

gouvernementaux Canada

# **REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION**

Proposal to: Public Works and Government Services Canada

We hereby offer to sell to Her Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, refered or attached hereto, the supplies and services listed herein or on any attached sheets at the price(s) set out therefor.

Propositions aux: Travaux publics et Services gouvernementaux Canada

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

Solicitation No N° de l'invitation Genre	Type -	Update - Mise à jour
Solicitation closes - L'invitation prend fin at - à on - le	PWGSC File No N° de référence de TPSGC	
Please ensure this area appears in window of return envelope     S'assurer que cette partie figure dans la fenetre de l'enveloppe-reponse		



		Page	of de
Date of Solicitation - Date de l'invitation			
Address inquiries to - Adresser toute demande de renseignements à :			nents à :
Area code and Telephone No. Code régional et N° de téléphone	Facsimile N° de téléc		
Destination			

#### Instructions:

Municipal taxes are not applicable.

Unless otherwise specified herein by the Crown, all prices quoted are to be net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be F.O.B, including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax is to be shown as a separate item.

#### Instructions:

Les taxes municipales ne s'appliquent pas.

Sauf indication contraire, énoncée par la Couronne, dans les présentes, tous les prix indiqués sont des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être F.A.B, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). La somme de la taxe sur les produits et services devra être un article particulier.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison s	sociale et adresse du fournisseur
Facsimile No N° de télécopieur	
Telephone No N° de téléphone	
Name and title of person authorized print) - Nom et titre de la personne a fournisseur (caractère d'impression)	
Signature	Date

# **REQUEST FOR PROPOSAL (RFP) 10077929**

# FOR THE REQUIREMENT OF

STANDARD FIRST AID & CARDIPULMONARY RESUSCITATION (CPR) TREATMENT TRAINING

**FOR** 

**PUBLIC WORKS AND GOVERNMENT SERVICES CANADA** 

# **TABLE OF CONTENTS**

PART	1 - GENERAL INFORMATION	5
1.1	Introduction	5
1.2	SUMMARY	
1.3	Debriefings	
1.4	Indigenous Considerations	6
PART	2 - BIDDER INSTRUCTIONS	7
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	7
2.2	SUBMISSION OF BIDS	
2.3	FORMER PUBLIC SERVANT	
2.4	ENQUIRIES - BID SOLICITATION	
2.5	APPLICABLE LAWS	
2.6 2.7	IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	
	3 - BID PREPARATION INSTRUCTIONS	
3.1	BID PREPARATION INSTRUCTIONS	11
PART	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	13
4.1	EVALUATION PROCEDURES	
4.2	BASIS OF SELECTION - HIGHEST COMBINED RATING SOCIO-ECONOMIC MERIT (5%) AND PRICE 21	£ (95%)
PART	5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	22
5.1	CERTIFICATIONS REQUIRED WITH THE BID	
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	22
PART	6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS	24
6.1	SECURITY REQUIREMENTS	24
6.2	INSURANCE REQUIREMENTS	24
PART	7 - RESULTING CONTRACT CLAUSES	25
7.1	STATEMENT OF WORK	25
7.2	STANDARD CLAUSES AND CONDITIONS	
7.3	SECURITY REQUIREMENTS	
7.4	TERM OF CONTRACT	
7.5	AUTHORITIES	
7.6	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	
7.7	PAYMENT  CERTIFICATIONS AND ADDITIONAL INFORMATION	
7.8 7.9	APPLICABLE LAWSAPPLICABLE LAWS	
7.10		
7.11		
7.12	· · · · · · · · · · · · · · · · · · ·	
7.13	DISPUTE RESOLUTION	29
7.14	SPECIFIC PERSONS	30
ANNE	X "A"	31
STA	TEMENT OF WORK	31

ANNEX "B"	40
BASIS OF PAYMENT	40
ANNEX "C"	43
SECURITY REQUIREMENTS CHECK LIST	43
ANNEX "D"	46
INSURANCE REQUIREMENTS	46

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

This bid solicitation cancels and supersedes previous bid solicitation number 10077929 dated January 15, 2024 with a closing of February 27, 2024 at 2 pm ET.

### 1.1 Introduction

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

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

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

### 1.2 Summary

1.2.1 Public Works and Government Services Canada (PWGSC) wishes to obtain the services of an organization specializing in standard First Aid and Cardiopulmonary Resuscitation (CPR) for the National Capital Region, to provide training to PWGSC personnel for a period of three (3) years and two (2) additional one (1) year periods. The organization must provide a maximum of four (4) names and a minimum of two (2) names of instructor candidates to teach the most recent First Aid and CPR techniques as outlined in Part XVI of the Canada Occupational Health and Safety Regulations section 16.12 (2) Canada Occupational Health and Safety Regulations (justice.gc.ca) and the National Joint Council's Occupational Health and Safety Directive Part XVII - First Aid (njc-cnm.gc.ca).

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

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

# 1.3 Debriefings

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

# 1.4 Indigenous Considerations

The Government of Canada is committed to economic reconciliation with Indigenous peoples and will contribute to improved socio-economic outcomes by increasing opportunities for First Nations, Inuit and Métis businesses through the federal procurement process. The government is implementing a mandatory requirement for federal departments and agencies to ensure a minimum of 5 % of the total value of contracts, including subcontracts, are held by Indigenous businesses.

