

---

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 Security Requirements .....	3
1.2 Accessibility .....	3
1.3 Statement of Work.....	3
1.4 Delivery Outside a Comprehensive Land Claims Settlement Area. ....	3
1.5 Debriefings .....	3
<b>PART 2 - BIDDER INSTRUCTIONS.....</b>	<b>6</b>
2.1 Standard Instructions, Clauses and Conditions .....	4
2.2 Submission of Bids.....	6
2.3 Former Public Servant.....	6
2.4 Enquiries - Bid Solicitation .....	5
2.5 Applicable Laws .....	6
2.6 Bid Challenge and Recourse Mechanisms .....	6
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>7</b>
3.1 Bid Preparation Instructions .....	7
3.2 Accessibility .....	9
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>8</b>
4.1 Evaluation Procedures .....	9
4.2 Basis of Selection.....	10
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.....</b>	<b>13</b>
5.1 Certifications Required with the Bid .....	15
5.2 Certifications Precedent to Contract Award and Additional Information .....	15
<b>PART 6 - RESULTING CONTRACT CLAUSES.....</b>	<b>17</b>
6.1 Security Requirements .....	17
6.2 Statement of Work.....	17
6.3 Standard Clauses and Conditions.....	17
6.4 Term of Contract .....	17
6.5 Authorities .....	17
6.6 Proactive Disclosure of Contracts with Former Public Servants.....	18
6.7 Basis of Payment .....	18
6.8 Time Verification.....	20
6.9 Invoicing Instructions.....	21
6.10 No Responsibility to Pay for Work not performed due to Closure of Government Offices .....	19
6.11 Certifications Compliance .....	19
6.12 Dispute Resolution .....	19
6.13 Applicable Laws .....	19
6.14 Priority of Documents .....	20
6.15 Translation of Documentation .....	20
6.16 Replacement of Specific Individuals .....	20
6.17 Ownership .....	20
6.18 Identification Protocol Responsibilities.....	21
6.19 Intellectual Property Infringement and Royalties .....	21
<b>ANNEX A: STATEMENT OF WORK.....</b>	<b>27</b>
<b>ANNEX B: BASIS OF PAYMENT.....</b>	<b>28</b>
<b>ANNEX C: SECURITY REQUIREMENTS CHECK LIST.....</b>	<b>29</b>

**List of Attachments to Part 1 (General Information):**

Attachment 1 to Part 1 - List of Suppliers Invited to Bid

**List of Attachments to Part 3 (Bid Preparation Instructions):**

Attachment 1 to Part 3 – Pricing Schedule

**List of Attachments to Part 4 (Evaluation Procedures and Basis of Selection):**

Attachment 1 to Part 4 – Technical Evaluation Criteria

Attachment 2 to Part 4 – Flexible Grid

**List of Attachments to Part 5 (Certifications):**

Attachment 1 to Part 5 – Certifications Precedent to Contract Award

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to the Solicitation.

### **1.2 Accessibility**

Considering accessibility criteria and features is obligatory with this requirement. For additional information consult the [Treasury Board Contracting Policy](#).

### **1.3 Statement of Work**

The work to be performed is detailed under Annex A: Statement of Work.

### **1.4 Delivery Outside a Comprehensive Land Claims Settlement Area.**

The resulting Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

### **1.5 Debriefings**

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

## **PART 2 – BIDDER INSTRUCTIONS**

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

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

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

The 2003 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions (2003) incorporated by reference above is deleted in its entirety and replaced with the following:

- (a) at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

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

Delete: 60 days

Insert: 30 days

### **2.2 Submission of Bids**

Bids must be submitted by the date, time and place indicated on bid solicitation

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### **Definitions**

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of

various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

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

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes ( ) No ( )

If so, the Bidder must provide the following information:

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

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

All enquiries must be submitted in writing to the Contracting Authority no later than 2 (two) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 2.5 Applicable Laws

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

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

## 2.6 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**

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

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

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

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

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

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

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

Bidders must submit their financial bid in accordance with the Pricing Schedule Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

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

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

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

### **3.2 Accessibility**

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 delivery; or
- (b) describe how the bidder would deliver its goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.

