community Development (FMCD) team and curricula and training and development opportunities are designed to further develop and enhance the key leadership competencies required for career advancement and movement.

One of the new training opportunities is for the design, delivery and facilitation of workshops and Action learning circles:

- #1 Next Generation Chief Financial Officer Leadership Development Program (NGCFO) which was initially piloted and launched in 2016-2017 and:
- #2 Next Generation Deputy Chief Financial Officer (NGDCFO) Development Program which was piloted and launched in 2018-2019.

The program's vision is to bring leaders together to enhance their leadership skills and engage in learning activities that build a strong vibrant and collaborative Financial Management Community (FMC). Each program is a year in duration and is for up to a maximum of 25 participants ranging from EX-01-EX-03 or equivalent.

The program(s) objective is to develop future senior leaders who can also occupy the position of CFO/DCFO, and ensure they have the strategic leadership skills, depth and breadth of experience and core financial competencies necessary to lead organizations into the future.

The program (s) will accelerate the readiness of senior executives to move into the EX-04 level Chief Financial Officer (CFO) and move into the EX-03 level Deputy Chief Financial Officer (DCFO) role, support transition, and increase the likelihood of success. These program(s) will form part of the TBS - OCG's CFO/DCFO Talent Management strategy/initiative and assist the FMC Executives to meet its leadership learning and development needs and build future leaders within the government of Canada. The NGCFO/NGDCFO programs are each for a period of 12 months and will take place over a two-year cycle, with alternate program delivery.

Activities included in the Leadership Development Program are the workshops, these are hands-on learning activities which are each two days in duration. They are an opportunity for participants to

tackle real work challenges, identify options for resolution and develop an action plan. The goal of the development is to ensure program(s) remain current and evergreen and are reviewed after each program completion taking into account feedback and lessons learnt. In addition, Action learning circles take place after each workshop and are one day in duration. This Action learning circle is a group discussion in an environment that allows participation of impartial advice and encouragement; assists with problem solving; improves self-confidence; helps with professional development; encourages reflection on practice and is facilitated by retired seasoned CFOs.

The Office of the Comptroller General (OCG) has a draft leadership development program outline which has traditionally covered suggested topics and will provide the contractor with the initial insights to further develop and enhance the NGCFO/NGDCFO developmental workshop program(s) materials as they deem necessary while ensuring hot topics items and materials remain evergreen.

Programs will be offered to two leadership audiences: #1 The NGCFO (2021-2022) and #2 The NGDCFO (2022-2023) with the option to renew for an additional two programs.

3.0 Objectives

Treasury Board Secretariat (TBS) - Office of the Comptroller General of Canada (OCG) requires the services of a Contractor to design and facilitate six (6) two-day workshops over a period of (24) month(s), in addition facilitate eight (8) one-day Action learning circles for the (NGCFO - 2021-2022 and NGDCFO 2022-2023).

The objectives of the workshops are to foster collaboration, support alignment, create synergy and build common language across the organization and further develop the key leadership competencies and introduce hot topics. The focus must be on the: issues; identification of bridges and the required development gaps; addresses specific learning objectives and outcomes, and; defines innovative learning modalities with the goal of maximising desired learning outcomes taking into account various leadership and development strategies including the instructional methodology, facilitation of workshops and Action learning circles. The contractor is to provide program enhancements and new innovated approaches as it is predicated on reflective learning whereby participants are given opportunities of reinterpreting their own past experiences so they can apply the lessons learnt to making useful progress on current, real-world problems and opportunities.

The desired outcomes for the workshops are:

- Share a common experience and language for leadership development conversations;
- Generate an exchange of ideas and provide an opportunity for reflection; and
- Identify concrete actions in order to develop key leadership competencies back on the job.
- Better understand the role of a CFO/DCFO and the impact of their leadership style on the organization and individual effectiveness and productivity.
- Be able to become comfortable and better at identifying problems and forming solutions.
- Be able to share experiences/challenges in Action learning circles.

