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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

The Annexes include the General Conditions, Statement of Work, the Basis of Payment, the Federal Contractors Program for Employment Equity.

### **1.2 Summary**

- 1.2.1.** The Contractor must provide English, virtual facilitator-led ArcGIS training through public offerings to participants in different time zone of Western Canada and Territories Region. All training will consist of lecture, demonstrations, and practice modules. The primary objective of ArcGIS training is to strategically expand the use of ArcGIS to advance our regional efforts in the mapping field. By building greater capacity in Geographic Information System (GIS), a framework for gathering, managing, and analyzing spatial data, it allows integration of many other types of data.

The training will provide to the analysts of the Strategic Services Branch (SSB) the ability to calculate spatial location and organize layers of information into visualizations using maps and using ArcGIS Pro 3.1.0 and newer versions. With this unique capability, GIS reveals deeper insights into data, such as patterns, relationships, and situations.

- 1.2.2** It is intended to result in the award of one (1) contract. The period of the contract is for one (1) year. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period under the same conditions.
- 1.2.3** The requirement is subject to the provisions of :
  - Canadian Free Trade Agreement (CFTA)
  - Canada–Chile Free Trade Agreement
  - Canada–Colombia Free Trade Agreement
  - Canada–Honduras Free Trade Agreement
  - Canada–Korea Free Trade Agreement
  - Canada–Panama Free Trade Agreement
- 1.2.4** This procurement is conditionally set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, refer to [Annex 9.4](#) of the Supply Manual.



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This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Indigenous peoples or for set-asides for small and minority businesses, only if two or more responsive bids are received from Indigenous businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement, only if two or more responsive bids are received from Indigenous businesses.

### **1.3 Debriefings**

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



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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

#### 2.1.1 Integrity provisions—bid

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at [\*Ineligibility and Suspension Policy\*](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and,
  - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [\*Declaration form for procurement\*](#).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
  - a. it has read and understands the [\*Ineligibility and Suspension Policy\*](#);
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [\*Declaration form for procurement\*](#).



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6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

### 2.1.2 Standard instructions, clauses and conditions

Pursuant to the *Department of Public Works and Government Services Act* ( S.C. 1996, c.16), the instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract.

### 2.1.3 Definition of Bidder

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

### 2.1.4 Submission of bids

1. Bids must be submitted only to Employment and Social Development Canada (ESDC) by the date, time and email address indicated on page 1 of the bid solicitation.
2. Bidders must ensure e-mails do not exceed 13MB to avoid problems with transmission.
3. Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section 2.1.13.
4. It is the Bidder's responsibility to:
  - a. obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
  - b. prepare its bid in accordance with the instructions contained in the bid solicitation;
  - c. submit by solicitation closing date and time a complete bid;
  - d. send its bid only to the e-mail address specified on Page 1;
  - e. ensure that the Bidder's name, address, bid solicitation number, and solicitation closing date and time are clearly visible on the bid and **attachment 1 to part 3, bid submission Form**; and,
  - f. provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.
5. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through [CanadaBuys](#). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using [CanadaBuys](#). It is the sole responsibility of the Bidder to regularly consult [CanadaBuys](#) for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.



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6. Bids will remain open for acceptance for a period of not less than ninety (90) days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
7. Bid documents and supporting information may be submitted in either English or French.
8. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada. All bids will be treated as confidential, subject to the provisions of the [Access to Information Act](#) (R.S. 1985, c. A-1) and the [Privacy Act](#) ( R.S., 1985, c. P-21).
9. Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
10. A bid cannot be assigned or transferred in whole or in part.

#### **2.1.5 Late bids**

Canada will delete bids delivered after the stipulated solicitation closing date and time.

#### **2.1.6 Legal capacity**

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

#### **2.1.7 Rights of Canada**

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- g. negotiate with the sole responsive Bidder to ensure best value to Canada.

#### **2.1.8 Rejection of bid**

1. Canada may reject a bid where any of the following circumstances is present:
  - a. the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
  - b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure





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- Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
- c. the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - f. with respect to current or prior transactions with the Government of Canada:
    - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
    - ii. Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a bid pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.
  3. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:
    - a. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
    - b. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

### **2.1.9 Communications—solicitation period**

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

To ensure consistency and quality of information provided to bidders, significant enquiries received and their replies will be posted on [CanadaBuys](#). For further information, consult subsection 5 of section 2.1.4.

### **2.1.10 Price justification**

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- a. a current published price list indicating the percentage discount available to Canada; or



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- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

#### **2.1.11 Bid costs**

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

#### **2.1.12 Conduct of evaluation**

1. In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
  - a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
  - b. contact any or all references supplied by bidders to verify and validate any information submitted by them;
  - c. request, before award of any contract, specific information with respect to bidders' legal status;
  - d. conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
  - e. correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern;
  - f. verify any information provided by bidders through independent research, use of any government resources or by contacting third parties; and,
  - g. interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.
2. Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

#### **2.1.13 Joint venture**

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;



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- c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable; and,
  - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

#### **2.1.14 Conflict of interest—unfair advantage**

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
  - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

#### **2.1.15 Entire requirement**

The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

#### **2.1.16 Further information**

For further information, bidders may contact the Contracting Authority identified in the bid solicitation.



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### 2.1.17 Code of Conduct for Procurement—bid

The *Code of Conduct for Procurement* provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the bid non-responsive.

### 2.2 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 FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

For the purposes of this clause:

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

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

"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;



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- 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.

### **2.3 Enquiries - Bid Solicitation**

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

### **2.4 Applicable Laws**

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

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.



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## 2.5 Improvement of Requirement during Solicitation Period

Should 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 reason 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 at least ten (10) days before the bid closing date. 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 [CanadaBuys](#) 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.



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

### **3.1 Bid Preparation Instructions**

Canada requests that Bidders provide their full company name and address, e-mail address, as well as contact name, and telephone number.