---

## ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all-inclusive fixed per-diem rate for each of the resource categories identified.

- (a) Work described in Part 6, Resulting Contract Clauses, of this bid solicitation required to be performed within the location listed below.
- (b) travel between the successful bidder's place of business and the locations listed below; and
- (c) 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 inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

<b>Deliverable</b>	<b>Cost per unit</b>	<b>Quantity</b>	<b>Extended Cost</b>
<b>6.1 Develop a 3-Day Interactive and Immersive Leadership Workshop Program</b>		<b>1</b>	
<b>6.2 Electronic references with key concepts and theories.</b>		<b>1</b>	
<b>6.3 Delivery of 3-Day Workshop</b>		<b>2 Resources</b>	
<b>Subtotal:</b>			
<b>Taxes (HST):</b>			
<b>Total not to Exceed:</b>			

No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.



---

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

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Joint Venture Experience**

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.

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.

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 submit 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.

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.

#### **4.1.1.2 Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4

Refer to Attachment 2 to Part 4

#### **4.1.1.3 Financial Evaluation**

SACC Manual Clause [A0220T](#) (2014-06-26) Evaluation of Price

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

For bid evaluation and contractor(s) selection purposes only, the evaluated price  
of a bid will be determined in accordance with the Pricing Schedule detailed in  
Attachment 1 to Part 3.

## **4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price – [A0027T](#) (2022-12-01)**

- 4.2.1 To be declared responsive, a bid must:
- (a) comply with all the requirements of the bid solicitation;
  - (b) meet all mandatory criteria;
  - (c) obtain the mandatory specified for the technical evaluation, and
  - (d) obtain the required minimum of **85 points** overall (combination of Mandatory Point Rated Criteria and the Flexible Grid) for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **135 points** (combination of Mandatory Point Rated Criteria and the Flexible Grid).
- 4.2.2 Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.
- 4.2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- 4.2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- 4.2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 4.2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
- 4.2.8 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The

total available points equals 135 and the lowest evaluated price is \$45,000 (45):

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

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

## ATTACHMENT 1 to PART 4 - TECHNICAL CRITERIA

### Mandatory Technical Criteria

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

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

Criteria	Mandatory Criteria	Met/Not Met
<b>M1</b>	The contractor must provide a copy of the course syllabus (in bilingual format) that will be presented. Course syllabus must also cover all points from Annex A – Paragraph 5.0 Tasks, 5.1.	
<b>M2</b>	The contractor must propose two (2) resources to fulfill the requirement, with at least one (1) of the resources being bilingual in English and French.	
<b>M3</b>	The contractor must provide written materials in reference to the topics covered during the workshop, in electronic format	

### **MANDATORY TECHNICAL EVALUATION GRID – RATED CRITERIA**

Bids which meet all the mandatory criteria will be evaluated and scored as specified in the tables inserted below.

Each point rated technical criterion should be addressed separately.

#	REQUIREMENT	SCORING GUIDELINES	MAX POINTS	SCORE	JUSTIFICATION
<b>RA: CATEGORY, LEVEL - RESUME #</b>					
RT1	Demonstrate experience in providing leadership and organizational culture workshops in the last 48 months.	1 Point per workshop	8		Reference must include the Company and/or Government Department Name, Point of Contact Info (Name, Email and/or phone) and date training was delivered.
RT2	Demonstrate that each of the proposed resources possess experience in the past 15 years working in an Operational or Strategic role at a minimum level of:  - Senior Management public service position (Director or above) within any of the Government of Canada's Departments, Agencies, Crown Corporations, Special Operating Agencies or various affiliated organizations; OR  - Lieutenant Colonel or	For <u>each</u> of the two proposed resources: 1-3 years: 2 points / person 4-6 years: 4 points /person 7+ years: 6 points /person	Max = 12 points (max of 6 points per resource)		

	equivalent position within the Canadian Armed Forces (CAF); OR  - Senior Management position (Director or above) within the private sector.				
	<b>Total:</b>	<b>Minimum Passing Score: 5</b>	<b>Maximum Score: 20</b>		

## ATTACHMENT 2 TO PART 4 - FLEXIBLE GRID

How to use the Flexible Grid: Points will be allocated to each consultant proposed by the bidder for the education, the certification and the experience. The total of points will determine if the consultant is considered as a junior, intermediate or senior.