4.0 Scope of Work

The Contractor must design and facilitate #1 - Next Generation Chief Financial Officer (NGCFO) leadership development program - 12 months in duration:

- Three (3) workshops and facilitate four (4) Action learning circles in total from the contract start date to January 12-13, 2022. The workshops are to be delivered to a maximum of 25 participants.
- The first of the, second and third two-day workshops are to be delivered to the NGCFO cohort #1 2021-2022.
- The NGCFO program is for a group of senior executives at the EX-03 or equivalent level and the first workshop is to be delivered by the end of fiscal 2020 (31 March 2020) and will set the tone in terms of what the role of a CFO is within the Leadership Development Program, it will enable participants to reflect on their role and competencies related to that role, and set objectives for the program.
- The second and third workshops will be delivered in fiscal year 2021-2021. The second workshop will be on problem-solving while tackling real CFO challenges. It will be an opportunity to work as a group to identify possible solutions, reach an agreement on a way forward and prepare an action plan.
- Throughout the workshops, the Cohort will develop a variety of key leadership competencies such as problem-solving, collaboration, decision-making, strategic thinking, teamwork, listening skills and coaching.
- In addition, after each workshop Action learning circles will further facilitate learning.

The Contractor shall design and facilitate #2 - Next Generation Deputy Financial Officer (NGDCFO) leadership development program - 12 months in duration:

- Three (3) workshops and facilitate four (4) Action learning circles in total from the contract start date to January, 2022. The workshops are to be delivered to a maximum of 25 participants.
- The first of the, second and third two-day workshops are to be delivered to the NGDCFO cohort 2022-2023.
- In addition, there will be an on-line program component which will cover hot financial management topics to ensure senior leaders are kept current with financial changes, including legislation.
- The NGDCFO program is for a group of senior executives at the EX-01-EX-03 or equivalent level and the first workshop is to be delivered by the end of fiscal 2022 (31 March 2022) and will set the tone in terms of what the role of a DCFO is within the Leadership Development Program, it will enable participants to reflect on their role and competencies related to that role, and set their objectives for the program.

- The second and third workshops will be delivered in fiscal year 2022-2023. The second workshop will be on problem-solving while tackling real DCFO challenges. It will be an opportunity to work as a group to identify possible solutions, reach an agreement on a way forward and prepare an action plan.
- Throughout the workshops, the Cohort will develop a variety of key leadership competencies such as problem-solving, collaboration, decision-making, strategic thinking, teamwork, listening skills and coaching.
- In addition, after each workshop Action learning circles will further facilitate learning.

All six workshops designed for the Cohorts will be delivered between June, 2021 and March 31, 2023.

The Contractor must perform all of the following tasks for each program:

- ***A detailed workplan is to be provided within two weeks of the contract award date.***
- Plan and design six (6) two-day workshops within the context of the Leadership Development Program:
- Facilitate the Action learning sets eight (8) one day sessions by retired seasoned CFOs.
- Facilitate in a bilingual format, six (6) workshops: of a maximum of twenty-five (25) participants by, among other things, encouraging participants to interact productively and guiding the participants through an effective process;
- Coordinate logistics with the OCG through a single point of contact;
- Integrate the key leadership competencies (KLC's) in the design of the six (6) workshops;
- Participate in planning meeting(s), progress meeting(s) and a post-mortem meeting as and when required by the OCG; and
- Plan and implement evaluations for the workshops including, input and feedback from Contractor's Personnel and participants and share with the Project Lead.
- Feedback/lessons learned will be incorporated into the materials and refinements will be made as the program enhances, this will be done in partnership with the Technical Authority.

5.0 Personnel Requirement

RESOURCE CATEGORY	LEVEL	QUANTITY	SECURITY LEVEL	LANGUAGE
SR1.0 Faciliator Consultant(Instructional Methodology)	Senior	1	Reliability	English (Bilingual would be an asset)
SR2 Facilitator Consultant Workshops	Senior	2	Reliability	1 English 1 Bilingual
SR3 Facilitator Consultant (on-line learning) NGDCFO program only	Senior	1	Reliability	English (Bilingual would be an asset)
SR4 Leadership Development Consultant (Action Learning Circles)	Senior	4	Reliability	3 English 1 Bilingual

6.0 Deliverables

The Contractor must perform the work to be delivered as described in this Statement of Work, for a term expiring on March 31, 2023, plus an irrevocable option for the OCG to extend the term for up two (2) additional one (1) year periods, and do everything else that is necessary to discharge its obligations except what is expressly specified herein to be an OCG responsibility. Without limiting the foregoing, the Contractor shall design and facilitate workshops and Action learning circles as follows:

1. **Design # one (1)** NGCFO workshop, upon contract award:
 - a. Provide a detailed workplan within two weeks of the contract award date.
 - b. Provide design of the workshop for OCG approval, including among other things, the description of activities and discussions proposed, (e.g. objective, activities, facilitation plan and evaluation method);
 - b. This learning must take into account video conferencing considerations in lieu of formal classroom training.
 - c. Prepare and provide all participants’ material (including but not limited to electronic presentation, hardcopy, handouts, reading lists) in both official languages (French and English).
 - d. Provide workshop evaluations, lessons learned and recommendations in a final report at the post-mortem meeting following each workshop.

