RETURN BIDS TO:	<b>Title:</b> Private Career College Students: Education, Funding, and Outcomes		
Size limit – 13MB	Solicitation No. 100009831	Date: January 4 <sup>th</sup> , 2018	
	Solicitation Closes: January 26, 2018 @ 2 PM / 14 h	Time Zone Eastern Standard Time (EST)	
	Address Inquiries to : nc-solicitations-gd@hrsdc-rhdcc.gc.ca		

# REQUEST FOR PROPOSAL

# Proposal To: Employment and Social Development Canada

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

Vendor / Firm name and address:	
Telephone:	
E-Mail:	
Name and title of person authorized to sign on behalf of	Vendor/firm (type or print)
Signature	Date



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

#### 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: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Security Requirements Checklist.

## 2. Summary

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses.

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

#### 3. Debriefings

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



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

#### 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> (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) issued by Public Works and Government Services Canada.

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

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the exception of the following:

- 1. Replace references to 'Public Works and Government Services Canada' with 'Employment and Social Development Canada';
- 2. Delete Section 02, Procurement Business Number, in its entirety;
- 3. Revise Subsection 2d. of Section 05, Submission of Bids, to read:

"send its bid only to the physical or e-mail address specified on Page 1".

4. Subsection 5.4 of Section 05 is amended as follows:

Delete: sixty (60) days

Insert: ninety calendar (90) days

- 5. Delete Subsections 1a. and 1b. of Section 12, Rejection of Bid, in their entirety.
- 6. Delete Subsection 2. of Section 20, Further Information, in its entirety.

# 2. Submission of Bids

Bids must be received at the email address <u>nc-solicitations-gd@hrsdc-rhdcc.gc.ca</u>,, by the time and date indicated on the cover page of this RFP document.

It is the Bidders responsibility to ensure their proposal and all associated documents are received in full and on time. It is advised that Bidders send the proposal in advance of the closing time to ensure confirmation of receipt. Bidders should ensure e-mails do not exceed 13MB to avoid problems with transmission.

# 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 3 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that



the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 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.

# 5. Basis for Canada's Ownership of Intellectual Property

ESDC has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: Where the Foreground IP consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.



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

## 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 separately bound sections, in two separate envelopes, when submitted in hard copy, and in two separate files, when in soft copy, as follows:

Section I: Technical Bid 1 soft copy via e-mail,

Section II: Financial Bid 1 soft copy via e-mail,

Section III: Certifications 1 soft copy via e-mail.

Section IV: Additional Information 1 soft copy via e-mail.

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

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

#### 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 and describe their approach (if applicable) 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.

All mandatory technical criteria are identified specifically with the words "shall", "must", or "will". The Technical Bid must demonstrate compliance with all mandatory evaluation criteria and must also specifically respond to each of the point-rated evaluation criteria.

#### Section II: Financial Bid

Bidders must submit their Financial Bid in Canadian funds, in accordance with the Pricing Schedule detailed in **Attachment 1 to Part 3**. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, must be shown separately, if applicable.

Section III: Certifications



Bidders must submit the certifications required under Part 5.

#### Section IV: Additional Information

# 1.1 Bidder's Proposed Site or Premises Requiring Safeguard Measures

As indicated in Part 6 under Security Requirement, the Bidder must provide the required information below, on the Bidder's proposed site or premises for which safeguard measures are required for Work Performance.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country



# ATTACHMENT 1 TO PART 3 Pricing Schedule

The bidder must complete this pricing schedule and include it in its Financial Bid.

Any estimated level of services specified in this pricing schedule is provided for bid evaluation price determination purposes only. Levels of efforts are provided as estimates only, and must not be construed as a commitment by ESDC to respect those estimates in any resulting contract.

Bid Price	\$
GST/HST (If applicable)	\$
Total Bid Price	



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

#### 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.

#### 1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Attachment 1 to part 4.

#### 1.2 Financial Evaluation

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

#### 2. Basis of Selection

#### 2.1 Basis of Selection - Highest Combined Rating of Technical 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 70 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 points.

