

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
PWGSC/TPSGC Acquisitions  
1045 Main Street  
1st Floor, Lobby C  
Unit 108  
Moncton, NB E1C 1H1  
Bid Fax: (506) 851-6759

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government Services 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 therefor.

**Proposition aux: Travaux Publics et Services Gouvernementaux Canada**

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

**Comments - Commentaires**

<b>Title - Sujet</b> Specification Writing Train. Course	
<b>Solicitation No. - N° de l'invitation</b> W3557-130006/B	<b>Date</b> 2012-11-29
<b>Client Reference No. - N° de référence du client</b> W3557-130006	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MCT-001-4549	
<b>File No. - N° de dossier</b> MCT-2-35074 (001)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-12-17</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Kirkpatrick, Beth	<b>Buyer Id - Id de l'acheteur</b> mct001
<b>Telephone No. - N° de téléphone</b> (506) 851-2856 ( )	<b>FAX No. - N° de FAX</b> (506) 851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 1 Engineer Support Unit 299 Park Street Bldg 47 MONCTON New Brunswick E1C9L4 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

NB / PEI Division - Moncton Acquisitions Office  
1045 Main Street  
1st Floor, Lobby C  
Unit 108  
Moncton, NB E1C 1H1

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

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Solicitation No. - N° de l'invitation

**W3557-130006/B**

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

**mct001**

Client Ref. No. - N° de réf. du client

W3557-130006

File No. - N° du dossier

MCT-2-35074

CCC No./N° CCC - FMS No/ N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Statement of Work**

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

### **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.

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## 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 *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2012/11/19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

### 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

### 3. Enquiries - Bid Solicitation

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

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

### 4. Applicable Laws

Solicitation No. - N° de l'invitation

W3557-130006/B

Amd. No. - N° de la modif.

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MCT-2-35074

Buyer ID - Id de l'acheteur

mct001

Client Ref. No. - N° de réf. du client

W3557-130006

CCC No./N° CCC - FMS No/ N° VME

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

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

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

### **1. Bid Preparation Instructions**

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

Section I: Technical Bid ( 2 hard copies)  
Section II: Financial Bid ( 1 hard copy)  
Section III: Certifications (1 hard copy)

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;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

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

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

##### **1.1 Exchange Rate Fluctuation**

C3011T (2010/01/11), Exchange Rate Fluctuation

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

Bidders must submit the certifications required under Part 5.

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## **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**

#### **1.1.1 Mandatory Technical Criteria**

The mandatory technical evaluation criteria are described in Annex " C " - Technical Evaluation Criteria

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

The point rated technical evaluation criteria are described in Annex "C " - Technical Evaluation Criteria

### **1.2 Financial Evaluation**

SACC Manual Clause A0220T (2007/05/25), Evaluation of Price

The Evaluated Cost/total bid price will be the total estimated cost detailed at Annex B - Basis of Payment.

**In the case of error in the extension of prices, the unit price will govern.**

**En cas d'erreur dans le calcul des prix, le prix unitaire sera retenu.**

## **2. Basis of Selection - Highest Combined Rating of Technical Merit and Price**

- 1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation; and
  - (b) meet all mandatory criteria; and
  - (c) obtain the required minimum of 42 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 60 points.

2. Bids not meeting (a), or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40% 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 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
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.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

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

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

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

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

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

1.1.1 By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the

Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names 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 will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

### 2. Additional Certifications Precedent to Contract Award and Certifications Required with the Bid

## 2.1 Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

### 2.1.1 Federal Contractors Program - Certification

#### Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a)  is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b)  is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
- (c)  is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d)  has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Web site.

### 2.1.2 Former Public Servant - Competitive Requirements

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with

Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

### Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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

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

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

### Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### 2.1.3 Status and Availability of Resources

SACC Reference	Section	Date
A3005T	Status and Availability of Resources	2010/08/16

### 2.1.4 Education and Experience

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

## 2.2 Additional Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

### 2.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

- ( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

### 2.2.2 SACC Manual clause A3050T (2010/01/11) Canadian Content Definition

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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Statement of Work

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

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

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

#### 3.1 General Conditions

2010B (2012/11/19), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Period of the Contract

The Work is to be performed during the period of 21 January 2013 to 25 January 2013.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Beth Kirkpatrick  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 1045 Main Street, Unit 108  
Moncton, New Brunswick  
E1C 1H1  
Telephone: 1-506-851-2856  
Facsimile: 1-506-851-6759  
E-Mail: beth.c.kirkpatrick@pwgsc-tpsgc.gc.ca

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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.