2. Facilitate the first (1), second (2) and third (3) workshop, on two (2) occasions, with a maximum of twenty-five (25) participants in each workshop, in a bilingual format (French and English). Facilitate the Action learning circles. Dates to be determined upon contract award date.
 - a. Presentation, hardcopy, handouts) in both official languages (French and English).
 - b. Provide workshop evaluation, lessons learned and recommendations in a final report at the post-mortem meeting following each workshop.

3. **Design # two (2)** Design the first NGDCFO workshop, between the contract start date and December 1, 2021.
 - a. Provide design of the workshop for OCG approval, including among other things, the description of activities and discussions proposed, (e.g. objective, activities, facilitation plan and evaluation method);
 - b. Prepare and provide all participants' material (including but not limited to electronic presentation, hardcopy, handouts, reading lists) in both official languages (French and English).
 - c. Provide workshop evaluation, lessons learned and recommendations in a final report at the post-mortem meeting following each workshop.
 - d. In addition, there will be an on-line program component which will cover hot financial management topics to ensure senior leaders are kept current with financial changes, including legislation.

4. Facilitate the second (2) and third (3) workshop, on two (2) occasions, with a maximum of twenty-five (25) participants in each workshop, in a bilingual format (French and English). Facilitate the Action learning. Dates to be determined upon contract award date.

5. **Design # two (2) NGDCFO Cohort workshops**, between January 1, 2022 and March 31, 2023.
 - a. Provide design of the workshop for OCG approval, including among other things, the description of activities and discussions proposed, (e.g. objective, activities, facilitation plan and evaluation method);

 - b. Prepare and provide all participants' material (such as, but not limited to electronic presentation, hardcopy, handouts) in both official languages (French and English).
 - c. Provide lessons learned and recommendations in a final report at the post-mortem meeting following each workshop.
 - d. Provide lessons learned and recommendations in a final report at the post-mortem meeting following each workshop.

6. Facilitate the first (1), second (2) and third (3) workshop, on two (2) occasions, with a maximum of twenty-five (25) participants in each workshop, in a bilingual format (French and English). Facilitate the Action learning circles in 2022-2023. Dates to be determined upon contract award date.

Associated Deliverables in both official languages for each program:

- a. Detailed workplan within one week after contract award date
- b. Agenda and outline of program delivery
- c. Instructional methodology
- d. Tools and learning aids
- e. Speakers' briefing material
- f. Participant manual
- g. Train the trainer/Facilitators guide
- h. Action learning circles facilitated by retired CFOs/ADMs
- i. On-line materials on financial management hot topics.

Associated Schedule of all Deliverables:

- a. All workshop materials are to be presented to OCG - TBS approximately 8 weeks before the scheduled delivery date of the workshop(s)

The OCG may opt to extend the Term of the Contract Terms and Conditions to ensure materials remain evergreen and are reusable for the next cohorts. This includes if appropriate the re-design of materials, facilitation of eight (8) workshops, and eight (8) Action learning circles for the NGCFO and NGDCFO programs as previously described in the SOW. The extent of work will be dependent upon the overall program feedback and will incorporate final lessons learned and recommendations in a final report at the post-mortem meeting following program completion for each program. Dates are to be determined upon contract award date.

7.0 Acceptance Criteria

Upon feedback/consultation with the Project Authority, the Contractor will provide all documents in the format of Word/PowerPoint/Excel and these will become the property of TBS - OCG.

This learning must take into account video conferencing considerations in lieu of formal classroom training.

In addition, **deliverable #1** will be the instructional methodology, design and development and delivery of the NGCFO workshops materials and;

For reports to be deemed acceptable by the Technical Authority, the following parameters must be adhered to:

1. The final report demonstrates a clear organization, objective and storyline (methodology, items in scope, items out of scope, conclusion, etc.).