- 2. Bids not meeting (choose "(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 80 % for the technical merit and 20% 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 80 %.
- To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20 %.



- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 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. Tie Breaker: When two or more responsive proposals achieve the identical score, the proposal with the highest score in the Rated Criteria will be will be recommended for contract award..

The table below illustrates an <u>example</u> where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points for technical score equal 135 and for price, 45 points, based on the lowest evaluated price of \$45,000.

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

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



## ATTACHMENT 1 TO PART 4 - MANDATORY AND RATED TECHNICAL CRITERIA

# **Mandatory Technical Criteria**

The Bidder must provide the necessary documentation to support compliance with this requirement.

Item #	Mandatory Financial Criteria
F1	The Total Bid in ATTACHMENT 1 TO PART 3, Pricing Schedule price <b>MUST</b> not exceed \$200,000 excluding applicable taxes.

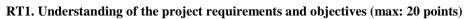
#### **Point Rated Technical Criteria**

The Bidder must provide the necessary documentation to support compliance with this requirement.

Point Rated Technical Criteria (RT) and Scores		Required Minimum Number of Points	Maximum Number of Points
RT1: Understanding of the project requirements and objectives	<ul> <li>The bidder should demonstrate a thorough understanding of the Statement of Work (SoW) and of the work required to meet the project objectives.</li> <li>The bidder should: <ul> <li>Demonstrate understanding of the project requirements and objectives (5 points);</li> <li>Address all issues identified in the Statement of Work and provide a plan for how these will be addressed (5 points);</li> <li>Situate the proposal within existing literature and previous project work in the topic area by referencing material used to assist in writing the proposal as well as other materials of relevance to the project (5 points);</li> <li>Submit a work plan which clearly demonstrates how the bidder will meet the project objectives and all deliverables. The work plan should detail proposed resources and include a thorough outline of the sampling and survey methodology (5 points).</li> </ul> </li> </ul>	14	20
RT2: Methodological and conceptual framework	The bidder should clearly demonstrate that the conceptual framework to be used in the research is appropriate and provide an understanding of how such a framework will meet the project objectives (10 points).  The bidder should also clearly demonstrate that the methodology to be used is appropriate, and provide an understanding of how such an approach will meet the project objectives. The bidder should clearly demonstrate that the proposed methodology is feasible in the time allotted for completion of all project deliverables (10 points).	14	20



RT3: Bidder experience	<ul> <li>The bidder should have experience in the analysis and synthesis of information, particularly as it pertains to the subject area. The bidder should provide details of relevant projects that clearly demonstrate experience in:</li> <li>Conducting analysis in the area of post-secondary education (5 points).</li> <li>Conducting analysis on post-secondary outcomes and factors impacting completion rates (5 points).</li> <li>Conducting analysis in the area of student financial assistance, debt management, and/or financial literacy (5 points).</li> <li>Developing quality standards and/or indicators on the performance of educational institutions, with a particular focus on student educational outcomes (5 points).</li> <li>Undertaking large-scale population surveys (minimum 1,000 responses) (5 points).</li> <li>Conducting analysis in the area of labour force outcomes, especially related with the labour market outcomes of post-secondary students (5 points).</li> <li>For each of the above, the bidder should list all relevant project experience within the last 10 years.</li> </ul>	21	30
RT4: Referenced projects	<ul> <li>The bidder should clearly identify three past projects (maximum of 10 points/project) undertaken related to large-population surveys (minimum 1,000 responses), and provide details of the services provided including client name and value for each project.</li> <li>The bidder should: <ul> <li>Provide the sample size and describe their experience in designing the sampling methodology, developing survey questionnaires, conducting the survey, and analyzing the resulting survey data (maximum 4 points per project).</li> <li>Describe their experience in preparing and producing analytical reports that are primarily quantitative in nature (maximum 3 points per project).</li> <li>Demonstrate experience in surveying/accessing the target population for this project, either through telephone or on-line or a combination of methods (maximum 3 points per project).</li> </ul> </li> </ul>	21	30
Overall Score		70	100