#### **PART 2 - BIDDER INSTRUCTIONS**

## 2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Delete: 60 days Insert: 90 days

#### 2.1.1 SACC Manual Clauses

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

### 2.2 Submission of Bids

Bids must be submitted via email only to <a href="mailto:Emilie.Charbonneau@tpsgc-pwgsc.gc.ca">Emilie.Charbonneau@tpsgc-pwgsc.gc.ca</a> by the date and time indicated on page 1 of the bid solicitation.

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

## 2.3 Former Public Servant

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

- a. approval purposes when the successful bidder is a former public servant in receipt of a pension paid under the *Public Service Superannuation Act*; and
- b. to advise the successful bidder that the published proactive disclosure reports will include information to indicate if the successful bidder is a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension.

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

For more information, consult sections  $\underline{3.90 \; \text{Former Public Servants}}$  and  $\underline{7.65 \; \text{Proactive Disclosure}}$  of the  $\underline{\textit{Supply Manual}}$ .

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

### **Definitions**

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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

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

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

## **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

# 2.4 Enquiries - Bid Solicitation

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

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

## 2.5 Applicable Laws

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

## 2.6 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 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.7 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 <a href="Buy and Sell">Buy and Sell</a> 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.

### 2.8 Technical Difficulties of Bid Transmission

Where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, CanadaBuys (SAP Ariba) or email) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

## 2.9 Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

- 1. That certifications and securities required at bid closing are included.
- 2. That bids are properly signed, that the bidder is properly identified.
- 3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
- 4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
- All certifications, declarations and proofs created prior to bid closing but due to technical
  difficulties Canada was unable to receive them, have been properly submitted and received by
  Canada.

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

# 3.1 Bid Preparation Instructions

SACC Manual Clause <u>2003</u> (2023-06-08) - Standard Instructions - Goods or Services - Competitive Requirements

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

Section I: Technical Bid (1 electronic PDF copy)
Section II: Financial Bid (1 electronic PDF copy)
Section III: Certifications (1 electronic PDF copy)

Section IV: Additional Information (1 electronic PDF copy)

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

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

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

#### NOTE:

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

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

## Section I: Technical Bid

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

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

### Section II: Financial Bid

- 3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".
- **3.1.2** Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

# Section III: Certifications

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

# **Section IV: Additional Information**

- **3.1.3** In Section IV of their bid, bidders should provide:
  - 1. their legal name;
  - 2. their Procurement Business Number (PBN);
  - 3. the name of the contact person (provide also this person's mailing address, phone and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
  - 4. for each individual who will require access to classified or protected information, assets or sensitive work sites:
    - a. the name of the individual;
    - b. the date of birth of the individual; and
    - c. if available, information confirming the individual meets the security requirement as indicated in Part 7 Resulting Contract Clauses.

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

#### 4.1 Evaluation Procedures

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

### 4.1.1 Technical Evaluation

## 4.1.1.1 Mandatory Corporate and Technical Criteria

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

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

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

# **Mandatory Corporate Criteria**

No	Mandatory Corporate Criterion	Cross Reference to Specific pages in your proposal [Completed by Bidder]	Compliant? YES/NO [Completed by PSPC Evaluator]
MC1	The contractor must provide a copy of their certificate from an approved organization to demonstrate that they are certified to deliver Standard First Aid and CPR courses according to the Canada Occupational Health and Safety Regulations, Part XVI, Sect.16.12(1).  * The contractor must provide a copy of the		
	certificate/letter issued by the Minister of Labour or by a recognized provincial or territorial organization		
MC2	The contractor must provide its course outline and content for the Standard First Aid and CPR courses it will deliver under the resulting contract in both French and English which must be in accordance to the Schedule V of the Canada Occupational Health and Safety Regulations.  * The following must be included:  1) Training goals and learning objectives; 2) Instructors manuals and resources such as videos, PowerPoint presentation, in both official languages; 3) Student material, including handouts, in both official languages; 4) Student performance criteria used for each learning objective and how they are assessed.		
MC3	The contractor must provide a list of courses delivered within the last 5 years prior to the RFP posting date, demonstrating the delivery of at least 24 courses in French and 30 in English, with a minimum of 10 students per class.  The following must be included for each course:  1) Course title 2) Date of course delivery 3) Name of client organization 4) Name of client contact 5) Client contact information (Phone number or email address) 6) Language of course delivery 7) Number of students		

MC4	The contractor must provide a detailed description of its Quality Assurance System for the delivery of its First Aid and CPR training Program.  The following must be included:  1) Record Keeping Policy and Procedures 2) The contractor's plan for implementing changes that may be required due to revisions to the First Aid
	and CPR Standards, knowledge or technology.  3) Student Evaluation Processes
MC5	The contractor must provide a maximum of four (4) names and a minimum of two (2) names of instructor candidates in order to meet this obligation considering that the contractor must have a backup instructor capable of delivering the course in the appropriate official language should the scheduled instructor be unavailable.
	The options are:
	<ol> <li>Submit a minimum of 2 names, if both candidates are fully bilingual.</li> <li>Submit a minimum of 3 names, if one candidate is fully bilingual, one is unilingual French, and another is unilingual English.</li> <li>Submit 4 names if two are unilingual French, and two are unilingual English.</li> </ol>
	Language capabilities – identify applicable:
	a. Fully bilingual* in both official languages b. Unilingual English c. Unilingual French
	* Fully bilingual means that the instructor candidate must be able to read, write and speak in English and French.