2. The report flows in a logical format that permits the reader to entirely understand the objectives of the report, and that it appropriately describes how recommendations and conclusions were determined.
3. The report describes the role of the research in informing the options and recommendations.
4. Distinct sections of the report are linked together in a coherent fashion. There is a progression of the analysis and the analysis defines the contribution to the options identification and recommendations. For example:
 - a. It should be clear that the examples in the report are addressing the objective of the SOW. Furthermore, it should be clear how this analysis can inform the development of options and other considerations.
 - b. It should be evident how the identification of options is informed by the consultations and analysis of the information.
 - c. The report should identify how any list of recommended documents for inclusion in the overall analysis is arrived at.

Moreover, an explanation and rationale of the findings / recommendations, linked back to information obtained through the earlier analysis, should be provided. Details pertaining to actual methods to systematically receive or access the documents that form part of the work should be specified, as applicable.

Deliverable #2 will be the design and development and delivery of NGDCFO workshop materials. Schedule to be determined upon contract award. This will follow the same format as the NGCFO program.

8.0 TBS - OCG Responsibilities

The TBS - OGG will:

- Provide suitable training rooms;
- Provide the equipment required for the workshop's delivery including, laptop, LCD projector, flip charts, screen and markers;
- Manage participants' registrations;
- Provide a historical review to the Contractor of past leadership events, background information, key messages, outcomes, successes and challenges as required;
- Provide logistical and administrative support services to enable the delivery of the workshop's sessions;

9.0 Language of Work

The initial consultations, follow up meetings and workshops materials until finalised will be primarily in English.

The Contractor's Personnel must conduct the workshops in both official languages, English and French, in equal proficiency.

10.0 Location of Work and Travel Requirements

All work will be conducted at the Contractor premises or the Technical Authority will provide a location at 90 Elgin St. Ottawa, K1P 5E9 for meetings or at an off-site location determined by the Project Authority as and when required.

Workshops will be conducted off site at a conference facility most likely in the Quebec region. The TBS - OCG will not pay for any travel or living expenses associated with performing the work. The Contractor is solely responsible for any travel and associated costs of any Contractor Personnel providing services to the TBS - OCG, irrespective of the location of the Contractor Personnel's regular business location.

ANNEX B - Basis of Payment

1.0 Contract Period - Date of Contract award to March 31, 2023 and two (2) additional optional one (1) year periods

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

	Contract Period: Date of Award to 31 March 2023	Number of resources required	Quoted all- inclusive per diem rate (in Cdn \$)	Estimated Level of Days for Evaluation Purposes (in days)	Total (in Cdn \$)
			A	B	C= A x B
SR1	Facilitator Instructional Methodology - Senior	1	\$	20	
SR2	Facilitator of Workshops - Senior	2	\$	20	
SR3	Facilitator on-line learning - NGDCFO - Senior	1	\$	10	
SR4	Leadership Development Consultant (Action Learning Circles) - Senior	4	\$	18	
1		Sub-total Evaluated Price (HST excluded): (i.e., sum of: Sub-total Stream SR1 + Sub-total Stream SR2 + Sub-total Stream SR3+ Sub-total Stream SR4			\$
2		Applicable taxes Insert amount as applicable:			HST:
3		Total Evaluated Price (HST Included)			\$

* The Contractor grants to Canada the irrevocable option to acquire the services for two (2) additional optional one (1) year periods under the same conditions and at the prices and/or rates stated in the Contract. The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

1.2 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:

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

- (i) All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- (ii) No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

2.0 Travel and Living Expenses

There is no Travel and Living Expenses associated with this contract.

3.0 Total Estimated Cost of Professional Services and Travel and Living Expenses to a Limitation of Expenditure not to exceed: \$200,000.00 plus applicable taxes.

ANNEX C - SRCL Security Requirements Check List



Contract Number / Numéro du contrat 24062-20-808
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine TBS	2. Branch or Directorate / Direction générale ou Direction OCG-FMS	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Workshop Design and Workshop Facilitation Services		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat 24062-20-808
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine TBS	2. Branch or Directorate / Direction générale ou Direction OCG-FMS	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Workshop Design and Workshop Facilitation Services		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat 24062-20-808
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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Government of Canada / Gouvernement du Canada

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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