Canada requests that bidders provide their bid in separate files, as follows:

Section I: Technical Bid, 1 soft copy via e-mail to [NC-Solicitations-GD@hrsdc-rhdcc.gc.ca](mailto:NC-Solicitations-GD@hrsdc-rhdcc.gc.ca);  
Section II: Financial Bid, 1 soft copy via e-mail to [NC-Solicitations-GD@hrsdc-rhdcc.gc.ca](mailto:NC-Solicitations-GD@hrsdc-rhdcc.gc.ca); and,  
Section III: Certifications, 1 soft copy via e-mail to [NC-Solicitations-GD@hrsdc-rhdcc.gc.ca](mailto:NC-Solicitations-GD@hrsdc-rhdcc.gc.ca).

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

Canada requests that Bidders use a numbering system that corresponds to the bid solicitation when preparing their bid.

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

**Bid Submission Form:** Bidders are requested to include the **Bid Submission Form – Attachment 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.

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 and describe their approach 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 **Attachment 2 to part 3, Pricing Schedule**.

##### **3.1.1 Electronic Payment of Invoices – Bid**

Canada requests that Bidders accept to be paid by Direct Deposit (Domestic and International) Electronic Payment Instrument.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.



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### **3.1.2 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

### **Section III: Certifications**

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





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**ATTACHMENT 1 TO PART 3, BID SUBMISSION FORM**

<b>BID SUBMISSION FORM</b>	
<b>Bidder's full legal name</b>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name
	Title
	Address
	Telephone #
	Fax #
	Email
<b>Bidder's Procurement Business Number (PBN)</b> [see the Standard Instructions 2003] <b>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</b>	
<b>Jurisdiction of Contract:</b> Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Former Public Servants</b> See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
<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"> <li>1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>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.</li> </ol>	
<b>Signature of Authorized Representative of Bidder</b>	



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**ATTACHMENT 2 TO PART 3, PRICING SCHEDULE**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices as specified in this attachment. Customs duties are excluded and Applicable Taxes are extra.

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

Initial Contract period : From contract award date to a period of twelve (12) months				
#	Topic / Name of course	Estimated Duration of each training session	Estimated Number of learner	Firm Unit Price per learner (applicable taxes excluded) \$
A		B	C	D
1	<b>ArcGIS 1</b> (Introduction to GIS using Arc-GIS Pro)	At least two (2) 8-hour days (16 hours)	Up to nine (9) learners	<TBD>
2	<b>ArcGIS 2</b> (Arc-GIS Pro Fundamentals)	At least three (3) 8-hour days (24 hours)	Up to eight (8) learners	<TBD>



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Option period 1 : For a period of 12 months				
#	Topic / Name of course	Estimated Duration of each training session	Estimated Number of learner	Firm Unit Price per learner (applicable taxes excluded) \$
A		B	C	D
1	<b>ArcGIS 1</b> (Introduction to GIS using Arc-GIS Pro)	At least two (2) 8-hour days (16 hours)	Up to seven (7) learner	<TBD>
2	<b>ArcGIS 2</b> (Arc-GIS Pro Fundamentals)	At least three (3) 8-hour days (24 hours)	Up to seven (7) learner	<TBD>

Option period 2: For a period of 12 months				
#	Topic / Name of course	Estimated Duration of each training session	Estimated Number of learner	Firm Unit Price per learner (applicable taxes excluded) \$
A		B	C	D
1	<b>ArcGIS 1</b> (Introduction to GIS using Arc-GIS Pro)	At least two (2) 8-hour days (16 hours)	Up to seven (7) learner	<TBD>
2	<b>ArcGIS 2</b> (Arc-GIS Pro Fundamentals)	At least three (3) 8-hour days (24 hours)	Up to seven (7) learner	<TBD>

Option period 3: For a period of 12 months				
#	Topic / Name of course	Estimated Duration of each training session	Estimated Number of learners	Firm Unit Price per learner (applicable taxes excluded) \$
A		B	C	D
1	<b>ArcGIS 1</b> (Introduction to GIS using Arc-GIS Pro)	At least two (2) 8-hour days (16 hours)	Up to seven (7) learner	<TBD>
2	<b>ArcGIS 2</b> (Arc-GIS Pro Fundamentals)	At least three (3) 8-hour days (24 hours)	Up to seven (7) learner	<TBD>



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<b>Option period 4: For a period of 12 months</b>				
<b>#</b>	<b>Topic / Name of course</b>	<b>Estimated Duration of each training session</b>	<b>Estimated Number of learners</b>	<b>Firm Unit Price per learner (applicable taxes excluded) \$</b>
<b>A</b>		<b>B</b>	<b>C</b>	<b>D</b>
1	<b>ArcGIS 1</b> (Introduction to GIS using Arc-GIS Pro)	At least two (2) 8-hour days (16 hours)	Up to seven (7) learners	<TBD>
2	<b>ArcGIS 2</b> (Arc-GIS Pro Fundamentals)	At least three (3) 8-hour days (24 hours)	Up to seven (7) learners	<TBD>



## **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.
- (c) Canada will determine if there are two (2) or more responsive bids with a valid Indigenous Business Certification. In that event, only those responsive bids with a valid Indigenous certification will be eligible to be awarded a contract; otherwise, all responsive bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid Indigenous Business Certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Indigenous Business Certifications at any time in the evaluation process including doing so concurrently with other steps.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

See Attachment 1 to Part 4 – Technical Evaluation Criteria

##### **4.1.1.2 Point Rated Technical Criteria**

See Attachment 1 to Part 4 – Technical Evaluation Criteria

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price**

##### **1. To be declared responsive, a bid must:**

- a. comply with all the requirements of the bid solicitation; and,
  - b. meet all mandatory criteria; and,
  - c. obtain the required minimum of 30 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 60 points.
- 2. Bids not meeting a) or b) or c) will be declared non-responsive.
  - 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
  - 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
  - 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
  - 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.



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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.
8. If two or more responsive bids achieve an identical score (total number of points) and this score is determined to be the Highest Combined Rating of Technical Merit and Price, the bidder who achieved the highest technical merit score will be recommended for contract award.