# Mandatory Technical Criteria – Instructors

\* A separate Mandatory Technical Criteria grid must be filed out for each proposed instructors.

Instru	Instructor Candidate #1 :			
Resou	Resource language:			
Item No	Mandatory Technical Criterion	Cross Reference to Specific pages in your proposal [Completed by Bidder]	Compliant? YES/NO [Completed by PSPC Evaluator]	
MT1	The contractor must provide a copy of the instructor candidate's certificate demonstrating that they are a certified First Aid and CPR instructor.			
MT2	The contractor must demonstrate that the instructor has a minimum of 3 years of cumulative experience acquired within the last 10 years prior to the posting date of the RFP, in delivering First Aid and CPR Training.			
	At a minimum, the contractor must provide the following in order to demonstrate each proposed instructor's experience:			
	<ul> <li>Name of organization where the instructor candidate obtained their experience;</li> <li>Description of the instructor candidate's roles and responsibilities; and</li> <li>Experience timeframe(s) (from-to dates month/year).</li> </ul>			

Instru	Instructor Candidate #2 :				
Resou	Resource Language:				
Item No	Mandatory Technical Criterion	Cross Reference to Specific pages in your proposal [Completed by Bidder]	Compliant? YES/NO [Completed by PSPC Evaluator]		
MT1	The contractor must provide a copy of the instructor candidate's certificate demonstrating that they are a certified First Aid and CPR instructor.				
MT2	The contractor must demonstrate that the instructor has a minimum of 3 years of cumulative experience acquired within the last 10 years prior to the posting date of the RFP, in delivering First Aid and CPR Training.				
	At a minimum, the contractor must provide the following in order to demonstrate each proposed instructor's experience:				
	<ul> <li>Name of organization where the instructor candidate obtained their experience;</li> <li>Description of the instructor candidate's roles and responsibilities; and</li> <li>Experience timeframe(s) (from-to dates month/year).</li> </ul>				

Instructor Candidate #3 :				
Resou	Resource Language:			
Item No	Mandatory Technical Criterion	Cross Reference to Specific pages in your proposal [Completed by Bidder]	Compliant? YES/NO [Completed by PSPC Evaluator]	
MT1	The contractor must provide a copy of the instructor candidate's certificate demonstrating that they are a certified First Aid and CPR instructor.			
MT2	The contractor must demonstrate that the instructor has a minimum of 3 years of cumulative experience acquired within the last 10 years prior to the posting date of the RFP, in delivering First Aid and CPR Training.			
	At a minimum, the contractor must provide the following in order to demonstrate each proposed instructor's experience:			
	<ul> <li>Name of organization where the instructor candidate obtained their experience;</li> <li>Description of the instructor candidate's roles and responsibilities; and</li> <li>Experience timeframe(s) (from-to dates month/year).</li> </ul>			

Instru	Instructor Candidate #4 :				
Resource Language:					
Item No	Mandatory Technical Criterion	Cross Reference to Specific pages in your proposal [Completed by Bidder]	Compliant? YES/NO [Completed by PSPC Evaluator]		
MT1	The contractor must provide a copy of the instructor candidate's certificate demonstrating that they are a certified First Aid and CPR instructor.				
MT2	The contractor must demonstrate that the instructor has a minimum of 3 years of cumulative experience acquired within the last 10 years prior to the posting date of the RFP, in delivering First Aid and CPR Training.				
	At a minimum, the contractor must provide the following in order to demonstrate each proposed instructor's experience:				
	<ul> <li>Name of organization where the instructor candidate obtained their experience;</li> <li>Description of the instructor candidate's roles and responsibilities; and</li> <li>Experience timeframe(s) (from-to dates month/year).</li> </ul>				

### 4.1.1.2 Socio-Economic Criteria

Bidders can achieve a maximum aggregate score of 5 points for the socio-economic criteria below. Canada requests that the Bidder provide the relevant information in response to the criteria.

# **Definition of Indigenous Business**

To qualify for evaluation points for the socio-economic criteria, an Indigenous Business is defined as a sole proprietorship, limited company, cooperative, partnership, not-for-profit organization, or a joint venture\*, that is either registered on the <a href="Indigenous Business Directory">Indigenous Business Directory</a> (IBD), listed on the <a href="Modern Treaty or Comprehensive Land Claim Agreement Business Directory">Indigenous Business Directory</a> (IBD), or is an Elder, band council or tribal council in Canada.

\*An Indigenous joint venture is consisting of 2 or more Indigenous Businesses or an Indigenous Business and a non-Indigenous business, provided that the Indigenous Business or Businesses have at least 51% ownership and control of the joint venture.

Point-rated	Socio-Economic Technical	Maximum	Point Allocation	Cross Reference to
Criteria	Criteria	Points		Proposal
R.1	The Bidder, at solicitation closing date and time, is an Indigenous Business as defined herein.  The legal name of the Bidder must match the information identified on the IBD, the MTBD or the documentation provided.  The Bidder bears the exclusive responsibility of furnishing Canada with accurate information, facilitating the evaluators' ability to retrieve the information within the IBD or MTBD. In the case of Elders, band and tribal councils, the Bidder is requested to include supporting documentation validating their status alongside their bid.  Failing to submit supporting information will result in the bid not receiving any points for this criterion. Canada reserves the right to verify the accuracy of the information provided.	5 points	5 points The Bidder is registered on the IBD or listed on MTBD, or has provided accurate documentation of being an Elder, band council or tribal council, at solicitation closing date and time.  0 points The Bidder is not registered on the IBD or listed on the MTBD, or has not provided accurate documentation of being an Elder, band council or tribal council, at solicitation closing date and time.	