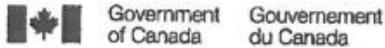
Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? / La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? / La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Contract Number / Numéro du contrat 24062-20-808
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Fiona Peters		Title - Titre Senior Human Resources Advisor	Signature
Telephone No. - N° de téléphone 613 863 5737	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Fiona.Peters@tbs-sct.gc.ca	Date 10th October, 2020
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Chantal Lamoureux		Title - Titre Chief, Physical Security	Signature Chantal Lamoureux <small>Digital signed by: Chantal Lamoureux, CN=C=Chantal Lamoureux, OU=Chantal Lamoureux@tbs-sct.gc.ca, Reason: I am the author of this document. Location: your signing location here. Date: 2020.10.07 09:02:11 Fax: PhisSecPDF Version 10.1.2</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 2020-10-07
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature Norgaard, Lars <small>Digital signed by: Norgaard, Lars, CN=LARS, DN=C=LARS, OU=TTIS-SCT, CN=Norgaard, Lars, Reason: I am the author of this document. Location: your signing location here. Date: 2020.10.08 16:04:05:00 Fax: PhisSecPDF Version 10.1.2</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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ANNEX D - Flexible Grid

The applicable Flexible Grid is as follows:

SR1 Facilitator Instructional Methodology	Senior	1	Reliability	English (Bilingual is an asset)
SR2 Facilitator of Workshops	Senior	2	Reliability	1 English / 1 Bilingual
SR3 Facilitator on-line learning - NGDCFO only	Senior	1	Reliability	English (Bilingual would be an asset)

SR1 Facilitator Consultant - Instructional Methodology;

SR2 Facilitator of Workshops;

SR3 Facilitator - online learning (NGDCFO) only

The required services may include, but are not limited to the following:

1. Encouraging group members to participate and interact productively and guide the group through an effective process
2. Facilitating strategic and operational planning
3. Facilitating team building sessions
4. Facilitating knowledge transfer, coaching and skills development
5. Utilizing tools and techniques to engage participation such as (but not limited to) brainstorming session, role playing, walk-thrus
6. Facilitating large and small groups
7. Providing electronic facilitation services
8. Moderating group discussions
9. Stimulating a constructive and clear exchange of ideas among the members and promoting feedback
10. Redirecting group members to carry on with an interaction when tangents occur
11. Timekeeping to ensure that the planned agenda is completed prior to the end of the allotted time or in accordance with an agreed to modifications by the group
12. Guiding a group to consensus and desired outcomes
13. Planning and preparation of the session such as understanding the clients' needs, predefine the approach and techniques to be used and develop event plan
14. Promoting group participation, mutual understanding and shared responsibilities among the group by fostering open participation with respect for client culture, norms and participant diversity
15. Providing end to end facilitation which may involve physical arrangements, delegating program committees, visual materials, defining the agenda, establishing goals, structure and strategy of the sessions, closeout activities
16. Draft and finalize reports on the results and conclusions of facilitated sessions and prepare and deliver presentations based on facilitated sessions such as lessons learned reports
17. Working with different levels of hierarchy within an Organization on a national level

Facilitator Flexible Grid

Levels of Expertise required:

Senior: Minimum 95 pts

Relevant Education to the Consultant Category

University: 30 pts

College or CEGEP Diploma / Certificate: 25 pts

Formalized Training (examples of formalized training but not limited to, Recognized Mediation Certifications, Certified Training and Development Professional (CTDP), Training Certifications from accredited Institutions, American National Standards Institute (ANSI) - Association for Challenge Course Technology, Certified Online Facilitation: 20 pts

Professional Certification

Relevant Professional Certification: 10 pts

Relevant Experience in Consultant Category: Range of years is based on a minimum of 3 completed facilitation events within one calendar year

>1 yrs and <2 yrs: 12-23 months - 10 pts

>2 yrs and <4 yrs: 24-47 months - 20 pts

>4 yrs and <6 yrs: 48-71 months - 25 pts

>6 yrs and <8 yrs: 72-95 months - 40 pts

>8 yrs and <10 yrs: 96-119 months - 55 pts

>10 yrs and <15 yrs: 120-179 months - 70 pts

>15 yrs: 180+ months - 80 pts

SR4 Leadership Development Consultant (Action Learning Circles)	Senior	4	Reliability	3 English / 1 Bilingual
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SR4 Leadership Development Consultant - The required services may include, but are not limited to the following

- Analyzing executive/manager leadership skills strengths and weaknesses
- Developing leadership improvement programs
- Designing and facilitating coaching/mentoring sessions
- Establishing and facilitating forums and workshops for managers to share leadership experiences and challenges
- Designing, developing and implementing mentorship programs
- Conducting reviews and developing implementation strategies
- Developing information sessions
- Providing mentoring and coaching assistance
- Developing talent management and succession readiness strategies
- Developing target workshops that helps managers become sponsors or agents of change and how to use effective communication as a change tool
- Conducting benchmarking exercises
- Developing key functions concepts for succession planning