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 equals 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
<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>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		84.18	73.15	77.70
<b>Overall Rating</b>		1st	3rd	2nd



**ATTACHMENT 1 TO PART 4 – BID EVALUATION 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.

#	BIDDER EXPERIENCE	MET OR NOT MET	PAGE # IN PROPOSAL
<b>MC1</b>	<p>The bidder <b>MUST</b> demonstrate that they have two (2) years of experience, within the last five (5) years, delivering all the course topics listed below in Canadian English in a virtual classroom.</p> <ul style="list-style-type: none"> <li>A. Introduction to GIS – history and concepts;</li> <li>B. Identify appropriate data to support a mapping project;</li> <li>C. Organize, create and edit geographic data;</li> <li>D. Explore coordinate systems, mapping and visualization;</li> <li>E. Manage, symbolize and label map layers;</li> <li>F. Design map layouts;</li> <li>G. Share data, maps, and other content (e.g. analysis results) to an organizational portal (e.g. arc-GIS Online) or with other analysts; and,</li> <li>H. Evaluate, analyze &amp; model GIS data to solve spatial problems.</li> </ul> <p>Bidder <b>MUST</b> complete all fields of <b>Appendix A – Bidder experience (MC1)</b>. <b>All fields in the Appendix A are mandatory.</b></p>		
<b>MC2</b>	<p>The bidder <b>MUST</b> provide a web link to their public offerings to demonstrate that they offer the two (2) courses as follows:</p> <ol style="list-style-type: none"> <li>1. ArcGIS 1 (Introduction to GIS using ArcGIS Pro) is open for registration at least once a month.</li> <li>2. ArcGIS 2 (ArcGIS Pro Fundamentals) is open for registration at least once every two (2) months.</li> </ol>		



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#	COURSE DESCRIPTION	MET OR NOT MET	PAGE # IN PROPOSAL
MC3	The Bidder <b>MUST</b> provide a course syllabus or course description document for each ArcGIS training covering topics in <b>MC1</b> to demonstrate elements of the course format.		

#	FACILITATORS EXPERIENCE	MET OR NOT MET	PAGE # IN PROPOSAL
MC4	<p>The bidder <b>MUST</b> identify two (2) facilitators:</p> <ul style="list-style-type: none"> <li>• The names and resume of the facilitators who will be providing the training.</li> <li>• The resumes <b>MUST</b> include:               <ul style="list-style-type: none"> <li>○ Facilitator certifications/education;</li> <li>○ Years of experience (YYYY-MM to YYYY-MM);</li> <li>○ Years of experience facilitating the requested courses on topics listed in <b>MC1</b> in Canadian English in a virtual classroom (YYYY-MM to YYYY-MM); and,</li> <li>○ training in multiple different time zones and/or various geographic regions in English in a virtual classroom.</li> </ul> </li> </ul> <p>Facilitator training experience <b>MUST</b> be added to Appendix B. <b>All fields in the Appendix B are mandatory.</b> Appendix B will also be used in the rating of RC2.</p> <p>If the experience was acquired prior to being employed by the bidder, the following information must be provided:</p> <ul style="list-style-type: none"> <li>• Names of the company;</li> <li>• Start and end date of the employment (YYYY-MM to YYYY-MM);</li> <li>• Contact information for two (2) references (name and email address); and,</li> <li>• Names of the training courses delivered.</li> </ul> <p>Canada may contact the reference person to validate the information provided.</p> <p>The bidder <b>MUST</b> provide copies of the facilitators' valid North American Arc-GIS training certificates, in the form of an <b>ESRI <u>Arc-GIS Pro Certification</u> at the associate or higher level, or Arc-GIS Pro certification from a recognized post-secondary institution.</b></p>		





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### Point Rated Technical Criteria

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

#	BIDDER EXPERIENCE	SCORE	PAGE # IN PROPOSAL
RC1	<p>The bidder should demonstrate that they have a minimum of two (2) years' experience delivering all the <b>course topics listed from MC1</b>.</p> <p><b>Addition point will be issued for greater years of experience as detailed below :</b></p> <ul style="list-style-type: none"> <li>• two (2) years = 10 points</li> <li>• two (2) to three (3) years = 15 points</li> <li>• three (3) to five (5) years = 20 points</li> </ul>	/20	

#	FACILITATOR TRAINING EXPERIENCE	SCORE	PAGE # IN PROPOSAL
RC2	<p>The bidder should demonstrate that the two (2) facilitators have two (2) years' experience delivering <u>training in multiple different time zones and/or various geographic regions in English in a virtual classroom</u> within the last three (3) years at the bid closing date.</p> <p><b>Appendix B - Facilitator training experience MUST be completed. All fields in the Appendix B are mandatory.</b></p> <p>Only the Appendix B, not resume, will be used to rate this criterion.</p> <p><b>Additional points will be issued for greater years of experience as detailed below:</b></p> <ul style="list-style-type: none"> <li>• two (2) years = 10 points</li> <li>• more than two (2) years = 15 points</li> </ul>	/15	



#	FACILITATORS ArcGIS TRAINING EXPERIENCE	SCORE	PAGE # IN PROPOSAL
RC3	<p>The bidder should demonstrate two (2) facilitators have a minimum of two (2) years' experience delivering the requested course topics listed in MC1 in Canadian English in a virtual classroom within the last three (3) years at the bid closing date.</p> <p><b>Appendix B - Facilitator training experience MUST be completed. All fields in the Appendix B are mandatory.</b></p> <p>Only the Appendix B, not resume, will be used to rate this criterion.</p> <p><b>Addition point will be issued for greater years of experience as detailed below:</b></p> <ul style="list-style-type: none"> <li>two (2) years = 10 points</li> <li>more than two (2) years = 15 points</li> </ul>	/15	

#	INDIGENOUS BUSINESS	SCORE	PAGE # IN PROPOSAL
RC4	<p>The <a href="#">Procurement Strategy for Indigenous Business</a> (PSIB) is the Government of Canada's policy to support Indigenous businesses with procurement opportunities. The Bidder must certify that it qualifies as an Indigenous business as defined under PSIB, and that it will comply with all requirements of PSIB. This must be demonstrated by registering on the <a href="#">Indigenous Business Directory</a> (IBD). Points will be allocated if the vendor is on the IBD at bid closing.</p>	/10	