Not addressed	(0 pts)
Fair demonstration of understanding	(up to 2 pts)
Good demonstration of understanding	(up to 3 pts)
Very good demonstration of understanding	(up to 4 pts)
Excellent demonstration of understanding	(up to 5 pts)

#### Subjective Rating Criteria for Project Requirements and Objectives

- Not addressed: Information is missing.
- Fair: Basic understanding of project requirements and objectives. Some information presented contains a significant error (i.e. inaccurate, outdated and/or irrelevant).
- Good: Satisfactory understanding of project requirements and objectives. The majority of the information is accurate and current and only a small amount of information contains errors.
- Very good: A good understanding of the project requirements and objectives is demonstrated. All of the information is accurate and current and contains no significant errors. A small amount of irrelevant information is included in the proposal.
- Excellent: Sophisticated, knowledgeable, and insightful understanding of project requirements and objectives. All
  information presented is accurate, current, and relevant.

#### RT2. Proposed methodological and conceptual framework (max: 20 points)

Not addressed	(O pts)
Fair	(up to 4 pts)
Good	(up to 6 pts)
Very Good	(up to 8 pts)
Excellent	(up to 10 pts)

# Subjective Rating for Research Methodology

- Not addressed: Information is missing.
- Fair: Significantly lacking in detail and it is unclear how the bidder will answer the questions outlined in the Statement of Work. The proposal lacks important details about the feasibility of the proposed methodology.
- Good: Adequately details the methodology. However, important details regarding some of the key steps in the methodology are lacking and significant questions remain with regards to the feasibility of this process.
- Very Good: Detailed description of the methodology and its feasibility; however, details regarding some of the steps in
  the research process are still missing or weak and there may be a number of small questions remaining to be addressed.
- Excellent: Description of the methodology and its feasibility is clearly articulated with all important steps being addressed in significant detail.



#### RT3. Bidder experience (max: 30 points)

Not addressed	(0 pts)
Fair	(up to 2 pts)
Good	(up to 3 pts)
Very Good	(up to 4 pts)
Excellent	(up to 5 pts)

#### Subjective Rating Criteria for Experience

- Not addressed: Information is missing.
- Fair: Body of work is irrelevant or unrelated to the topic.
- Good: Body of work is important and has some irrelevant or unrelated pieces.
- Very Good: Body of work is important and has few irrelevant or unrelated pieces of work.
- Excellent: Body of work is extensive and has exclusively relevant or related pieces of work.

#### RT4: Referenced projects (max: 30 points)

#### Criteria 1

Not addressed (0 pts per project)
Fair (up to 2 pts per project)
Good (up to 3 pts per project)
Excellent (up to 4 pts per project)

#### Subjective Rating Criteria for Experience

- Not addressed: Information is missing.
- Fair: Minimal information is provided on the project or on the bidder's experience.
- Good: Project is adequately described. The bidder has adequate experience in some aspects of the project work.
- Excellent: Project is clearly described. The bidder has significant experience in all aspects of the project work.

#### Criteria 2 and 3

Not addressed (0 pts per project)
Good (up to 2 pts per project)
Excellent (up to 3 pts per project)

## Subjective Rating Criteria for Experience

- Not addressed: Information is missing.
- Good: Project is adequately described. The bidder has adequate experience in some aspects of the project work.
- Excellent: Project is clearly described. The bidder has significant experience in all aspects of the project work.



#### 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. 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 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 with this request will render the bid non-responsive or will constitute a default under the Contract.

## 1. Mandatory Certifications Precedent to Contract Award

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 so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement.

Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### 1.1 Declaration of Convicted Offences

If requested by the Contracting Authority, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide a completed <u>Declaration Form</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html), to be given further consideration in the procurement process.

#### Integrity Provisions - List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Social Development Canada (ESDC) - Labour's website

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

#### 1.3 Former Public Servant Certification

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;
- 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.
- e. "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.
- f. "pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement 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 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 ()

\* Bidder (For greater clarity, the "Bidder" means the vendor legal entity (e.g. not a resource of the vendor legal entity).