Levels of Expertise

Senior: **Minimum 95 pts**

Relevant Education to the Consultant Category

University (PhD, Graduate, Undergraduate, degree): 35 pts

College or CEGEP Diploma/Certificate: 25 pts

High School Diploma: 20 pts

Professional Certification

Relevant Professional Certification: 15 pts

Relevant Experience in Consultant Category

≥1 yrs and <2 yrs: 12-23 months - 10 pts

≥2 yrs and <4 yrs: 24-47 months - 20 pts

≥4 yrs and <6 yrs: 48-71 months - 30 pts

≥6 yrs and <8 yrs: 72-95 months - 40 pts

≥8 yrs and <10 yrs: 96-119 months - 50 pts

≥10 yrs: 120 + months - 60 pts

ANNEX E- Bid Evaluation Criteria

Workshops Design and Facilitation Services Next Generation Chief Financial Officer (NGCFO) / Next Generation Deputy Chief Financial Officer (NGDCFO)

Mandatory Evaluation Criteria

SR1 Facilitator Instructional Methodology - Senior

[name of proposed resource]		Bidder's Response		Reserved ↓ Met/ Not Met
Mandatory Criteria		Demonstrated Experience	Résumé page #	
M1	<p>The Bidder must demonstrate that the proposed resource SR1 (Facilitator - Instructional Methodology) has a minimum of 6 years (72 months) of experience in instructional design, specifically in learning methodology and developing the design content for executive leadership development programs within the last 8 years (96) months.</p>			
M2	<p>The proposed resource must have provided professional services as a SR1 (Facilitator – Instructional Methodology) and provided the following:</p> <ul style="list-style-type: none"> • The necessary tools to design and develop a variety of activities in an executive leadership development program; • Identifying the content, including identifying source material, develop real comptrollership case studies, practical exercises and reference items, such as suggested readings, books, articles, videotapes, and static media; independent readings, suggested articles, studies; 			

[name of proposed resource]	Bidder's Response		Reserved ↓
<ul style="list-style-type: none"> • Reviewing the design documents, scripts, and the final deliverable to verify content accuracy. <p>To demonstrate compliance with M2, the Bidder's proposed resource should provide all of the following information:</p> <ul style="list-style-type: none"> • Name of Client Organization; • Project description; • Description of the roles and responsibilities of the proposed resource in the project; • Project duration, including start and end dates in months and years (i.e.: January 2019 to January 2020 - 12 months); and • Client contact name, position, current telephone number and email address of client reference. <p>Note: In the case where the timelines of two or more projects overlap, the duration of time common to each project will not be counted more than once.</p>			

SR2 Facilitator Workshops - Senior

<p>[name of proposed resource]</p> <p>Mandatory Criteria</p>	Bidder's Response		<p>Reserved ↓ Met/ Not Met</p>
	Demonstrated Experience	Résumé page #	
<p>M3</p> <p>The Bidder must demonstrate that the proposed resource SR2 (Facilitator - Workshops) has a minimum of 5 years (60 months) of experience in facilitating leadership development program workshops for executives within the last 8 years (96) months.</p> <p>To demonstrate compliance with M1, the Bidder's proposed resource must provide all of the following information:</p> <ul style="list-style-type: none"> • Name of Client Organization; • Project description; • Description of the roles and responsibilities of the proposed resource in the project; • Project duration, including start and end dates in months and years • (i.e.: January 2019 to January 2020 – 12 months); and • Client contact name, position, current telephone number and email address of client reference. <p>Note: In the case where the timelines of two or more projects overlap, the duration of time common to each project will not be counted more than once.</p>			
<p>M4</p> <p>The proposed resource must have provided professional services as a resource SR2 (Facilitator - Workshops) and provided a safe and engaging environment that sets the tone and enables participants to reflect on their current and future roles and further develop their key leadership competencies</p>			

[name of proposed resource]	Bidder's Response		Reserved ↓
<p>related to that role, as well as set objectives for the program.</p> <p>Topics such as:</p> <ul style="list-style-type: none"> • experiential learning (learning from one another); • identifying real challenges; • experiential opportunities (learning on the job); • appreciative inquiry (positive thinking); • Plenary sessions in workshops (working in groups); identifying as a group, possible solutions; • working towards reaching an agreement on a way forward and problem solving towards developing an action plan. 			