<p><b>Bidder - Total point-rated criteria points:</b>  <b>Minimum points required : 30</b>  <b>Maximum available points : 60</b></p>	/60
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**APPENDIX A TO ATTACHMENT 1 TO PART 4– BIDDER EXPERIENCE**

<b>COURSE TITLE (ArcGIS 1 or ArcGIS 2)</b>	<b>COURSE TOPICS LIST</b>	<b>COURSE CAPACITY (Number of participants)</b>	<b>COURSE DURATION (Hours)</b>	<b>COURSE DATES (YYYY-MM to YYYY- MM)</b>



**APPENDIX B TO ATTACHMENT 1 TO PART 4 – FACILITATOR EXPERIENCE**

	<b>NAME OF FACILITATOR</b>	<b>YEARS OF EXPERIENCE WITH VIRTUAL TRAINING (YYYY-MM to YYYY-MM)</b>	<b>YEARS OF EXPERIENCE PROVIDING ARCGIS TRAINING (YYYY-MM to YYYY-MM)</b>	<b>ACCOMMODATE PARTICIPANTS IN THE FOLLOWING TIME ZONES: Pacific, Mountain, and Central</b>
1				
2				
3				
4				
5				
6				
7				



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## **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 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 Conditional Set-aside for Indigenous Business**

1. This procurement is conditionally set aside under the federal government Procurement Strategy for Indigenous Business (PSIB). In accordance with the requirements for conditionally set aside procurements of the PSIB, if there are two (2) or more responsive bids with a valid Indigenous Business Certification, only those responsive bids will be eligible to be awarded a contract; otherwise, all responsive bids will be eligible. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see Annex 9.4 of the Supply Manual.
2. The Bidder:
  - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
  - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
  - i.  The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.  
**OR**
  - ii.  The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.
4. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.



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5. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

#### 5.1.2.2 Owner Certification - Set-aside for Indigenous Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner who is Indigenous:

1. I am an owner of \_\_\_\_\_ (*insert name of business*), and an Indigenous person, as defined in Annex 9.4 of the *Supply Manual* entitled "Requirements for the Set-aside Program for Indigenous Business".
2. I certify that the above statement is true and consent to its verification upon request by Indigenous Services Canada.

\_\_\_\_\_  
Printed name of owner

\_\_\_\_\_  
Signature of owner

\_\_\_\_\_  
Date

## 5.2 Certifications Precedent to Contract Award and Additional Information

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

### 5.2.1 Integrity Provisions – Required Documentation

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

### 5.2.2 Additional Certifications Precedent to Contract Award

#### 5.2.2.1 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.



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### **5.2.2.2 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.



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## **PART 6 - SECURITY REQUIREMENTS**

### **6.1 Security Requirements**

There are no security requirements associated with this solicitation.





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**PART 7 - RESULTING CONTRACT CLAUSES**

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

**7.1 Statement of Work**

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

**7.2 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>) issued by Public Works and Government Services Canada.

**7.2.1 General Conditions**

The General Conditions – ESDC (2022-12-01) at Annex "A", apply to and form part of the Contract.

**7.3 Security Requirements**

7.3.1 There is no security requirement applicable to the Contract.

**7.4 Term of Contract**

**7.4.1 Period of the Contract**

The period of the Contract is from date of Contract for a period of one year.

**7.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

**7.5 Authorities**

**7.5.1 Contracting Authority *(To be determined at contract award)***

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Employment and Social Development Canada  
Directorate: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

**7.5.2 Project Authority *(To be determined at contract award)***

The Project Authority for the Contract is:



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Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Employment and Social Development Canada  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 7.5.3 Contractor's Representative *(To be determined at contract award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a 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: 2019-01 of the Treasury Board Secretariat of Canada.

### 7.7 Payment

#### 7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s) as specified in Annex C for a cost of \$ \_\_\_\_\_ *(To be determined at contract award)*. Customs duties are included and Applicable Taxes are extra.

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

#### Option to Extend the Contract

During the extended period of the Contract, the Contractor will be paid the following firm hourly rates to perform all the Work in relation to the contract extension.

#### 7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ *(To be determined at contract award)*. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:



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- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.7.3 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

### 7.7.4 Electronic Payment of Invoices – Contract

The Government of Canada is switching from cheques to direct deposit as primary payment method, an electronic transfer of funds deposited directly into your bank account. Direct deposit is faster, more convenient and more secure. Enroll for direct deposit or update the banking information you already have on file by sending your completed [Direct Deposit Enrollment Form](#) at the following email address: [nc-cfob-dgapf-fournis-vendors-gd@hrsdc-rhdcc.gc.ca](mailto:nc-cfob-dgapf-fournis-vendors-gd@hrsdc-rhdcc.gc.ca).

## 7.8 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.

## 7.9 Certifications and Additional Information

### 7.9.1 Compliance

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

### 7.9.2 Indigenous Business Certification *(To be determined at contract award)*

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Indigenous Business" detailed in [Annex 9.4](#) of the *Supply Manual*.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.



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### 7.10 Applicable Laws

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

### 7.11 Priority of Documents

If there is a discrepancy between the 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) Annex A, ESDC - General Conditions (2022-12-01);
- (c) Annex B, Statement of Work;
- (d) Annex C, Basis of Payment; and,
- (e) the Contractor's bid dated \_\_\_\_\_. *(To be determined at contract award)*

### 7.12 Foreign Nationals (Canadian Contractor OR Foreign Contractor) (To be determined at contract award)

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.

**OR**

The Contractor must comply with Canadian immigration legislation 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 Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.