#### 4.1.2 Financial Evaluation

## 4.1.2.1 Mandatory Financial Criteria

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

# 4.2 Basis of Selection - Highest Combined Rating Socio-Economic Merit (5%) and Price (95%)

- 1) To be declared responsive, a bid must comply with all the requirements of the bid solicitation and meet all mandatory corporate and technical evaluation criteria.
- 2) Bids not meeting 1) will be declared non-responsive.
- 3) The selection will be based on the highest responsive combined rating of socio-economic merit and price. The ratio will be 5 % for the socio-economic merit and 95% for the price.
- 4) The socio-economic merit score will be the points achieved under 4.1.1.2 Socio-Economic Criteria.
- 5) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 95%.
- 6) For each responsive bid, the socio-economic merit score and the pricing score will be added to determine its combined rating.
- 7) Neither the responsive bid obtaining the highest socio-economic score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of socio-ecomonic merit and price will be recommended for award of a contract. The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 5/95 ratio of socio-economic merit and price, respectively. The total available points equals 5 and the lowest evaluated price is \$45,000 (45).

Basis of Selection – Highest Combined Rating Socio-Economic Merit (5%) and Price (95%)

	Bidders					
	Bidder 1	Bidder 2	Bidder 3			
Bid Evaluated Price	55,000.00\$	46,000.00\$	45,000.00\$			
Socio-Economic Merit	0/5	5/5	0/5			
Score						
Calculations						
Pricing Score	45/55 x 95 = 77.7	45/46 x 95 = 92.9	45/45 x 95 = 95			
Combined Rating	77.7 + 0 = 77.7	92.9 + 5 = 97.9	95 + 0 = 95			
Total Score	77.7	97.9	95			
Overall Rating	3rd	1st	2nd			

#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

## 5.1 Certifications Required with the Bid

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

## 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

### 5.1.2 The Former Public Servant

The bidder must complete the Former Public Servant questions at 2.3.

## 5.2 Certifications Precedent to Contract Award and Additional Information

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

## 5.2.1 Integrity Provisions – Required Documentation

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

## 5.2.2 Security Requirements

In accordance with the <u>requirements of the Contract Security Program</u> of Public Works and Government Services Canada (<a href="http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html">http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html</a>), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the

Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <a href="Employment and Social">Employment and Social</a> Development Canada (ESDC) - Labour's website.

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

## 5.2.4 Status and Availability of Resources

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

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

## 5.2.5 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

# 6.1 Security Requirements

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. 10077929

- 1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
- Before access to sensitive information is provided to the Bidder, the following conditions must be met:
  - (a) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 -Resulting Contract Clauses;
  - (b) the Bidder's security capabilities must be met as indicated in Part 7 Resulting Contract Clauses.
- 3. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

## 6.2 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex D.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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

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

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

2035 (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## 7.3 Security Requirements

**7.3.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. 10077929

- 1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- 3. The Contractor MUST NOT remove any PROTECTED information or assets from the identified site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 5. The Contractor must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b) Contract Security Manual (Latest Edition).
- **7.3.2** The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level.

#### 7.4 Term of Contract

#### 7.4.1 Period of the Contract

The Period of the Contract is from Contract award to three (3) years later, inclusively.

## 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

### 7.5 Authorities

# 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Émilie Charbonneau
Title: Procurement Specialist

Department: Public Works And Government Services Canada

Telephone: (873) 355-4701

E-mail address: Emilie.Charbonneau@tpsgc-pwgsc.gc.ca

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

## **7.5.2** Project Authority (will be added at the Contract Award)

The Project Authority for the Contract is:

Name:		
Title <i>:</i>		
Organization:		
Address:		
Telephone: _	 	
Facsimile:	 	
F-mail addres		

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

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

The Contractor's Representative for the Contract is:

Name:			
Title <i>:</i>	_		
Organization:			
Address:			
Telephone:		 	
Facsimile:			
E-mail address:			

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

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

## 7.7 Payment

## 7.7.1 Basis of Payment

See Annex B for details.

## 7.7.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ (will be added at the Contract Award) .Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 7.7.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument:

a. Direct Deposit (Domestic and International);

#### 7.7.4 Terms of 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.

## 7.7.5 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.
- 2. Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the monthly progress report.
- Invoices must be distributed as follows:
  - a. The original must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract for certification and payment.
  - On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

#### 7.8 Certifications and Additional Information

## 7.8.1 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 Applicable Laws

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

## 7.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2022-12-01) General Condition: Higher Complexity Services;
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Insurance Requirements;
- (g) the Contractor's bid dated \_\_\_\_\_ (will be added at the Contract Award)

# 7.11 Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

### 7.12 Insurance

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### 7.13 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".