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <a href="Contracting Policy Notice">Contracting Policy Notice</a>: 2012-2 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.

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

#### 2. 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.

#### 2.1 Education and Experience

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



#### **PART 6 - SECURITY**

#### 1. Security Requirement

- 1. At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses:
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
  - (d) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 Resulting Contract Clauses;
  - (e) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 Section IV Additional Information.
- 2. In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.



#### PART 7 - RESULTING CONTRACT CLAUSES

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

## 1. Applicable Laws

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

#### 2. 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 Higher Complexity Services (2016-04-04);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Security Requirements Check List;
- (e) the Contractor's bid dated \_\_\_\_\_.

#### 3. Statement of Work

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

## 4. 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</u> <u>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.

Whenever 'Public Works and Government Services Canada' appears in any of the standard clauses or the General or Supplemental Conditions replace with "Employment and Social Development Canada".

# 4.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract, with the following exceptions:

- 4.1.1 Delete reference to 'Client Reference Number (CRN)' and 'Procurement Business Number (PBN)' from Section 12. sub-section 2.a
- 4.1.2 Delete sub-sections 14
- 4.1.3 Delete sub-sections 15
- 4.1.4 Delete sub-sections 19
- 4.1.5 Delete sub-sections 20

## 5. Security Requirement

## 5.1 Security Clauses

- The Contractor's work site must at all times during the performance of the Contract/Standing Offer hold valid
  Designated Organization Screening (DOS) with Document Safeguarding Capability at the level of
  PROTECTED B and Facility Security Clearance at the level of PROTECTED B issued by the Canadian
  Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor's proposed personnel who will require access to designated information, assets, and sensitive
  work sites must each hold a valid RELIABILITY status. Personnel without the proper security authorization
  may only access information that does not require a RELIABILITY status. All security clearances must have



been granted and approved by the Canadian and International Industrial Security Division (CIISD), Public Works and Government Services Canada (PWGSC).

- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission
  of CISD/PWGSC or the ESDC Project Authority.
- All IT media storing information concerning this contract including any backups made of the contract data, at the completion of this contract are subject to the IT Security Guidance (ITSG) 06 – Clearing and Declassifying Electronic Data Storage Devices.
- Upon termination of the contract, the \_\_\_\_\_\_ (Company name) must return all equipment including encrypted USB key provided by the Project Authority including all documents produce.
- The contractor will use only the Departmental approved way of transmission (by encrypted email, DVD, secure FTP sites, Departmental approved USB key etc.) to submit the deliverables

#### 5.2 Contractor's Site or Premises Requiring Safeguard Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses:

Address:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State
Postal Code / Zip Code
Country

#### 6. Period of the Contract

The period of the Contract is from contract award to December 31<sup>st</sup>, 2018 inclusive.

#### 7. Authorities

## 7.1 Contracting Authority

The Contracting Authority for the Contract is: (to be provided at contract award)

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.

#### 7.2 Project Authority

The Project Authority for the Contract is: (to be provided at contract award)

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.



## 7.3 Contractor's Representative

The Contractor's Representative for the Contract is:

#### 8. Payment

## 8.1 Basis of Payment – Firm Lot Price(s)

In consideration of the Contractor	satisfactorily completing all of its obligations under the Contract, the Contractor
will be paid a firm lot price" of $\$$ $\_$	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.

## 9.1 Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

## 9.2 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Description or Deliverable	Due Date	Firm Price
1	Methodology Report	4 weeks from contract award	20%
2	Survey Questionnaire	12 weeks from contract award	20%
3	Field Test Report	July 31, 2018	10%
4	Preliminary Report	October 31, 2018	25%
5	Final Report, PowerPoint Presentation, and Excel Files	December 31, 2018	25%

#### 10. Invoice Submission

- 1. Invoices must be submitted in the Contractor's name, by e-mail to the Project Authority (see article 7.2). 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 department, item or reference numbers, deliverable/description of the Work, contract number, and financial code(s);
  - 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.