### 7.13 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

### 7.14 Environmental Considerations

As part of the Greening Government Strategy (GGS), the Government of Canada is committed to aid the transition to a net-zero, circular economy through green procurement that includes life-cycle assessment principles and the adoption of clean technologies and green products and services. To align with departmental efforts to reduce Canada's carbon footprint, when applicable, the Contractor should undertake the following measures to improve environmental performance and support the transition to a low-carbon economy:

- a. Provide and transmit draft reports, final reports, other documents and bids in electronic format. Should printed material be required, double-sided printing in black and white format is the default.
- b. Provide printed material on a minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- c. Recycle unneeded printed documents (in accordance with Security Requirements).
- d. Use video and/or teleconferencing where possible to cut down unnecessary travel.
- e. Use of public/green transit where feasible.
- f. Use of Properties with Environmental Ratings, including accommodations while travelling.
- g. Take actions to reduce the amount of fuel consumed by its vehicles. This can include such provisions as promoting good driving behaviour (eg - anti-idling, speed, car-sharing initiatives, green driving habits, etc) and purchasing fuel efficient and hybrid vehicles.
- h. Select and operate IT and office equipment in a manner that reduces energy consumption and material usage.
- i. Use and/or provide consumables that minimize environmental impacts through reduce, recycle, reuse and elimination of packaging.

### 7.15 Dispute Resolution

- a. The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- b. 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.
- c. 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.
- d. Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



## ANNEX A - ESDC - GENERAL CONDITIONS (2022-12-01)

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## 01 Interpretation

In the Contract, unless the context otherwise requires:

**"Applicable Taxes"** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

**"Articles of Agreement"** means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions Manual* to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

**"Canada", "Crown", "His Majesty" or "the Government"** means His Majesty the King in right of Canada as represented by the Minister of Employment and Social Development Canada (ESDC) and any other person duly authorized to act on behalf of that minister;

**"Contract"** means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

**"Contracting Authority"** means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

**"Contractor"** means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

**"Contract Price"** means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

**"Cost"** means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

**"Government Property"** means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

**"Party"** means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

**"Specifications"** means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

**"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"** on page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

**"Work"** means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

## 02 Standard clauses and conditions

Pursuant to the [Department of Public Works and Government Services Act](#), S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.



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### **03 Powers of Canada**

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

### **04 Status of the Contractor**

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

### **05 Conduct of the Work**

1. The Contractor represents and warrants that:
  - a. it is competent to perform the Work;
  - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
  - a. perform the Work diligently and efficiently;
  - b. except for Government Property, supply everything necessary to perform the Work;
  - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - d. select and employ a sufficient number of qualified people;
  - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract;
  - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has conducted himself/herself improperly.
4. All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to Canada.
5. Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.
6. Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 28, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
7. The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.





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8. The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

## **06 Subcontracts**

1. Except as provided in subsection 2, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
  - a. purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
  - b. subcontract any portion of the Work as is customary in the carrying out of similar contracts; and
  - c. permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a) and (b).
3. In any subcontract other than a subcontract referred to in paragraph 2.(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Canada than the conditions of the Contract, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.
4. Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

## **07 Specifications**

1. All Specifications provided by Canada or on behalf of Canada to the Contractor in connection with the Contract belong to Canada and must be used by the Contractor only for the purpose of performing the Work.
2. If the Contract provides that Specifications furnished by the Contractor must be approved by Canada, that approval will not relieve the Contractor of its responsibility to meet all requirements of the Contract.

## **08 Replacement of specific individuals**

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.
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:
  - a. the name, qualifications and experience of the proposed replacement; and
  - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
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



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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.

## 09 Time of the essence

It is essential that the Work be performed within or at the time stated in the Contract.

## 10 Excusable delay

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that
  - a. is beyond the reasonable control of the Contractor,
  - b. could not reasonably have been foreseen,
  - c. could not reasonably have been prevented by means reasonably available to the Contractor, and
  - d. occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
  - a. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
  - b. the Cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.



## 11 Inspection and acceptance of the Work

1. All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any Work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
2. The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.
3. The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada. The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three years after the end of the Contract.

## 12 Invoice submission

1. Invoices must be submitted, in the Contractor's name, to the Project or Technical Authority identified in the contract. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. the date, the name and address of the client, item or reference numbers, deliverable/description of the Work, contract number and financial code(s);
  - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - c. deduction for holdback, if applicable;
  - d. the extension of the totals, if applicable; and
  - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

## 13 Taxes

1. Federal government departments and agencies are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.



4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

5. Tax Withholding of 15 Percent – Canada Revenue Agency

Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](#). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

#### 14 Transportation costs

If transportation costs are payable by Canada under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

#### 15 Transportation carriers' liability

The federal government's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

#### 16 Payment period

1. Canada's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 17.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

#### 17 Interest on overdue accounts

1. For the purpose of this section:

**"Average Rate"** means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

**"Bank Rate"** means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

**"date of payment"** means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes **"overdue"** when it is unpaid on the first day following the day on which it is due and payable according to the Contract.



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2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

## 18 Compliance with applicable laws

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

## 19 Ownership

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.
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.
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.
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.

## 20 Copyright

In this section, "**Material**" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.

Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © His Majesty the King in right of Canada (year) or © Sa Majesté le Roi du chef du Canada (année).

The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.

The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.



## 21 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 under section 20. 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.

## 22 Confidentiality

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.
2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.
3. Subject to the [Access to Information Act](#), R.S., 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
4. The obligations of the Parties set out in this section do not apply to any information if the information:
  - a. is publicly available from a source other than the other Party; or
  - b. is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
  - c. is developed by a Party without use of the information of the other Party.
5. Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Employment and Social Development Canada (ESDC) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
6. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, PROTECTED, COSMIC TOP SECRET, NATO SECRET, NATO CONFIDENTIAL, or NATO RESTRICTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the *PWGSC Contract Security Manual* and its supplements and any other instructions issued by Canada.
7. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, PROTECTED, COSMIC TOP SECRET, NATO SECRET, NATO CONFIDENTIAL, or NATO RESTRICTED by Canada, representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including



any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

### 23 Government Property

1. All Government Property must be used by the Contractor solely for the purpose of the Contract and remains the property of Canada. The Contractor must maintain adequate accounting records of all Government Property and, whenever feasible, mark it as being the property of Canada.
2. The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
3. All Government Property, unless it is installed or incorporated in the Work, must be returned to Canada on demand. All scrap and all waste materials, articles or things that are Government Property must, unless provided otherwise in the Contract, remain the property of Canada and must be disposed of only as directed by Canada.
4. At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor must provide to Canada an inventory of all Government Property relating to the Contract.