SR3 Facilitator on-line learning - Senior

[name of proposed resource]	Bidder's Response		Reserved ↓
Mandatory Criteria	Demonstrated Experience	Résumé page #	Met/ Not Met
<p>M5 The Bidder must demonstrate that the proposed resource SR3 Facilitator - (on-line learning) has a minimum of 6 years (72 months) of experience within the last 7 years (84) months in the design and development of on-line training for executives.</p>			

SR4 Facilitator Leadership Development Consultants (Action Learning Circles) - Senior

[name of proposed resource]		Bidder's Response		Reserved ↓ Met/ Not Met
Mandatory Criteria		Demonstrated Experience	Résumé page #	
M6	The Bidder must demonstrate that the proposed resource SR4 (Leadership Development Consultant – Action Learning Circles) have experience in mentoring groups of senior executives and developing key leadership competencies such as problem solving, collaboration, decision making, strategic thinking, team work, listening skills and coaching in the public and/or private sector.			
M7	The Bidder must demonstrate that the proposed resource SR4 (Leadership Development Consultant – Action Learning Circles) has experience in facilitating and advancing discussions around real life case studies which ultimately lead to effective solutions for organizations to resolve real issues.			

Point Rated Evaluation Criteria

Facilitator SR#1 (Instructional Methodology) - Senior

[name of proposed resource]		Bidder's Response		Reserved ↓
Point Rated Criteria		Demonstrated Experience	Résumé page #	Met/ Not Met
R1	<p>The proposed resource SR1 Facilitator – Instructional Methodology should demonstrate experience in the design and the development of executive leadership development programs to a wide audience of senior executives, who are moving towards the next level of their career.</p> <p>The executive leadership development programs can be programs that are off the shelf and modified to suit and/or designed from scratch.</p>	One point will be awarded per applicable project up to 5 points		5
R2	<p>The proposed resource SR1 Facilitator – Instructional Methodology should provide a detailed description of their approach and methodology for performing the project described in the SOW in the RFP. The information provided will be evaluated on the extent to which the information is rigorous, responsive and consistent.</p>	<p>Approach and Methodology - 30 pts max.</p> <ul style="list-style-type: none"> • Approach/Methodology – 6 pts • Suggested Topics 1 pt. for each topic addressed up to max. of 10 • Agenda/Outline – 4 pts • Breakdown of Materials – 4 pts • Classroom-based training course - 4 points • Video conferencing considerations in lieu of classroom training – 2 pts 		30
R3	<p>The proposed resource SR1 Facilitator – Instructional Methodology should provide a detailed description of the approach and methodology for providing Workshop Training. This should include the proposed agenda and outline for delivery of topics to be covered in a classroom-based training course and a</p>	<p>Workshop Training: 10 pts max.</p> <ul style="list-style-type: none"> • Approach/Methodology – 4 pts • Agenda/Outline – 4 pts 		10

	[name of proposed resource]	Bidder's Response		Reserved ↓
	breakdown of the material including the proposed duration of the training in number of hours and days; include plenary sessions including direct classroom input from participants. This learning must take into account video conferencing considerations in lieu of formal classroom training.	<ul style="list-style-type: none"> • Breakdown of Materials – 2 pts 		
R4	The proposed resource SR1 Facilitator - Instructional Methodology should provide a detailed description of the appropriateness and completeness of the approach and methodology for the instructional methods proposed to be utilized. This should include a description of how the various instructional methods are incorporated into the workshop(s) training session(s), development of Customized Development Plans and Train the Trainer support to address the various learning styles of the participants.	<p>Instructional Methods 8 pts max.</p> <p>Number of instructional methods addressed by bidder: More than three methods - 8 pts Three methods - 4 pts Less than three methods - 2 pts</p>		8
R5	The proposed resource SR1 Facilitator - Instructional Methodology should provide a detailed description of the appropriateness and completeness of the approach and methodology for providing a Customized Development Plan for participants.	<p>Customized Development Plans - 10 pts max.</p> <ul style="list-style-type: none"> ✓ Coaching from sponsors - 2 pts ✓ Mentorship opportunities - 2 pts ✓ Learning - 2 pts ✓ Networking - 2 pts ✓ Experiential Opportunities - 2 pts 		10
R6	The proposed resource SR1 Facilitator - Instructional Methodology should provide a detailed description of the appropriateness and completeness of the approach and methodology for providing “train the trainer” learning.	<p>Train the Trainer Learning - 10 pts max.</p> <ul style="list-style-type: none"> ✓ Description of methodology - 2 pts ✓ Role of facilitator - 2 pts ✓ Use of coaching techniques - 2 pts ✓ Creating a safe and collaborative environment - 2 pts ✓ Other (Train the Facilitator) and Facilitators Guide - 2 pts 		10

