

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Pacific Region
401 - 1230 Government Street
Victoria, B.C.
V8W 3X4
Bid Fax: (250) 363-3344

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

Title - Sujet SHIP SAFETY MANAGEMENT TRAINING	
Solicitation No. - N° de l'invitation W2B03-140002/A	Date 2013-11-07
Client Reference No. - N° de référence du client W2B03-140002	
GETS Reference No. - N° de référence de SEAG PW-\$VIC-249-6362	
File No. - N° de dossier VIC-3-36031 (249)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-11-27	Time Zone Fuseau horaire Pacific Standard Time PST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Cress, Christine	Buyer Id - Id de l'acheteur vic249
Telephone No. - N° de téléphone (250) 363-8442 ()	FAX No. - N° de FAX (250) 363-0395
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: SEE HEREIN	

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

Public Works and Government Services Canada - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

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

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PART 1 - GENERAL INFORMATION**1. Security Requirement**

There is no security requirement associated with this bid solicitation.

2. Statement of Work

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

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days 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 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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than fifteen (15) 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 British Columbia.

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.

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.

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 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. For the purpose of evaluating your proposal, representatives of the Crown may interview key personnel to assess their technical abilities and to determine if they would be adequate for the proper performance of the proposed contract. You agree to make your key personnel available for this purpose.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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Section III: Certifications

Bidders must submit the certifications required under Part 5.

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.
- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Failure to meet any of the following mandatory criteria at bid closing will render your submission non-responsive and it will be given no further consideration.

- 1) The Bidder must provide documentation that their course is accredited with a Professional and/or Defense group such as the Royal Institute of Naval Architects (RINA), Institute of Marine Engineering, Science and Technology (IMarEST), the UK MOD (Defense Maritime Regulator [DMR]/Ship Safety Management Office [SSMO]) or equivalent accreditation.

Please indicate compliance **yes** _____

- 2) The Bidder must certify compliance to the provision of all requirements identified in Appendix 1 to Annex A, Minimum Course Requirements by signing below. Upon request, bidders must submit the course outline to be used. If requested, training material and sample examinations will be evaluated to ensure that all teaching points required are met or exceeded. The course outline, training material and sample examinations if requested, must be submitted on CD with files in either PDF or DOC format. It is requested that the files be read-only. It is the responsibility of the Bidder to ensure that the correct information is included on the CD and that the CD works. PWGSC reserves the right to distribute the information contained on the CD to the evaluation team for evaluation purposes.

The Bidder certifies that their training course meets or exceeds, as a minimum, all requirements identified in Appendix 1 to Annex A.

Signature of Authorized Representative

Date

- 3) Bidders must provide the names of individuals proposed to teach the courses. Individuals proposed must be Qualified Persons under NATO's ANEP 77. That is, in respect of a specified duty, a person who, because of his/her knowledge, training and experience is qualified to perform that duty safely and properly. Résumés may be requested.

Please indicate compliance yes _____

1.1.2 Point Rated Technical Criteria:

1	<p>The Bidder organization is actively in the business of providing ship safety training or risk management training in the marine environment, and has provided documentation:</p> <p>(a) Client reference(s) (i.e. contact names, phone numbers, etc.);</p> <p>(b) Time frame, and number of students participated in the courses referenced.</p>	<p>Documented experience must be within the past 36 months as of the Solicitation closing date. One points for each month or partial month of experience, up to a total of 30 points.</p>
2	<p>The Bidder must demonstrate that each resource, the trainer to be provided, is experienced in providing ship safety related training, or risk management training in the marine environment:</p> <p>a) Client reference(s) (i.e. contact names, phone numbers, etc.);</p> <p>(b) Name and description of the courses provided, time frame, and number of students in the courses.</p>	<p>One point for each day or partial day of experience, up to a total of 30 points.</p>
3	<p>Positive feedback from experiences referenced above, in the form of a client's evaluation, assessment report, or a reference letter/email.</p> <p>To be considered, each reference document must include current information regarding contact names, phone numbers, etc. of the reference.</p>	<p>One points for each reference, up to a total of 10 points.</p>
4	<p>The Bidder must demonstrate in either the course outline or a description of the course content, how they will cover the required course content.</p>	<p>Course Content Criteria in SOW</p> <p>4 a. Max one point 4 b. Max one point 4 c. Max one point 4 d. Max one point 4 e. Max one point 4 f. Max two points 4 g. Max two points 4 h. Max two points 4 i. Max two points 4 j. Max two points 4 k. Max two points 4 l. Max one point 4 m. Max one point</p> <p>up to a total of 19 points.</p>
Total Score (maximum points 89)		