### 24 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

### 25 Intellectual property infringement and royalties

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.
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.
3. The Contractor has no obligation regarding claims that were only made because:
  - a. 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
  - b. 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 other documentation); or
  - c. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - d. 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



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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.

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:
  - a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - b. 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
  - c. take back the Work and refund any part of the Contract Price that Canada has already paid.

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.

## 26 Amendment and waivers

1. To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
2. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with subsection 1.
3. A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
4. The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach.

## 27 Assignment

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

## 28 Suspension of the Work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 29 or section 30.





2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

## **29 Default by the Contractor**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:
  - a. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
  - b. the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.

5. Title to everything for which payment is made to the Contractor will, once payment is made, pass to Canada unless it already belongs to Canada under any other provision of the Contract.



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6. If the Contract is terminated for default under subsection 1, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under subsection 1 of section 30.

### 30 Termination for convenience

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor agrees that it will only be paid the following amounts:
  - a. on the basis of the Contract Price, for any part of the Work completed that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - b. the Cost incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section [10.65 Calculation of profit on negotiated contracts](#), for any part of the Work commenced, but not completed, prior to the date of the termination notice. The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and
  - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
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. The Contractor will have no claim for damages, compensation, loss of profit, interest, 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.

### 31 Audit

1. To enable Canada to determine whether the Work has been performed and the price charged for the Work is in accordance with the Contract terms and whether best value has been achieved for Canada, the Contractor must maintain complete and accurate records of the estimated and actual cost of the Work.
2. Such records include all tender calls, quotations, contracts, correspondence, source documents for accounting entries such as Excel or other spread sheets in numeric and machine readable form (not PDF copies), books and ledgers of initial accounting entries, work sheets, spreadsheets and other documentation supporting cost allocations, computations, reconciliations and assumptions made by the Contractor in relation to the Contract. Copies are generally not acceptable and can only be used where originals are unavailable due to unusual circumstances, such as fire, flood or theft.
3. The Contractor must establish and maintain an accounting system that enables Canada to readily identify these records.



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4. These records must be made available on request, for examination by Canada, or by persons designated to act on behalf of Canada during normal business hours at the contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, must be made available for examination at a time and location that is convenient for Canada.
5. The Contractor must maintain such records at all times during the term of this Contract and for a period of seven years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later.
6. Canada and its authorized representatives have the right to examine, and to make copies of, or extract from, all such records in whatever form they may be kept, relating to or pertaining to this Contract kept by or under the control of the Contractor, including but not limited to those kept by the Contractor, its employees, agents, successors, and subcontractors.
7. The Contractor must cause all subcontractors at any tier and all other persons directly or indirectly controlled by, or affiliated with the Contractor, to comply with the requirements of this clause as if they were the Contractor.

### **32 Right of set-off**

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

### **33 Notice**

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Contracting Authority.

### **34 Conflict of interest and Values and Ethics Codes for the Public Service**

The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of Interest Act](#), 2006, c. 9, s. 2, the *Conflict of Interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Service* or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

### **35 No bribe or conflict**

1. The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
2. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.



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4. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

### **36 Survival**

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

### **37 Severability**

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

### **38 Successors and assigns**

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

### **39 Contingency fees**

The Contractor certifies that it has not directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#), 1985, c. 44 (4th Supplement).

### **40 International sanctions**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 30.

### **41 Integrity provisions—contract**

The *Ineligibility and Suspension Policy* (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

### **42 Harassment in the workplace**

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Directive on the Prevention and Resolution of Workplace](#)



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[Harassment and Violence](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.

2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

#### **43 Entire agreement**

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

#### **44 Access to information**

Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

#### **45 Code of Conduct for Procurement—Contract**

The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.



## ANNEX B - STATEMENT OF WORK

### 1. Title

The Strategic Services Branch (SSB) of Western & Territories (W-T) Region at Service Canada (SC) requests online ArcGIS software training.

### 2. Objectives

W-T Region SSB Analysts are responsible for a range of activities, which include producing and providing mapping support, designing, and building scalable data models, cleaning and transforming data, and enabling analytic capabilities through various deliverables. The primary objective of ArcGIS training is to strategically expand the use of ArcGIS to advance our regional efforts in the mapping field. By building greater capacity in Geographic Information System (GIS), a framework for gathering, managing, and analyzing spatial data, it allows integration of many other types of data.

The training will provide SSB Analysts with the ability to calculate spatial location and organize layers of information into visualizations using maps and using ArcGIS Pro 3.1.0 and newer versions. With this unique capability, GIS reveals deeper insights into data, such as patterns, relationships, and situations.

### 3. Background Statement

Mapping support to the region is in high demand and has increased in the last fiscal year. The need for geomatic projects will continue to advance and grow. The complexity of our requests to SSB have grown over the years, and this will only increase as the need for clear data visualization.

The W-T Region spans a large area, and many projects require an interactive mapping solution built by analyst with a deep knowledge of the unique geography of W-T's jurisdictions and how Service Canada organizes its work. The team is on the leading edge of these options, working with teams in building projects in Power BI and ArcGIS Online.

Policy Research Analysis and Geomatics (PRAG), the national geomatics group, has implemented Centroid (Arc-GIS Enterprise), an on-site version of ArcGIS Online that all Employment and Social Development Canada (ESDC) employees have access to. Centroid allows the W-T Region to develop its own mapping hub within the safety of ESDC's network firewall. Centroid enables W-T to store its geomatics work centrally and promote collaboration among other users. The service promotes standardization that will make adding mapping capacity to W-T SSB's team easier.

### 4. Scope

#### **Course Structure and Content**

The Contractor must provide **virtual facilitator-led training through public offerings**. All training will be virtual facilitator led and will consist of lecture, demonstrations, and practice modules.