## 5.2 Project Authority

The Project Authority for the Contract is:

### Details will be provided in any resulting contract

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone : \_\_\_\_ \_

Facsimile: \_\_\_\_ \_

E-mail address: \_\_\_\_\_

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

## 5.3 Contractor's Representative (bidder please complete)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ \_

Facsimile: \_\_\_\_ \_

E-mail address: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment - Firm Price - Services

#### Professional Fees

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ (*insert amount at contract award*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

## 6.2 Limitation of Price

SACC Manual clause C6000C (2011/05/16) Limitation of Price

## 6.3 Method of Payment

SACC Manual clause H1000C (2008/05/12) Single Payment

## 6.4 SACC Manual Clauses

SACC Reference	Section	Date
A9117C	T1204 - Direct Request by Customer Department	2007/11/30

## 7. Invoicing Instructions

1. 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. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 8. Certifications

### 8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or 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.

### 8.2 SACC Manual Clauses

SACC Reference	Section	Date
A3025C	Proactive Disclosure of Contracts with Former Public Servants	2012/11/19
A3060C	Canadian Content Certification	2008/05/12

## 9. Applicable Laws

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

## 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) 2010B (2012/11/19), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work ;
- (d) Annex B, Basis of Payment ;
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

## 11. SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2011/05/16

## 12. Insurance Requirements

The Contractor must comply with the insurance requirements specified at 12.1. 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### 12.1 Commercial General Liability Insurance

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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)
    - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
    - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
    - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
    - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

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- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) N/A
- (o) N/A
- (p) N/A
- (q) N/A
- (r) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, 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.

Annex A – Statement of Work  
W3557-130006/B

4500-7 (11 Engr Sqn)

Nov 2012

STATEMENT OF REQUIREMENTS  
SPECIFICATION WRITING  
2013 TRAINING COURSE

1. INTRODUCTION

- 1.1. Department of National Defense (DND), 1 Engineer Support Unit (1 ESU), Moncton New Brunswick, requires training for contract specification writing and comprehension; and
- 1.2. Course expectations are for five (5) days of training with emphasis on topics defined in section 4.

2. BACKGROUND

- 2.1. 1 ESU personnel are responsible for developing statement of requirements and contracting documents related to engineering projects at home and abroad. The Project Officers and technicians are lacking training on specifications writing which can lead to incomplete or inaccurate contracting documents.

3. OBJECTIVE

- 3.1. The objective of this training is to provide 1 ESU Project Officers and technicians with a thorough understanding and appreciation for the specification writing standards and contracting obligations regarding specifications.

4. SCOPE OF WORK

- 4.1. The scope of training is to include:
  - 4.1.1. Theory and practical exercises on specifications writing, both using the master specifications and the short forms; and
  - 4.1.2. Special emphasis on, but not limited to, the following topics:
    - 4.1.2.1. Regulatory Requirements;
    - 4.1.2.2. National Master Specifications;
    - 4.1.2.3. Specification Production;

Annex A – Statement of Work  
W3557-130006/B

- 4.1.2.4. Information Storage and Retrieval;
- 4.1.2.5. Short form specifications and checklists;
- 4.1.2.6. Preliminary project description and outline specifications;
- 4.1.2.7. Contract documents and contractual issues;
- 4.1.2.8. Selecting Building materials;
- 4.1.2.9. Bidding and Procurement documentations; and
- 4.1.2.10. Bid Evaluations;

4.1.3. General discussion on the following topics:

- 4.1.3.1. Proprietary specifications and substitutions;
- 4.1.3.2. National Master Specification Division 00 01;
- 4.1.3.3. Performance requirements and Life Cycle activities; and
- 4.1.3.4. Relationship and coordination of the general and technical sections.