The client will specify what level of expertise (junior, intermediate or senior) is needed for their requirement and the bidder will have to propose a consultant meeting the minimum of points required to obtain that level. The bidder can propose a consultant with a higher level of expertise, but the per diem rate of the level of expertise required by the client will apply.

**Also, if needed, the client has the discretion to add additional mandatory requirements in Attachment 1 to Part 4 for type and quantity of education, certification or experience and the bidder must propose a consultant meeting the client requirement.**

The Identified User will have the responsibility to assess the education, certification and experience of the consultant being proposed by the supplier to ensure the minimum points are met for the level of expertise required.

Criteria	Point Rated Criteria	Points Awarded
<b>Education</b>	University (PhD, graduate, undergraduate, degree): 35 points College or CEGEP diploma/certificate: 25 points	
<b>Professional certification</b>	Relevant professional certification: 15 points	
<b>Relevant experience in consultant category</b>	<ul style="list-style-type: none"> <li>• ≥1 years and &lt;2 years: 12 to 23 months—15 points</li> <li>• ≥2 years and &lt;4 years: 24 to 47 months—20 points</li> <li>• ≥4 years and &lt;6 years: 48 to 71 months—30 points</li> <li>• ≥6 years and &lt;8 years: 72 to 95 months—35 points</li> <li>• ≥8 years and &lt;10 years: 96 to 119 months—55 points</li> <li>• ≥10 years: 120 + months—65 points</li> </ul>	
Levels of expertise required:	<b>Intermediate: Minimum 80 points</b>	
<b>Total Points:</b>		___/115

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

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

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

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

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

#### **5.1.2 Additional Certifications Required with the Bid**

##### **5.1.2.1 Certifications Precedent to Contract Award and Additional Information**

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

##### **5.1.2.2 Integrity Provisions – Required Documentation**

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

##### **5.1.2.3 Federal Contractors Program for Employment Equity - Bid Certification**

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

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

#### **5.1.3 Additional Certifications Precedent to Contract Award**

##### **5.1.3.1 Status and Availability of Resources**

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

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

#### **5.1.3.2 Rate of Price Certification**

The Bidder certifies that the price proposed:

- (a) is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- (b) does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity; and
- (c) does not include any provision for discounts to selling agents.

#### **5.1.3.3 Education and Experience**

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

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



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

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

### **Delivery Requirements Outside a Comprehensive Land Claims Settlement Area**

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

#### **6.1 Security Requirements**

There is no security requirement applicable to the Contract.

#### **6.2 Statement of Work**

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

#### **6.3 Standard Clauses and Conditions**

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

##### **6.3.1 General Conditions**

[2010B](#) (2022-12-01) General conditions: Professional services (medium complexity) apply to and form part of the Contract.

##### **6.3.2 Supplemental General Conditions**

[4009](#) (2022-12-01) Supplemental General Conditions – Professional Services (Medium Complexity) apply to and form part of the Contract.

#### **6.4 Term of Contract**

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

The period of the Contract is from date of Contract Award to **30 November 2023** inclusive.

#### **6.5 Authorities**

##### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Contact Name:

Telephone:

E-mail address:

Department of National Defence – Government of Canada

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

##### **6.5.2 Project Authority**

The Project Authority for the Contract is:

Contact Name:

Telephone:  
Facsimile:  
E-mail address:

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

### **6.5.3 Contractor's Representative**

Contact Name:  
Telephone:  
Facsimile:  
E-mail address:

## **6.6 Proactive Disclosure of Contracts with Former Public Servants**

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

## **6.7 Basis of Payment**

### **6.7.1 Basis of Payment - Firm Price – Services C0213C (2018-04-17) Professional Fees**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_. Customs duties are excluded and Applicable Taxes are extra.