7.	14	Spec	ific	pers	ons
	17				,0113

The Contractor must provide the services of the following persons to perform the Work as stated in the Contract:
Instructor Name 1:
Instructor Name 2:
Instructor Name 3:
Instructor Name 4:

#### ANNEX "A"

#### STATEMENT OF WORK

### 1.0 TITLE

1.1 Standard First Aid & Cardiopulmonary Resuscitation (CPR) Training

# 2.0 Objectives

Public Works and Government Services Canada (PWGSC) wishes to obtain the services of an organization specializing in standard First Aid and Cardiopulmonary Resuscitation (CPR) for the National Capital Region, to provide training to PWGSC personnel for a period of three (3) years and two (2) additional one (1) year periods. The organization must provide a maximum of four (4) names and a minimum of two (2) names of instructor candidates to teach the most recent First Aid and CPR techniques as outlined in Part XVI of the Canada Occupational Health and Safety Regulations (justice.gc.ca) and the National Joint Council's Occupational Health and Safety Directive Part XVII - First Aid (njc-cnm.gc.ca).

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

The Standard First Aid/CPR Certificate will be awarded to candidates who successfully complete the course. The wallet size certificate must be provided by the provider in a bilingual format or in the language of the each specific course. In accordance with the Canada Occupational Health and Safety Regulations, section 16.12 (2) <u>Canada Occupational Health and Safety Regulations</u> (justice.gc.ca) and the National Joint Council's Occupational Health and Safety Directive <u>Part XVII - First Aid (njc-cnm.gc.ca)</u>.

# 3.0 Background

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

# 4.0 Requirement

The Contractor must:

- 4.1 Provide First Aid and Cardiopulmonary Resuscitation (CPR) training in accordance with the Canada Occupational Health and Safety Regulations, section 16.12 (2 Canada Occupational Health and Safety Regulations (justice.gc.ca) and the National Joint Council's Occupational Health and Safety Directive; Part XVII First Aid (njc-cnm.gc.ca)
- 4.2 Deliver Standard First Aid and Cardiopulmonary Resuscitation (CPR) as a 2 day course in Canadian English and in Canadian French, for the number of sessions listed in this Statement of Work, dates to be mutually determined between the Contractor and the Project Authority. The instructor(s) must be proficient in the target language of the specific course they are teaching for

- speaking, writing, and comprehension. The number of participants per class would be a minimum of 14 (fourteen) and a maximum of 25 (twenty-five);
- 4.3 Be able to deliver a course 10 calendar days after the Project Authority requests;
- 4.4 Use instructor-led interactive method of delivery which provides extensive opportunities for participants to obtain hands-on experience;
- 4.5 Provide instructors that are accredited by the Minister of Labour in accordance with Part XVI of the Canada Occupational Health and Safety Regulations) <a href="http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/">http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/</a>;
- 4.6 Provide one (1) instructor for every scheduled class to deliver a two (2) day session of Standard First Aid and CPR certification to PWGSC First Aid attendants in the National Capital Area (NCR) on an as and when requested basis as outlined in this Statement of Work;
- 4.7 Provide the required copies of all training material (participant's manual, pamphlets and bulletins) for each participant in the language of the course, at the beginning of the course;
- 4.8 Provide at least one (1) mannequin for every three (3) participants on the course;
- 4.9 Identify one point of contact responsible for scheduling, printing of manuals, providing updates/status reports and for all quality assurance activities with the Project Authority;
- 4.10 Deliver the course using the PWGSC delivery approach included at Attachment 2 to Annex A which includes collecting and submitting attendance reports and instructors summary report found in Attachment 1 to Annex A to the Project Authority within 48 hours after the end of the course delivery date.

## 5.0 Course Content

5.1 The Subjects indicated in the Canada Labour Code Part XVI, Schedule V, Item 2 – Standard first aid shall form part of the course content. (See link below). The course content must also include the most recent cardiopulmonary resuscitation (CPR) protocols from the Heart and Stroke Foundation of Canada entitled "2019 Guidelines for CPR and Emergency Cardiovascular Care". See Link Below:

Link to Heart and Stroke Foundation of Canada: CPR Guidelines | Heart and Stroke Foundation.

Link to the Canada Labour Code: <a href="http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/">http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/</a>

#### 6.0 Language Requirements

- 6.1 The contractor must provide a maximum of four (4) names and a minimum of two (2) names of instructor candidates in order to meet this obligation considering that the contractor must have a backup instructor capable of delivering the course in the appropriate official language should the scheduled instructor be unavailable.
- The Instructor must be fluent in the language that they are teaching in order to deliver the English and the French course as requested. Canada reserves the right to evaluate the language proficiency of the resource throughout the period of the Contract. Should the evaluation determine that the instructor does not meet the language requirement; the Contractor must immediately replace the instructor at no additional cost and in accordance with the Contract.

## 7.0 Hours of Training

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

### 8.0 Schedule

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

Table 1

Table 1								
Estimated Volume for Contract Period								
Title of course	Language	Contract Year 1	Contract Year 2	Contract Year 3	*Option Year 1	*Option Year 2	Total Estimated	
Standard First	English	14	14	14	14	14	70	
Aid and CPR	French	8	8	8	8	8	40	

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

## 9.0 Location for Provision of Required Services

- 9.1 For the purpose of this contract, the NCR training facilities will be located in the central business district surrounding PWGSC headquarters defined as being:
  - a) East of Island Park, Merivale (Ottawa)
  - b) East of Chemin de la Montagne (Aylmer)
  - c) West of St-Laurent (Ottawa)
  - d) North of Hunt Club (Ottawa)
  - e) South of Boulevard St-Raymond and Boulevard Maloney (Gatineau)