#### 10.1. T1204 Information Reporting by Contractor

Pursuant to paragraph 221 (1)(d) of the <u>Income Tax Act</u>, R.S. 1985, c.1 (5<sup>th</sup> Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

#### 11. Foreign Nationals (Canadian Contractor)

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

#### 12. Proactive Disclosure of Contracts with Former Public Servants

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

#### 13. Certifications

13.1 The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### 14. Intellectual Property

# Canada to Own Intellectual Property Rights in Foreground Information

- 01 Interpretation
- **02** Disclosure of Foreground Information
- 03 Canada to Own Intellectual Property Rights in Foreground Information



- **04** License to Intellectual Property Rights in Background Information
- 05 Right to License
- **06** Access to Information; Exception to Contractor Rights
- 07 Waiver of Moral Rights
- Copyright (Re: 6.5)

#### 01 Interpretation

1. In the Contract,

"Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;

"Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;

"Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;

"Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information:

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;

"Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

#### **02 Disclosure of Foreground Information**

- 1. The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.
- 2. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

#### 03 Canada to Own Intellectual Property Rights in Foreground Information

1. Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they



- come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
- 2. The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:
  - (c) HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

- (c) SA MAJESTÉ LA REINE DU CHEF DU CANADA (year)
- 3. (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.
  - (ii) For greater certainty and without limiting sub-section 03(1), if the Work under the Contract involves the collection of personal information as that term is defined in the Privacy Act (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.
- 4. The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the Minister may require, and the Contractor shall, at Canada's expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

## 04 License to Intellectual Property Rights in Background Information

- 1. The Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:
  - 1. for the use, operation, maintenance, repair or overhaul of the Work;
  - 2. in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul:
  - 3. for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;

and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.



- 2. The Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection 2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
- 3. Notwithstanding subsections 1 and 2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.
- 4. The Contractor acknowledges that, subject to paragraph (c) of subsection 1, Canada may wish to award contracts for any of the purposes contemplated in subsections 1 and 2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
- 5. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

## 05 Right to License

The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Contract.

#### 06 Access to Information; Exception to Contractor Rights

- 1. Subject to the Access to Information Act, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.
- 2. Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:
  - is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
  - 2. is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
  - 3. is independently developed by or for Canada; or
  - 4. is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.



## 07 Waiver of Moral Rights

- The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the Copyright Act, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.
- 2. If the Contractor is an author of the Foreground Information referred to in subsection 1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

# Copyright (Re: 6.5)

#### Copyright

1. In this section.

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.

"Moral Rights" has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42.

- 2. Copyright in the Material shall vest in Canada and the Contractor shall incorporate in all Material the copyright symbol and either of the following notices, as appropriate:
  - (c) HER MAJESTY THE QUEEN IN RIGHT OF Canada (year)

or

- (c) SA MAJESTÉ LA REINE DU CHEF DU CANADA(year)
- At the completion of the Contract, or at such other time as the Contract or the Minister may require, the Contractor shall fully and promptly disclose to the Minister all Material created or developed under the Contract.
- 4. Where copyright in any Material vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Minister may require.
- 5. The Contractor shall not use, copy, divulge or publish any Material except as is necessary to perform the Contract.
- 6. At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Material.
- 7. If the Contractor is an author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.



## Annex A Statement of Work

## 1.0 Title

Private Career College Students: Education, Funding, and Outcomes

## 2.0 Objectives

The Canada Student Loans Program (CSLP) is looking for research to better understand the education pathways, funding sources, and labour market outcomes of borrowers who attend Private Career Colleges (PCCs).

The primary objective of this project is to provide essential knowledge to the CSLP in improving its understanding of the unique challenges faced by PCC students. A statistically-representative survey of current and former PCC students, necessary in order to analyse information concerning their experiences, finances, and labour market outcomes (as applicable), will therefore be undertaken.

Knowledge gained will be used to inform policy discussions and to fill knowledge gaps pertaining to existing policy and program levers in place to respond to the needs of PCC students.

# 3.0 Background

To support students who may otherwise be unable to afford PSE, the CSLP provides grants and loans to over 500,000 Canadians each year to help cover the associated costs of education and training. Financial assistance is provided in partnership with ten participating provinces and territories (P/Ts)<sup>1</sup> who supplement federal assistance with provincial student aid. The CSLP also provides repayment assistance measures for borrowers who are facing difficulty repaying their loans to ensure that student debt loads remain manageable.