### **6.7.2 Single Payment H1000C (2008-05-12)**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

## **6.8 Time Verification**

Time charged and the contract price of incidental materials used are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

## **6.9 Invoicing Instructions**

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

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- (d) a copy of the monthly progress report.

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **6.10 No Responsibility to Pay for Work not performed due to Closure of Government Offices**

**6.10.1** 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.

**6.10.2** 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.

## **6.11 Certifications Compliance**

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

## **6.12 Dispute Resolution**

**6.12.1** The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

**6.12.2** The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

**6.12.3** If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

**6.12.4** Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## **6.13 Applicable Laws**

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

## 6.14 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) **4009** (2022-12-01), Professional Services - Medium Complexity;
- (c) **2010B** (2022-12-01) General conditions: Professional services (medium complexity);
- (d) Annex A, Statement of Work
- (e) Annex B, Basis of Payment
- (f) Annex C, Security Requirements Check List;
- (g) the Contractor's bid dated \_\_\_\_\_

## 6.15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

## 6.16 Replacement of Specific Individuals

- 6.16.1** If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 6.16.2** If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - 6.16.2.1** the name, qualifications and experience of the proposed replacement; and
  - 6.16.2.2** Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 6.16.3** The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## 6.17 Ownership

- 6.17.1** Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 6.17.2** However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 6.17.3** Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the

Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

- 6.17.4** Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

## **6.18 Identification Protocol Responsibilities**

- 6.18.1** The Contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:
- 6.18.2** Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a 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 Government of Canada employee;
- 6.18.3** During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor; and
- 6.18.4** If a Contractor 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 a Contractor in all electronic mail including the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation;
- 6.18.5** If Canada determines that the Contractor are in breach of any obligation stated in this clause, upon written notice from Canada the Contractor must submit a written action plan describing the 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 or the Contracting Authority, and twenty working days to rectify the underlying problem; and
- 6.18.6** 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.

## **6.19 Intellectual Property Infringement and Royalties**

- 6.19.1** The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 6.19.2** If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [\*Department of Justice Act\*](#), R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

- 6.19.3** The Contractor has no obligation regarding claims that were only made because:
- 6.19.3.1** Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - 6.19.3.2** Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - 6.19.3.4** The Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - 6.19.3.5** the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 6.19.4** If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- 6.19.4.1** take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - 6.19.4.2** modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - 6.19.4.3** take back the Work and refund any part of the Contract Price that Canada has already paid.
- 6.19.5** If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

## **ANNEX A: STATEMENT OF WORK FOR THE PROVISION OF OFFICE OF THE JUDGE ADVOCATE GENERAL LEADERSHIP WORKSHOP**

### **1.0 BACKGROUND**

**1.1** The Office of the Judge Advocate General (OJAG) has a requirement to provide training to senior and intermediate leaders to enhance capabilities, inspire their teams and achieve outstanding results through leadership skills training. Successful leaders within the OJAG are able to transform organizations, enhance value creation, create efficiencies and engage their team members to deliver better results.

### **2.0 ACRONYMS**

CAF	Canadian Armed Forces
DRDC	Defence Research and Development Canada
SOR	Statement of Requirement
TA	Technical Authority
OJAG	Office of the Judge Advocate General

### **3.0 REQUIREMENT**

**3.1** Two (2) Indeterminate Leadership Development Consultants.

### **4.0 TASKS**

**4.1** The Contractor's Resources must develop a 3-Day interactive, immersive leadership, group-dynamics, and culture workshop. The workshop must be based on scientifically recognized concepts and theories. as the OJAG desires that the workshop include topics such as:

- Character based leadership based on the CAF Ethos: Trusted to Serve – <https://www.canada.ca/en/department-national-defence/corporate/reports-publications/canadian-armed-forces-ethos-trusted-to-serve.html>; ;
- Coaching/mentorship skills;
- Providing productive feedback;
- Leading diverse teams;
- Dealing with difficult personalities and having difficult conversations;
- Effective communications;
- Effective collaboration;
- Culture - Building and Leading Healthy High-Performance Teams;
- Burn Out Risk and Awareness; and
- Group Dynamics - Understanding and Leading Healthy Group Dynamics.