The topics of the courses must include but are not limited to the following:

#### **ArcGIS 1 (Introduction to GIS using Arc-GIS Pro):**

1. Introduction to GIS components & capabilities;
2. GIS Data – use and collection methods;
3. Managing GIS data;
4. Exploring coordinate systems – map projections and distortion;
5. Mapping and visualization;
6. Understanding GIS Analysis Tools (basic geoprocessing tools); and,



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7. Putting GIS to use – applying the geographic approach.

**Key Skills & Outcomes:**

- Identify appropriate data to support a mapping project;
- Create a map, add data to it and symbolize map features to support the map's purpose;
- Share data, maps, and other content to an organizational portal (ArcGIS Online, ArcGIS Enterprise); and,
- Use GIS analysis tools and share GIS maps on the web.

**Arc-GIS 2 (Arc-GIS Pro Fundamentals):**

1. ArcGIS Pro introduction and features;
2. Working with GIS data – data storage, location, and properties;
3. Querying and manipulating data – edit layers and attribute tables;
4. Symbolizing layers- data visualization, differentiation, and classification;
5. Controlling feature displays and queries;
6. Adding text to a map; and,
7. Creating features from tabular data.

**Key Skills & Outcomes:**

- Organize, create, and edit geographic data;
- Manage, symbolize, and label map layers;
- Analyze & model GIS data to solve spatial problems; and,
- Share maps and analysis results.

**5. Deliverables**

The training must be accessed virtually through a request for an individual learner to participate in a public class on an as-needed basis through offerings in the Contractor's calendar of classes (virtually using the Contractor's training platform) for both courses:

1. Introduction to GIS using Arc-GIS Pro:
  - The W-T Service Canada Administrator estimates the need for up to seven (7) learners to attend public offerings for ArcGIS 1 in the initial contract year; and,
  - The W-T Service Canada Administrator estimates the need for up to seven (7) learners for each of the following option years.
2. Arc-GIS Pro Fundamentals:
  - The W-T Service Canada Administrator estimates the need for up to twelve (12) learners for ArcGIS 2 in the initial contract year; and,
  - The W-T Service Canada Administrator estimates the need for up to seven (7) learners for each of the following option years.

The total duration of each course: will be no more than eight (8) hours, including questions, answers, and breaks. Courses may be split into half-day course of four (4) hours including questions, answers, and breaks. The training will be completed in consecutive days and accumulate to a total duration of at least two (2) 8-hour days for the ArcGIS 1 course and at least three (3) 8-hour days for the ArcGIS 2 course.



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**The Contractor must:**

- A. Provide instruction specific to ArcGIS Pro 3.1.0 and newer versions;
- B. Provide the link and all training materials at least two (2) weeks in advance of the first day of class;
- C. Accommodate participants in the following time zones: Pacific, Mountain, and Central;
- D. Provide the name of the facilitator, their telephone number and email address, at least two (2) weeks before the first day of a course or upon registration if less than two weeks;
- E. Identify one point of contact responsible for scheduling, logistics, providing updates/status reports and for all quality assurance activities with the W-T Service Canada Administrator;
- F. Provide quality directives, teaching aids, course materials, and other necessary pedagogical tools that meet accessibility standards (as per section Logistics and Review of the Statement of Work);
- G. Report issues related to attendance and the impact on learning to the W-T Service Canada Administrator in a timely manner so that educational and administrative measures can be taken as required;
- H. Ensure that all facilitators are ready to present virtually at the scheduled date and time;
- I. Technical support line or live chat will be available 15 minutes prior to the start of all training courses and until 30 minutes after the class starts to answer any urgent questions from learners; and,
- J. ESDC and the Contractor must not record the training sessions.

#	Topic / Name of course	Estimated Duration of each course Including questions, answers, and breaks. Courses may be split into half-day courses of four (4) hours.	Estimated Number of courses From contract award to a period of 12 months.	Estimated Number of learners From contract award to period of 12 months.	Estimated Number of courses For each option period of 12 months.	Estimated Number of learners For each option period of 12 months.
1	ArcGIS 1 (Introduction to GIS using Arc-GIS Pro)	At least two (2) 8-hour days	When required basis (English)	Up to nine (9)	When required basis (English)	Up to seven (7)
2	ArcGIS 2 (Arc-GIS Pro Fundamentals)	At least three (3) 8-hour days	When required basis (English)	Up to eight (8)	When required basis (English)	Up to seven (7)

**A. Language**

The Contractor will provide all materials in English and facilitators must be able to communicate fluently in Canadian English.

**B. Facilitators**

The Contractor will provide a specialist facilitator on ArcGIS training and who has experience delivering training in a virtual environment.

**Facilitator expectations**

Each facilitator must present information in a clear and concise manner, explaining the content to ensure all learners understand the key topics listed in this document.





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Facilitators must deliver training by:

- A. Guiding learners through course materials and specific activities (for example problem solving, information sharing), and focusing on critical points;
- B. Guiding and supporting work activities by creating a positive, supportive learning environment;
- C. Maintaining an instructional pace suitable to the course schedule;
- D. Creating and fostering a collaborative and safe environment for participants;
- E. Motivating learners to take responsibility for their own learning;
- F. Supporting various learning styles and preferences as well as responding appropriately to learner needs, finding the optimal balance;
- G. Encouraging collaborative work and learner-learner and/or group discussions;
- H. Moderating and/or facilitating discussions, encouraging, and gently guiding the discussion, providing motivation with suggestions of planting ideas or starting new topics, and recognizing and supporting the differences of opinions or perspectives effectively;
- I. Sharing information and resources with the group; and,
- J. Assisting learners to become comfortable with the virtual classroom application.

### C. Logistics and Review

#### All Courses

Project Authority to notify Contractor, in writing, of the exact needs of any special accommodation learner within five (5) business days of notifying Contractor that the learner will be requiring special accommodations to access the courses.