### 10.0 Travel and Living

10.1 Travel and Living is not an anticipated requirement of this contract.

## 11.0 Roles and Responsibilities of PWGSC

- 11.1 After contract award the Project Authority will;
  - a) Act as a liaison between the Contractor and PWGSC Subject Matter Experts;
  - b) Finalize the course schedule with the Contractor, confirm session's dates and instructor's availability, and resolve any problems or concerns prior to the first session;

- c) Promote the course via the departmental course browser;
- d) Confirm participant registrations;
- e) Provide the premises, equipment and logistical services. Before each session starts, the room will be prepared and the equipment installed, connected and ready for the instructor to use:
- f) Make the necessary arrangements to provide instructors with access to the building or classroom;
- g) Prepare and provide a list of participants, on the morning of the session, to the instructor.
- h) Evaluate the quality of the Instructor's course delivery services, as needed;
- i) Without any prior notice to the Contractor, the Project Authority can decide to attend a course, as an observer, to monitor that the Instructor's service is in line with the Terms and Conditions of the contract. Observations will be discussed with the Contractor and corrective measures requested within an approved timeframe, if needed. Project Authority will also be reviewing participant's evaluation questionnaire and will discuss with the Contractor feedback pertaining to the instructor's services. Corrective measures may be requested within an approved timeframe.
- 11.2 Task of the Occupational Health & Safety Coordinator(s)
  - a) Provide a ten (10) minutes debriefing to participants at the beginning of the course on departmental policy DP 016 on First aid and CPR.

### 12.0 Roles and Responsibilities of the Contractor

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

## 13.0 Use of Government Property

13.1 The Contractor proposed instructors will be using a projector for the delivery of training.

### 14.0 Meetings

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

# 14.2 Kick-off meeting;

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

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

# 14.3 **Progress Review Meeting**

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

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

## 14.4 Urgent Meeting

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

# 15.0 Cancelation or Rescheduling

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

# 16.0 Terminology

# 16.1 Acronyms

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

# 16.2 Definitions

Certification	Formal procedure by which a qualified person who holds a valid certification from an approved organization attesting that he/she is competent to deliver first aid training assesses and verifies (and attests in writing by issuing a certificate) the qualification of an individual in accordance with established requirements or standards.		
Standard level of first aid	Certificate issued by either a qualified person or the organization that developed the training, as the case may be, for successful completion of a two-day first aid course.		
Statutory Holidays	Means New Year's Day, Good Friday, Easter Monday, Victoria Day, June 24 (Quebec only) or Civic Holiday, the first Monday in August), Canada Day, Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.		

# ATTACHMENT 1 TO ANNEX A – Instructor's report



	Instructor's report					
Cou	rse : Code : Lang	uage :	Date : _			
Instr	uctor :					
Time	e : to Location :			(Specify)		
	COURSE EFFECTIVENESS	Fast	Just right	Slow	Comments, Observations and Suggestions	
1.	The duration is sufficient for the content.					
2.	The time allocated to each activity is adequate.		Ш			
3.	The time is sufficient to address participants' expectations.					
	PARTICIPANTS	Yes	No	NA		
4.	The participants are representative of the course's target audience.					
5.	The participants have the knowledge required to take this course.					
6.	The participants are comfortable with the content.					
7.	The participants have expert level of knowledge of the subject matter.  * With the expert knowledge the participant doesn't represent the target population.					
8.	The participants seem interested in the subject matter.					

	The participants are engaged during the course activity.		]			
10.	The participants are engaged in discussion during exercises.					
		1				_
	LEARNING ACTIVITIES		Yes	No	NA	
11.	The course format is adequate for its objectives.					
12.	The material covers the content in a sufficient manner and the material given is clear and relevant	t.				
13.	The exercises instructions are easy to understand and follow.					
14.	The exercises and other activities are appropriate.					
	LOGISTICS		Yes	No	NA	
	Training room conditions:					
15.	Are the training rooms adequate for this course?					
16.	Is the room set-up appropriate for this training?					
	Equipment					
17.	Did you receive the necessary and appropriate equipment to deliver this course?					
	Teaching Tools					
18.	Did you receive teaching tools for this training? Exhandouts, brochures, quick reference guide, etc.	-				
Lege NA -	end - Not available					
Gene	eral summary of the session/activity:					

### **ATTACHMENT 2 TO ANNEX A**

# **PWGSC Course Delivery Method**

# Instructor roles and responsibilities;

- Arrive at 8:00 a.m., verify the room setup, the equipment and greet participants;
- Provide administrative details to participants, at the beginning of the session, such as the location of fire exits, washrooms, lunchroom and the course outline;
- Distribute the attendance list to participants for their signature. Attendance list will be left on the instructor's table at the front of the classroom;
- Signed list must remain on the instructor's table at the end of the course;
- Refer anyone not listed on the participant's list to the Learning Centre reception desk.

## ANNEX "B"

#### **BASIS OF PAYMENT**

## 1. Contract Period and Contract Option Periods

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

# 2. Price per session

- (a) The Contractor will be paid a firm all-inclusive rate (CAD\$) taxes excluded. Custom duties and Excise taxes included for each fully delivered session. One session is delivered on two consecutive days of the same week.
- (b) The rates specified below include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:
  - a. All travel and living expenses for work performed within the National Capital Region (NCR).
  - Any travel expenses for travel between the Contractor's place of business and the NCR;
     and
  - c. Any travel and living expenses
- (c) For all period of the Contract, the Contractor will be paid an all-inclusive *firm price for each fully delivered training session* which could include a maximum of twenty-five (25) students.