The Contractor's Resources must offer a mix of small and large group discussions, hands on and dynamic training techniques to offer a highly collaborative and interactive program using case studies, role playing and video scenarios.

**4.2** The Contractor's Resources must provide written materials in reference to the topics covered during the workshop, in electronic format.

**4.3** The Contractor's Resources must coordinate with the venue manager to ensure that all IT equipment required to deliver the program (ex. Computers, microphones, screens, etc.) is provided. If they are not provided by the venue manager, the Contractor's Resources must provide them. The Contractor's resources must make the necessary arrangements with the venue

manager before the Workshop(s) to ensure all equipment functions adequately throughout the program.

## **5.0 DELIVERABLES**

### **5.1 Deliverables for requirement 5.1: Develop a 3-Day Interactive and Immersive Leadership Workshop Program**

The Contractor's Resources must provide a detailed schedule of training days with sub-topics to be discussed along with a proposed reading list.

### **5.2 Deliverables for requirement 5.2: Provide electronic references, in written format with key concepts and theories, to adequately support the participants for the Workshop(s).**

The documents must contain all relevant materials referenced during the workshop.

### **5.3 Deliverables for requirement 5.3: Deliver the 3-Day Workshop**

The Contractor's resources will lead and deliver the 3-day Workshop.

## **6.0 DATE OF DELIVERY**

**Deliverable 6.1:** 15 days before the beginning of the workshop.

**Deliverable 6.2:** 5 business days before the beginning of the workshop.

**Deliverable 6.3:** On 21—23 November 2023.

## **7.0 LANGUAGE OF WORK**

**7.1** The principal language will be English, however, at least one (1) of the Contractor's Resources must be fluent in French. Fluent means that the individual(s) must be able to communicate orally and in writing without any assistance and with minimal errors. All supporting materials to the workshops, such as slides, must be in French and in English.

## **8.0 LOCATION OF WORK**

**8.1** The work must be performed at the following address, unless otherwise specified by the Technical Authority:

Library and Archives Canada  
Salon A, B, and room 156  
395 Wellington Street  
Ottawa, Ontario  
K1A 0N4  
Canada

## **9.0 TRAVEL**

The Contractor's Resources may be required to travel outside the Contractor's residence/workplace if the Contractor's residence/workplace is not within the National Capital Region.

## **10.0 MEETINGS**



Deliverable 6.2 will be followed by a 60-minute meeting no more than five business days after delivery.

A confirmatory 30-minute meeting is to be held no less than 5 business days before Deliverable 6.3.

The resources must meet with the designated employee as required to achieve the Tasks and Deliverables. Meetings must be attended via Remote means.

## **11.0 HOURS OF WORK**

- 11.1 The Contractor's Resources must be available on site for three (3) days for a total period of 9 hours, from 0800 to 1700. To include one (1) hour lunch and temporary bio break between training activities.

---

**ANNEX B: BASIS OF PAYMENT**

The total not to exceed \$\_\_\_\_\_ (applicable taxes not included) for services described in the Statement of Work (Annex A). Payment will follow the submission of an approved invoice.

<b>Deliverable</b>	<b>Cost per unit</b>	<b>Quantity</b>	<b>Extended Cost</b>
<b>6.1 Develop a 3-Day Interactive and Immersive Leadership Workshop Program</b>		<b>1</b>	
<b>6.2 Electronic references with key concepts and theories.</b>		<b>1</b>	
<b>6.3 Delivery of 3-Day Workshop</b>		<b>2 Resources</b>	
<b>Subtotal:</b>			
<b>Taxes (HST):</b>			
<b>Total not to Exceed:</b>			

Solicitation No. - N° de l'invitation  
**W4938-23-050S/B**  
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
**Wood.JMS**  
CCC No./N° CCC - FMS No./N° VME

---

**ANNEX C:  
SECURITY REQUIREMENTS CHECK LIST  
(Attached)**