Canadian PSE institutions are categorized in three main sectors: universities, colleges and private institutions. The latter consists largely of Private Career Colleges (PCCs), which provide vocational training for specific professions and are generally funded by student tuition fees. According to a recent report published by the Conference Board of Canada, "there are over 1,300 registered [PCCs] (including for-profit and not-for-profit) operating across all provinces and in two territories (P/Ts) —seven times the number of public colleges in Canada". Despite the large number of PCCs, however, these institutions are a tertiary choice of education in the Canadian post-secondary market. They enroll approximately 170,000 students annually, one fifth of the number of students enrolled in public colleges.

Among the nearly half million post-secondary students who receive financial aid from the CSLP each year, approximately 9% study in designated private institutions. In loan year 2015-16, \$334 million in loans and \$55 million in grants were provided to more than 44,000 students attending approximately 980 designated private institutions across Canada, the majority of which were PCCs. These institutions have unique characteristics; for example, PCCs tend to be more volatile, do not receive government funding, and tend to charge tuition rates much higher than public universities or colleges. Evidence from CSLP administrative data indicates that students of private institutions tend to have a higher risk of defaulting on their student loans and experiencing repayment difficulties. Understanding the unique challenges facing these students will help the CSLP to better understand its borrowers and develop programs and policy to better support this population.

<sup>&</sup>lt;sup>1</sup> The Northwest Territories, Nunavut, and Quebec do not participate in the CSLP.



Significant information and knowledge gaps exist with regard to the education pathways, funding sources, and labour market outcomes of CSLP borrowers who attend PCCs. Although relevant data on student post-secondary experiences and outcomes are available via Statistics Canada's Postsecondary Student Information System (PSIS) and National Graduate Survey (NGS), neither tool covers PCCs specifically. In fact, a review of literature shows that only limited research about this sector has been undertaken. From 2006 to 2009, the CSLP and the Canada Millennium Scholarship Foundation funded the Survey of Canadian Career Colleges, which included a significant focus on the PCC sector. However, the information is now almost a decade old and does not account for recent changes to CSLP supports.

Most recently, the Conference Board of Canada published a report on PCCs (The Role and Value of Private Career Colleges in Canada) which provided a useful overview of the sector and listed recommended actions for government regulators, many of which this project will aim to address. However, the findings included in this report were not statistically representative of the PCC sector and introduced a selection bias, as respondents volunteered themselves to respond to the survey.

## 4.0 Scope

# **4.1 Project Description**

The CSLP would like to better understand the education pathways, funding sources, and labour market outcomes of borrowers who attend PCCs. This project will focus on providing essential knowledge to the CSLP in improving its understanding of the unique challenges faced by PCC students and how the program can better respond to the needs of this borrower population.

The key component of this project is a survey covering in-study and former PCC students, including both graduates and those students who left studies prior to graduation. The target population comprises CSLP clients (including Canada Student Loan borrowers and Canada Student Grant recipients) at all designated PCCs in CSLP-participating jurisdictions across Canada. The sample should be representative with respect to the regional distribution of the target institutions as well as the distribution between current and former PCC students. The CSLP will provide the sampling frame.

The survey will begin with the collection of general demographic data to establish a demographic profile. Examples of the information to be collected include background information (e.g. parental education, previous education level, work history, etc.) and socio-economic characteristics (e.g. age, gender, marital status, family size, income, living arrangements, etc.). This data will be used to inform further analysis on PCC sector including the education and career paths of PCC students, graduates, and leavers, and the variation in choice of PCC programming.

Following this high-level collection of data, the survey will address three focus streams of inquiry through the following modules: Education, Funding and Outcome.

#### 1) Education

This module, which applies to in-study students, graduates, and leavers, will provide all relevant information about the chosen field of study, program duration, whether studies were part-time or full-time and reasons for non-completion for leavers. This section should determine the motivating factors for the students' choice to study at a PCC (rather than a public community college or university).