[name of proposed resource]		Bidder's Response		Reserved ↓
R7	<p>The proposed resource SR1 Facilitator - Instructional Methodology should provide a detailed description of the appropriateness and completeness of the training materials expected to be used. This should include a description of the training materials that will be used to support the training delivery.</p> <p>Examples should be provided of participant training material related to Workshop Training and support the development of Customized Development Plans and instructors training material for the Train the trainer.</p>	<p>Materials - 10 pts max</p> <ul style="list-style-type: none"> ✓ Training Instructions/methodology - 2 pts ✓ Slides and handouts - 2 pts ✓ Case studies/exercises - 2 pts ✓ Illustrative examples of topic discussed - 2 pts ✓ Other relevant tools and learning materials - 2 pts 		10
	Maximum available points:	83	SR1 Score:	

Facilitator SR2 Facilitator (Workshops) - Senior

[name of proposed resource] Point Rated Criteria		Bidder's Response		Reserved ↓ Met/ Not Met
		Demonstrated Experience	Résumé page #	
R8	The proposed resource SR2 Facilitator - Workshops should provide a detailed description of their experience as a facilitator working with Senior Financial executives e.g. Chief Financial Officers/Deputy Chief Financial Officers or equivalent levels in previous executive leadership development programs.	One point will be awarded per applicable project up to 5 points		
R9	The proposed resource SR2 Facilitator - Workshops should demonstrate that they were facilitating impartial advice and encouragement; assisting participants with problem solving; improving self confidence; helping professional development by encouraging reflection on practice; providing a safe and collaborative space for participants to tackle real work challenges; identify options for resolution and develop future senior executives.	One point will be awarded per applicable project up to 5 points		
Maximum available points:		10	SR2 Score:	

Facilitator SR3 Facilitator (on-line learning) - Senior

[name of proposed resource] Point Rated Criteria		Bidder's Response		Reserved ↓ Met/ Not Met
		Demonstrated Experience	Résumé page #	
R10	The Bidder should demonstrate that the proposed resource SR3 Facilitator – on-line learning has a minimum of four on-line learning programs designed specifically for senior executives in a financial management capacity for financial and nonfinancial executive audiences and provided on-line support to participants.	Maximum points = 8 3 projects or less 0 points 4 projects – 4 points 5 projects – 5 points 6 projects – 6 points 7 projects – 7 points 8 projects – 8 points		
	Maximum available points:	8	SR3 Score:	

Facilitator SR4 Leadership Development Consultants (Action Learning Circles) - Senior

[name of proposed resource]		Bidder's Response		Reserved ↓
Point Rated Criteria		Demonstrated Experience	Résumé page #	Met/ Not Met
R11	The Bidder should demonstrate that the proposed resource SR4 Leadership Development Consultant – Action learning circles should demonstrate that the proposed resources have worked with senior executives in mentor and/or coaching role and/or in small action learning circles where others have shared their ideas and experiences. Also, this experience forms part of a senior executive leadership development program.	One point will be awarded per applicable project up to 5 points		
R12	The Bidder should demonstrate that the proposed resource SR4 Leadership Development Consultant – Action Learning Circles specifically probing real life case studies with the goal of reaching an ultimate resolution at the senior executive levels.	One point will be awarded per applicable project up to 5 points		
R13	The Bidder should demonstrate that the proposed resource SR4 Leadership Development Consultant – Action Learning Circles specifically worked with CFO/DCFO's or equivalent levels i.e. mid to senior level executives in the previous projects	One point will be awarded per applicable project up to 5 points		
	Maximum available points:	15	SR4 Score:	
	Total score SR1 (83 points) + SR2 (10 points) + SR3 (8 points) + SR4 (15 points) = Max overall score 116 points			

ANNEX F - NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. 24062-20-808 between Her Majesty the Queen in right of Canada, represented by the Minister of the Treasury Board of Canada Secretariat and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: 24062-20-808.

SIGNED

Date