- B. **Accessibility:** The Project Authority will inform the Contractor if there are any accessibility requirements. In compliance with the Accessible Canada Act, the Project Authority may implement a number of initiatives to increase the accessibility of training. The Project Authority will assume all financial responsibility for implementing its decision. The Contractor will fully collaborate and contribute their best efforts to implement the decision.
- C. **Accommodations for special needs:** To better serve learners who require special accommodations, the W-T Service Canada Administrator and the Contractor will work together to develop options to help the individual learn and participate effectively. The W-T Service Canada Administrator, consulting with the Contractor, will choose the best course of action for the specific need. The Project Authority will assume all financial responsibility for implementing its decision. The Contractor will contribute its best efforts and the resources of its organization to implement the decision.
- D. **Accessibility for training materials:** The Contractor will be responsible for ensuring the training materials are accessible and usable by persons with disabilities, including but not limited to:
  - large print (extra-large words);
  - Braille (written language where people read by feeling raised dots with their fingertips);
  - audio (recording of someone reading the text out loud); and,
  - electronic (text that an electronic device designed for persons with disabilities can read).
- E. **Accessibility for Web content:** The Contractor will be responsible for ensuring the participants accessibility of the virtual classroom platform selected. The Contractor will also be responsible for



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providing Web content that complies with Web Content Accessibility Guidelines (WCAG) 2.1, including but not limited to:

- Alternative text or alt-text for pictures;
- Audio and video do not play automatically;
- Visuals do not flash more than three (3) times a second;
- Site can zoom up to 200%;
- No keyboard traps; and,
- Hover or focus does not disrupt use.

**F. Auditing of courses:** The Project Authority will evaluate the quality of the facilitator's course delivery services, as needed. Observations will be discussed with the Contractor and corrective measures requested within an approved timeframe, if needed. The Project Authority will also be reviewing participant's feedback and will discuss with the Contractor any feedback pertaining to the facilitator's services. Corrective measures may be requested within an approved timeframe.

**G.** The Contractor can only collect this information from our employees for registration purposes. Anything the does not appear in the list below needs to be agreed upon by the Project Authority:

- a. Full name; and,
- b. Email addresses.

### **Facilitated On-line Distance Learning Delivery Courses**

- A. Delivery method: The Contractor will deliver the training through a facilitated on-line real-time method, using a virtual classroom platform. This will enable learners to participate from their desks, see and hear presentation information in real time, and ask questions in real time.
- B. The various functionalities of the virtual classroom platform must be used, such as chat, whiteboard, etc.
- C. The Contractor will use their virtual classroom account, which can be either MS Teams, WebEx or ESDC departmental approved.
- D. The Contractor will be responsible to ensure the participants can access the virtual classroom platform selected. The Contractor will also be responsible for any information technology that participants experience when using the virtual classroom platform.

### **6. Constraints**

Project Authority to notify Contractor, in writing, to cancel learners' participation:

- At least five (5) business days before scheduled course start date, with no charge whatsoever;
- At least three (3) business days or less before scheduled course start date, with reduced charge at 50%; and,
- At least twenty-four (24) hours or less before scheduled course start date, with 100% charges.



**ANNEX C - BASIS OF PAYMENT**

<b>Initial Contract period : From contract award date to a period of twelve (12) months</b>				
<b>#</b>	<b>Topic / Name of course</b>	<b>Estimated Duration of each training session</b>	<b>Estimated Number of learners</b>	<b>Firm Unit Price per learner (applicable taxes excluded) \$</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	
1	<b>ArcGIS 1</b> (Introduction to GIS using Arc-GIS Pro)	At least two (2) 8-hour days (16 hours)	Up to nine(9) learners	<TBD>
2	<b>ArcGIS 2</b> (Arc-GIS Pro Fundamentals)	At least three (3) 8-hour days (24 hours)	Up to eight (8) learners	<TBD>

<b>Option period 1 : For a period of 12 months</b>				
<b>#</b>	<b>Topic / Name of course</b>	<b>Estimated Duration of each training session</b>	<b>Estimated Number of learner</b>	<b>Firm Unit Price per learner (applicable taxes excluded) \$</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	
1	<b>ArcGIS 1</b> (Introduction to GIS using Arc-GIS Pro)	At least two (2) 8-hour days (16 hours)	Up to seven (7) learner	<TBD>
2	<b>ArcGIS 2</b> (Arc-GIS Pro Fundamentals)	At least three (3) 8-hour days (24 hours)	Up to seven (7) learner	<TBD>



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Option period 2: For a period of 12 months				
#	Topic / Name of course	Estimated Duration of each training session	Estimated Number of learner	Firm Unit Price per learner (applicable taxes excluded) \$
A		B	C	D
1	<b>ArcGIS 1</b> (Introduction to GIS using Arc-GIS Pro)	At least two (2) 8-hour days (16 hours)	Up to seven (7) learner	<TBD>
2	<b>ArcGIS 2</b> (Arc-GIS Pro Fundamentals)	At least three (3) 8-hour days (24 hours)	Up to seven (7) learner	<TBD>

Option period 3: For a period of 12 months				
#	Topic / Name of course	Estimated Duration of each training session	Estimated Number of learner	Firm Unit Price per learner (applicable taxes excluded) \$
A		B	C	D
1	<b>ArcGIS 1</b> (Introduction to GIS using Arc-GIS Pro)	At least two (2) 8-hour days (16 hours)	Up to seven (7) learner	<TBD>
2	<b>ArcGIS 2</b> (Arc-GIS Pro Fundamentals)	At least three (3) 8-hour days (24 hours)	Up to seven (7) learner	<TBD>

Option period 4: For a period of 12 months				
#	Topic / Name of course	Estimated Duration of each training session	Estimated Number of learner	Firm Unit Price per learner (applicable taxes excluded) \$
A		B	C	D
1	<b>ArcGIS 1</b> (Introduction to GIS using Arc-GIS Pro)	At least two (2) 8-hour days (16 hours)	Up to seven (7) learner	<TBD>
2	<b>ArcGIS 2</b> (Arc-GIS Pro Fundamentals)	At least three (3) 8-hour days (24 hours)	Up to seven (7) learner	<TBD>