# 3. Contract Period (will be added at the Contract Award)

Contract Period – Year 1	Firm All-inclusive Price (CDN\$) per Standard First Aid & CPR Training Session A	Estimated Volume (Number of Courses required)  B	Total (CDN\$) Taxes excluded  C1 = A x B
English Session	\$	14	\$
French Session	\$	8	\$
Total Contract Year 1	\$	22	\$
Contract Period – Year 2	Firm All-inclusive Price (CDN\$) per Standard First Aid & CPR Training Session	(Number of Courses required)	Total (CDN\$) Taxes excluded
	Α	В	C2 = A x B
English Session	\$	14	\$
French Session	\$	8	\$
Total Contract Year 2	\$	22	\$
Contract Period – Year 3	Firm All-inclusive Price (CDN\$) per Standard First Aid & CPR Training Session	(Number of Courses required)	Total (CDN\$) Taxes excluded
	Α	В	C2 = A x B
English Session	\$	14	\$
French Session	\$	8	\$
Total Contract Year 3	\$	22	\$

# 4. Optional Contract Period

Optional Period Option Year 1	Firm All-inclusive Price (CDN\$) per Standard First Aid & CPR Training Session	Estimated Volume (Number of Courses required)	Total (CDN\$) Taxes excluded					
	Α	В	OP1 = A x B					
English Session	\$	14	\$					
French Session	\$	8	\$					
Total Option Year 1	\$	22	\$					
Optional Period Option Year 2	Firm All-inclusive Price (CDN\$) per Standard First Aid & CPR Training Session	(Number of Courses required)	Total (CDN\$) Taxes excluded					
	Α	В	OP2 = A x B					
English Session	\$	14	\$					
French Session	\$	8	\$					
Total Option Year 2	\$	22	\$					
OPTION PERIODS TOTAL + APPLICABLES TAXES =								

(GRAND TOTAL)	
CONTRACT PERIOD TOTAL + OPTION PERIODS TOTAL =	

# ANNEX "C"

# SECURITY REQUIREMENTS CHECK LIST

**	
T	

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Contract Number / Numéro du contrat	
10077929	
Security Classification / Classification de sécurité UNCLASSIFIED	

SECURITY REQUIREMENTS CHECK LIST (SRCL)

	CATION DES EXIGENCES RELAT	IVES A LA SECURITE (LVERS)	
PART A - CONTRACT INFORMATION / PARTIE A 1. Originating Government Department or Organization	1	2. Branch or Directorate / Direction géne	óralo ou Direction
Ministère ou organisme gouvernemental d'origine	On / Public Works and Government Service Canada	Human Resources Branch	state ou Direction
3. a) Subcontract Number / Numéro du contrat de sor		Idress of Subcontractor / Nom et adresse du	sous-traitant
Brief Description of Work / Brève description du tra	avail		
Standard First Aid & Cardiopulmonary Resuscitation (CPR)			
Standard First Aid & Cardiopulnionally Resuscitation (CFR)	Traning		
<ol> <li>a) Will the supplier require access to Controlled Go Le fournisseur aura-t-il accès à des marchandis</li> </ol>			No Yes
5. b) Will the supplier require access to unclassified r	nilitary technical data subject to the pro-	visions of the Technical Data Control	No Yes
Regulations?	,		Non Oui
Le fournisseur aura-t-il accès à des données tec	chniques militaires non classifiées qui s	ont assujetties aux dispositions du Règlemer	it
sur le contrôle des données techniques?			
<ol><li>Indicate the type of access required / Indiquer le ty</li></ol>	pe d'accès requis		
6. a) Will the supplier and its employees require acce			No Yes
Le fournisseur ainsi que les employés auront-ils		biens PROTÉGÉS et/ou CLASSIFIÉS?	Non Oui
(Specify the level of access using the chart in Q			
(Préciser le niveau d'accès en utilisant le tablea 6. b) Will the supplier and its employees (e.g. cleaner		one to restricted appears group? No appears to	No Yes
PROTECTED and/or CLASSIFIED information of		ess to restricted access areas? No access to	No Yes Oui
Le fournisseur et ses employés (p. ex. nettoyeu		ès à des zones d'accès restreintes? L'accès	Non Our
à des renseignements ou à des biens PROTÉG			
6. c) Is this a commercial courier or delivery requirem		Y444	✓ No Yes
S'agit-il d'un contrat de messagerie ou de livrais	on commerciale sans entreposage de	nuit?	Non Oui
7. a) Indicate the type of information that the supplier	will be required to access / Indiquer le	type d'information auguel le fournisseur devr	a avoir accès
Canada 🗸	NATO / OTAN	Foreign / Étrange	
		Poleigil/ Etialige	"
7. b) Release restrictions / Restrictions relatives à la		IN I I'm	
No release restrictions Aucune restriction relative	All NATO countries Tous les pays de l'OTAN	No release restrictions Aucune restriction relative	
à la diffusion	Tous les pays de l'OTAN	à la diffusion	
u la diffusion		a la diliasion	
Not releasable			
À ne pas diffuser	1		
Restricted to: / Limité à :	Restricted to: / Limité à :	Restricted to: / Limité à :	
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) p	pays: Specify country(ies): / Préc	iser le(s) pays :
	Law Carlot and American Control of the Control of t		
7. c) Level of information / Niveau d'information			
DROTECTED A	NATO UNCLASSIFIED [	PROTECTED A	
PROTÉGÉ A	NATO NON CLASSIFIÉ	PROTÉGÉ A	
PROTECTED B	NATO RESTRICTED	PROTECTED B	=
PROTÉGÉ B	NATO DIFFUSION RESTREINTE	PROTÉGÉ B	
PROTECTED C	NATO CONFIDENTIAL	PROTECTED C	一
PROTÉGÉ C	NATO CONFIDENTIEL	PROTÉGÉ C	
CONFIDENTIAL	NATO SECRET	CONFIDENTIAL	<del></del>
CONFIDENTIEL	NATO SECRET	CONFIDENTIEL	
SECRET	COSMIC TOP SECRET	SECRET	
SECRET	COSMIC TRÈS SECRET	SECRET	
TOP SECRET		TOP SECRET	
TRÈS SECRET		TRÈS SECRET	
TOP SECRET (SIGINT)		TOP SECRET (SIGINT)	
TRÈS SECRET (SIGINT)		TRÈS SECRET (SIGINT)	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED

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Government of Canada Gouvernement du Canada

Contract Number / Numéro du contrat 10077929 Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite) 8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?	No Yes									
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity:	Non Oui									
Dans l'affirmative, indiquer le niveau de sensibilité :  9. Will the supplier require access to extremely sensitive INFOSEC information or assets?	No Yes									
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?	Non Oui									
Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :										
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)  10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	-									
RELIABILITY STATUS CONFIDENTIAL SECRET TOP SEC CONFIDENTIAL SECRET TRÈS SE										
TOP SECRET- SIGINT NATO CONFIDENTIAL NATO SECRET COSMIC	TOP SECRET TRÈS SECRET									
SITE ACCESS ACCÈS AUX EMPLACEMENTS										
Special comments: Commentaires spéciaux :										
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.										
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être										
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	No Yes Oui									
If Yes, will unscreened personnel be escorted?  Dans l'affirmative, le personnel en question sera-t-il escorté?	No Yes Oui									
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)										
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS										
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?	No Yes									
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?										
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	No Yes Oui									
PRODUCTION										
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment	No Yes									
occur at the supplier's site or premises?  Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ	Non Oui									
et/ou CLASSIFIÉ?										
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)										
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED	No Yes									
information or data?	Non Oui									
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?										
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	No Yes Oui									
TDC/CCT 250 400/2004/42)										
TBS/SCT 350-103(2004/12) Security Classification / Classification de sécurité										

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Government Gouvernement du Canada

Contract Number / Numéro du contrat

10077929

Security Classification / Classification de sécurité
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PAR	T C - (continue	d) /	PAR	TIE	C - (suite)												
For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's																	
	site(s) or premises. Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les										- Fara						
								ivent utiliser i	e tableau reca	apitulatif c	ม-dessous	s pou	r indi	ıquer	, pour chaque	categorie	e, les
. "	niveaux de sauvegarde requis aux installations du fournisseur.																
F	or users comple	ting	the f	form	online (via th	e Internet	), the sum	nmary chart is	automatically	y populate	ed by your	resp	onse	es to	previous que	stions.	
	Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies												aisies				
d	dans le tableau récapitulatif.  SUMMARY CHART / TABLEAU RÉCAPITULATIF																
						30	WIWART	CHART /	I ABLEAU K	ECAPITO	LATIF						
_		_															
	Category		ROTECT			ASSIFIED			NATO						COMSEC		
	Catégorie	PF	ROTÉ	GÉ	CI	LASSIFIÉ											
		A	В	С	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC		ROTECT		CONFIDENTIAL	SECRET	TOP SECRET
		^	"	`		SECRET				SECRET	SECRET				1	SECRET	
					CONFIDENTIEL		TRÉS SECRET	NATO DIFFUSION	NATO CONFIDENTIEL		COSMIC TRÈS	Α	В	С	CONFIDENTIEL		TRÉS SECRET
			igspace	$\perp$				RESTREINTE			SECRET	_	_	_			
	rmation / Assets seignements / Biens																
Pro	duction																
	1edia /	$\vdash$	$\vdash$	Н								$\vdash$	$\vdash$				
	port TI ink /	$\vdash$	$\vdash$	$\vdash$								$\vdash$	$\vdash$				$\overline{}$
Lie	électronique																
12. a	) Is the descripti	ion d	of the	ow s	rk contained w	ithin this S	SRCL PR	OTECTED a	nd/or CLASSI	FIED?					Г	No	Yes
	La description										SIFIÉE?					Non	Oui
	If Yes, classif													Clar	edification		
	de sécurité »						e en ma	iquant le miv	eau de secui	ite dalis	ia case ii	ititui	ee «	Clas	Silication		
12. b	) Will the docum									4					[	✓ No	Yes
	La documenta	tion	asso	ciée	à la présente	LVERS s	era-t-elle	PROTEGEE	et/ou CLASS	IFIEE?					ı	Non	L Oui
	If Yes, classif	v th	is fo	rm h	ov annotating	the top a	nd botto	m in the are	a entitled "Se	curity C	lassificati	ion"	and	indi	cate with		
	attachments (						iiu somo			rounty of	acomoun.		u				
	Dans l'affirma																
	de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces																
	jointes).																

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

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## ANNEX "D"

#### **INSURANCE REQUIREMENTS**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

- 2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

 Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

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

## For the province of Quebec, send to:

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

## For other provinces and territories, send to:

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

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