5. SERVICES REQUIRED

- 5.1. Theoretical knowledge and hands-on practical exercises must be provided to teach the theory listed in Para 4.

6. DELIVERABLES

- 6.1. All participants are to receive a comprehensive student binder;
- 6.2. All participants are to receive any course material developed by the instructor, including an electronic copy of presentations and notes;
- 6.3. All participants are to be evaluated and issued a certificate of participation
- 6.4. Number of attendees to be limited to the following:
  - 6.4.1. 40 personnel; and
- 6.5. Contractor is to supply all required course material.

Annex A – Statement of Work  
W3557-130006/B

7. CONSTRAINTS

- 7.1. Training shall be delivered between the hours of 0800 and 1600 hours daily (8 am to 4 pm) Training must be conducted during the five day timeframe of 11 Mar 13 to 15 Mar 13. A lunch break is to be incorporated into the training schedule (min 30 mins, max 60 mins).

8. LANGUAGE OF INSTRUCTION

- 8.1. Language of Instruction (LOI) - English.

9. TRAVEL REQUIREMENTS

- 9.1. Travel will be required of the Instructional staff to and from the place of training (1 Engineer Support Unit location in Moncton, New Brunswick). Instructors are responsible for their own travel requirements.

10. GOVERNMENT FURNISHED EQUIPMENT/INFORMATION

- 10.1. 1 ESU will provide a training classroom equipped with presentation delivery capabilities. The delivery system is capable of utilizing a wide variety of electronic format however, for compatibility simplicity it is advised to utilize either MS Office Suite or Portable Document Format (pdf);
- 10.2. The instructor will be permitted to use his own computer with the projector located in the classroom. There will however be no internet connection; and
- 10.3. All seating requirements will be furnished. Students will be responsible for note taking materials.

11. LOCATION OF WORK

- 11.1. The training is to be carried out at the following location (civic address):

1 Engineer Support Unit  
299 Park Street, Building 47  
Moncton, New Brunswick  
E1C-2B7

- 11.2. Mailing Address:  
1 Engineer Support Unit  
PO Box 6100 Stn LCD 1  
Moncton, New Brunswick  
E1C-9L4

Annex "B"  
Basis of Payment

You will be paid your costs reasonably and properly incurred for the performance of the work as follows;

Deliverables		
1	Cost for teaching	All-inclusive fee \$ _____
2	Cost for the teaching material	\$ _____
3	Cost for travel and accommodations	\$ _____
	Total Estimated Cost (Sum of all prices)	\$ _____

**GST/HST is extra if applicable**

## Annex C – TECHNICAL EVALUATION CRITERIA

### Specifications Writing 2013 Training Course

1. Listing experience without providing any supporting data to describe where, how, and when such experience was obtained will result in the experience not being included for the evaluation purposes;
2. All experience is to be strictly work-related unless otherwise indicated. Time spent during education and/or training does not count, unless otherwise indicated;
3. In order to facilitate the evaluation of the proposals, it is recommended that bidders address, in their proposal, the mandatory and point rated criteria in the order in which they appear below, using the outline below;
4. It is imperative that the proposal addresses each of these criteria to demonstrate that the requirements are met.

### Mandatory Evaluation Criteria

1. Proposals **MUST** meet all of the following mandatory requirements. Proposals must be supported by proper and adequate detail, particularly where a mandatory item requires supporting evidence. Those not meeting all of these mandatory requirements will be given no further consideration.
2. The mandatory evaluation criteria are:

**ATTENTION BIDDERS: WRITE THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL WHICH ADDRESSES THE ISSUE BESIDE THE CRITERIA BELOW.**

	Cross Reference to Proposal (page #)	FOR EVALUATION PURPOSES	
		Met/ Not Met	Comments
M1. Qualifications: The bidder must demonstrate the qualification of the instructor as a registered specification writer.			
M2. Experience: The bidder shall demonstrate in writing in the proposal how they have experience teaching construction specification writing. The instructor is to provide a list of the courses taught in the last five years and provide at least three references.			