Some examples of relevant research topics this section should address include completion (or expected completion) rates for students, length of study for leaver, and plans for further education of PCC students following completion of study.

# 2) Funding

The funding module will also apply to in-study students, graduates and leavers and will examine the use of federal and provincial SFA, such as loans, grants by students while they are in PCC. It will collect information on the types of non-government funding (e.g. bank loans, lines of credit, and use of credit cards or loans from family members) as well as the costs associated with attending a PCC (e.g. tuition, other educational costs, cost of living, etc.). Students will be asked what they think about their PCC debt and their ability to pay for the cost of their education.

This module should inform on topics such as perceptions and awareness of loan repayment obligations, debt management tools (e.g. Repayment Assistance Plan (RAP), and in-study employment.

## 3) Outcomes

Outcome will target recent graduates and those who left PCC without completing their programs. It will look at both groups to determine whether the person is employed, whether they are working in a job related to their field of study, the length of time between graduation/leaving PCC and employment, the employment income and if there is a sense of satisfaction with their educational experience.

## 4.2 Contractor Responsibilities

The contractor will be responsible for the following:

- a. Preparing a methodology report clearly outlining the intended approach to the project work, consulting with the Project Authority on the specific sampling methodology;
- b. Developing a survey questionnaire focused on the education pathways, funding, and labour market outcomes of current and former PCC students in CSLP-participating jurisdictions;
- c. Preparing report based on a field test with a small number (minimal 20) of survey respondents, to allow for the refinement of the questionnaire before it is finalized;
- d. Seeking consent from survey respondents for their participation as well as for the linkage of their responses to CSLP administrative data;
- e. Undertaking an electronic and/or telephone survey of CSLP borrowers and/or grant recipients in participating jurisdictions who have attended or who are currently attending a designated PCC, to obtain information on their education pathways, funding, and labour market outcomes;
- f. Preparing a preliminary report based on survey results and data analysis, to be presented to CSLP for review; and
- g. Preparing a final report and accompanying PowerPoint presentation summarizing the results of all work undertaken, to inform discussions on CSLP policy development. An Excel file comprising all data gathered must also be provided.

## 5.0 Collection and Use of Personal Information

For the purpose of performing the project work, the contractor shall organize and lead, on behalf of ESDC, focus group discussions with prospective adult learners. In doing so, the contractor shall collect from these individuals information relating to the perceived barriers to returning to studies and the types of supports that could enable them to overcome these barriers.



In the event that personal information is collected during focus group discussions, the following applies:

- For the purpose of allowing the Contractor to perform the work under the contract, ESDC shall
  make available to the Contractor, in accordance with the Privacy Act and other applicable laws
  governing the protection of information under its control, the following information: a sampling frame
  drawn from the CSLP administrative database, including unmasked personal identifiers for
  approximately 5,000 7,000 borrowers and/or grant recipients.
- 2. For the purpose of performing the work under the contract, the Contractor shall collect, on behalf of ESDC and to the exclusion of all other information, the following information: survey responses of CSLP borrowers and/or grant recipients.
- 3. The Contractor shall collect the information referred to in sections 1 and 2 above directly from the individuals to whom that information relates unless the individuals authorize collection from another source or the direct collection of information might result in the collection of inaccurate information.
- 4. The Contractor shall inform the individuals of the purpose of the collection, including any statutory authority for the collection, of their right to refuse to provide any or all of the requested information and any possible consequence of such refusal, and of their right of access and correction.
- 5. The Contractor shall make every effort to ensure the accuracy of the information collected pursuant to sections 1 and 2.
- 6. Unless otherwise required by law or authorized in writing by the individuals to whom that information relates, the Contractor shall not collect, use or disclose the information respectively referred to in sections 1 and 2 except for the purpose of performing the work under the contract.
- 7. The Contractor shall maintain all information referred to in sections 1 and 2 and make sure it is only accessible, in Canada.
- 8. The Contractor shall segregate all records containing information referred to in section 1 (whether in electronic format or in hard copy) from other records, and keep all databases in which such records are to be maintained physically independent from all other database, directly or indirectly, which are located outside Canada.
- 9. The Contractor shall ensure that all aspects of the processing of information referred to in sections 1 and 2 are conducted in and only accessible in Canada.
- 10. The Contractor shall take all necessary measures to ensure that every person hired, or the services of whom it retains to fulfill obligations under this contract, knows and complies with all the terms and conditions of this contract with respect to the protection of information referred to in sections 1 and 2
- 11. Unless otherwise required by law or authorized in writing by the individuals to whom that information relates, the Contractor will ensure that no information referred to in section 1 is disclosed to a third party for a purpose authorized herein, unless there is a written agreement between the Contractor and the third party, imposing upon the third party obligations that are the same as those that are imposed upon the Contractor under this contract with respect to the protection of this information.
- 12. The information referred to in sections 1 and 2 remains at all times under the control of ESDC.
- 13. The information referred to in sections 1 and 2 is protected by the Privacy Act and any other applicable federal laws governing the protection of personal information held by federal institutions. That information shall be treated as such by the Contractor in accordance with the ESDC Security Policy and Procedures Manual, the Government of Canada Security Policy or other instructions that ESDC may issue.
- 14. Unless otherwise required by law or authorized in writing by the individuals to whom that information relates, the Contractor shall not make any copies of the information referred to in sections 1 and 2 except with the written consent of ESDC.
- 15. Unless otherwise required by law or authorized in writing by the individuals to whom that information relates, upon expiry or termination of the contract, whichever is earlier, the Contractor shall return to ESDC the information referred to in sections 1 and 2 and copies thereof, if any.



- 16. The Contractor's premises shall be open for inspection by authorized representatives of ESDC at reasonable times to ensure compliance with the provisions of this contract governing the protection of personal information.
- 17. The Contractor shall notify ESDC immediately after he becomes aware that a breach of any provision of this contract governing the protection of personal information has occurred.
- 18. Any intentional breach by the Contractor of any provision of this contract governing the protection of personal information constitutes a fundamental breach of contract such that the contract may be terminated by ESDC.

## 6.0 Deliverables and Schedule

Deliverables for the project work include a methodology report, a questionnaire, a preliminary report, and a final report and accompanying PowerPoint presentation.

The final report must be provided in the following formats:

- Two electronic versions of the report, one in Microsoft Word and one in Adobe portable document format (.pdf), both including the source files of all electronic images included in the document (e.g., graphs, photographs, tables and images at minimum 4X5, 300 dpi);
- A Microsoft Excel file containing all charts, graphs, tables, and associated data; and
- A .doc source file for the text source files for all graphics.

The final report must include:

- A table of contents:
- An abstract of no more than 200 words outlining the most significant information contained in the report;
- An executive summary of 1-5 pages in length describing the purpose and scope of the document, research methods and data sources, results, conclusions, and key research gaps;
- A list of tables and figures;
- A bibliography, proper citations, and explanatory footnotes if required;
- A two-sentence description of the paper for use as an Internet summary; and
- Ten subject keywords for registering the publication with Internet search engines. Without these
  keywords, the document will not be found on the ESDC website. The keywords must be found
  in the Government of Canada Core Subject Thesaurus.

In order to avoid the necessity for extensive changes, the contractor should follow the style guidelines provided below when preparing the final report, abstract, and executive summary.

The Canadian Style, published by Dundurn Press Ltd. in cooperation with Public Works and Government Services Canada Translation Bureau, can be helpful in matters of punctuation, capitalization, and usage.

The Gage Canadian Dictionary is the official standard for federal government spelling, but any reputable Canadian dictionary may be used as a reference.

ESDC reserves the right to publish the document (in paper format and/or on the internet) as part of a series of papers commissioned through the department. The Contractor cannot publish articles or papers based on this work without the written consent of the Canada Student Loans Directorate.



# Annex B Security Requirement Check list (SRCL)

**Note to Bidders:** The Completed and signed Generic Security Requirement Check List (SRCL) will be sent upon contract award.