## Annex C – TECHNICAL EVALUATION CRITERIA

### Point-Rated Evaluation Criteria

1. In addition to meeting all of the mandatory requirements, the proposal will be evaluated and scored in accordance with specific evaluation criteria as detailed in this section.
2. When citing past projects as examples, details should be including information such as:
  - a. Project descriptions and overview of deliverables;
  - b. Start and end time (month / year) of the project and specify actual time period (months, years) (if applicable) spent on the project;
  - c. Role and responsibilities of your company within the project, including a description of the services provided to the client and type of deliverables; and
  - d. Identify the client organization (provide references). Include the client contact name for which the work was directly performed and contact information. Note that contact information for any reference cited should include contact name, title and current telephone number.
3. Personnel resumes used within the context of the proposal should provide detail regarding the qualifications, relevant experience, and expertise of the proposed team member(s), including a summary/description of their past projects. Note that contact information for any reference cited should include contact name, title, and current e-mail address and telephone number.
4. Note that in support of paragraphs 2 and 3 above, the evaluation team reserves the right to contact any reference provided.
5. The point-rated evaluation criteria are:

**ATTENTION BIDDERS: WRITE THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL WHICH ADDRESSES THE ISSUE BESIDE THE CRITERIA BELOW.**

**Annex C – TECHNICAL EVALUATION CRITERIA**

CRITERIA	Cross Reference to Proposal (page #)	FOR EVALUATION PURPOSES	
		Score	Comments
<p>T1. The organization providing training shall demonstrate experience providing training on Specification Writing with special emphasis on Contract Documents, Master Specifications and short form specifications. Experience will be qualified by the number of years and the relevance of the training the organization has been delivering the requested training for Specifications Writing.</p> <ul style="list-style-type: none"> <li>&lt; 1 year = 0 Points;</li> <li>≥ 1 year but &lt; 3 years = 1 points;</li> <li>≥ 3 years but &lt; 5 years = 3 points;</li> <li>≥ 5 years but &lt; 7 years = 5 points;</li> <li>≥ 7 years but &lt; 10 years = 8 points; and</li> <li>≥ 10 years = 12 points.</li> </ul>			
<p>T2. The instructor shall demonstrate experience teaching specification writing, contract documentation writing, which include bidding and procurement documentation and construction specifications. Points for the number of years the instructor has been delivering the training specified above will be assigned as follow:</p> <ul style="list-style-type: none"> <li>&lt; 1 year = 0 Points;</li> <li>≥ 1 year but &lt; 3 years = 4 points;</li> <li>≥ 3 years but &lt; 5 years = 7 points;</li> <li>≥ 5 years but &lt; 7 years = 10 points;</li> <li>≥ 7 years but &lt; 10 years = 14 points; and</li> <li>≥ 10 years = 18 points.</li> </ul>			

**Annex C – TECHNICAL EVALUATION CRITERIA**

<p>T3. The organization providing training shall demonstrate in its proposed training plan the incorporation of principle of theory and practical exercises to demonstrate the importance of specification writing within a contract document. A proposed training plan must be provided. Points for course methodology will be awarded based on the following from the proposed training plan included in the proposal:</p>		
<p>A structured lesson plan addressing the scope of training described in Annex A - Statement of Work at article 4. Scope of Work will be scored as per the table below:</p>		
<p><u>Score</u></p>	<p><u>Definition</u></p>	
<p>30</p>	<p>Comprehensive and complete lesson plan; meets all requirements</p>	
<p>30-26</p>	<p>Lesson plan is well structured and meets the large majority of the requirements</p>	
<p>25-16</p>	<p>Lesson plan is well structured and meets most of the requirements</p>	
<p>15-10</p>	<p>Lesson plan is weak but meets most requirements</p>	
<p>9-6</p>	<p>Lesson plan is structured but meets a minority of the requirements</p>	
<p>5-1</p>	<p>Lesson plan not structured and inconsistent with requirements</p>	
<p>0</p>	<p>Lesson plan not submitted</p>	

**Basis of Selection:**

**Basis of Selection - Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation; and
  - (b) meet all mandatory criteria; and
  - (c) obtain the required minimum of 42 points overall for the technical evaluation criteria which are subject to point rating.

## Annex C – TECHNICAL EVALUATION CRITERIA

The rating is performed on a scale of 60 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 60% for the technical merit and 40 % 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 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
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.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

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

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