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1.2 Financial Evaluation:

1.2.1 The evaluated price of a bid will be determined in accordance with the Basis of Payment detailed in Annex B.

1.2.2 SACC Manual Clause A0222T Evaluation of Price (2013-04-25)

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

For the purpose of Contractor selection, a "best value" criteria will be employed (a combination of technical merit 70% and price 30%), rather than selection based on technical merit or price only.

1) To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation;
- b) meet all MANDATORY technical evaluation criteria in Appendix 1 to Annex "A";
- c) obtain the required minimum of 140 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of zero (0) up to 200 points.

Bids not meeting (a) or (b) or (c) will be declared non responsive.

2) The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

3) To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70% .

4) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30% .

5) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

6) 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.

7) The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available technical points equals 135 and the lowest evaluated price is \$45,000 (45).

EXAMPLE Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

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

Where: * Represents the highest technical score ** Represents the lowest bid

Assumption : Three compliant (responsive) bids have been received. The maximum technical score that can be obtained is 135 points. The Highest technical score and lowest price proposal received full rated percentage and other proposals are pro-rated accordingly. The winner is the Bidder scoring the Highest Total Points as a result of applying the Best Value Calculations to the technical bid and the bid price, respectively. Based on the above calculations, a contract would be awarded to Bidder 1.***

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation 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 also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award:**1.1 Code of Conduct and Certifications - Related documentation**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

2. **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 **Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

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 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.

2.2 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.

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2.2.1 SACC Manual Clause A3050T Canadian Content Definition (2010-01-11)

2.3 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.

2.4 Price Certification

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

2.5 Education and Experience

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

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

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

2010C (2013-06-27), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

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3.2 Supplemental General Conditions

4007 Canada to Own Intellectual Property Rights in Foreground Information (2010-08-16), apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before 31 March 2014.

4.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option within twelve (12) months after contract award by sending a written notice to the Contractor.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Christine Cress
Public Works and Government Services Canada
Acquisitions, Pacific Region
401 - 1230 Government St
Victoria, BC Canada
V8W 3X4
Telephone: 250-363-8442
Facsimile: 250-363-0395
E-mail address: christine.cress@pwgsc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is: (to be determined 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.

5.3 Contractor's Representative (Fill in as applicable)

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone : _____
 Cellular: _____
 Facsimile: _____
 E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment**7.1 Basis of Payment - Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ as per Annex B (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

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

7.2 Multiple Payments

SACC Manual clause H1001C Multiple Payments (2008-05-12)

7.3 SACC Manual Clauses

A9117C	T1204 - Direct Request by Customer Department	(2007-11-30)
C0710C	Time and Contract Price Verification	2007-11-30
C2000C	Taxes - Foreign-based Contractor	(2007-11-30)
C2604C	Customs Duties, Excise Taxes and Applicable Taxes - Non-resident	
	(2013-04-25)	

8. 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;

- b. a copy of any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.
- 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.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

9. Certifications

9.1 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 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.

10. Applicable Laws

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

11. Priority of Documents

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

- a. the Articles of Agreement;
- b. the supplemental general conditions 4007 Canada to Own Intellectual Property Rights in Foreground Information (2010-08-16);
- c. the general conditions 2010C (2013-06-27), General Conditions - Services (Medium Complexity);
- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;
- f. the Contractor's bid dated _____ .

12. SACC Manual Clauses

A2001C	Foreign Nationals (Foreign Contractor)	2006-06-16
A7017C	Replacement of Specific Individuals	2008-05-12
A9062C	Canadian Forces Site Regulations	2011-05-16
B9028C	Access to Facilities and Equipment	2007-05-25

Solicitation No. - N° de l'invitation

W2B03-140002/A

Amd. No. - N° de la modif.

File No. - N° du dossier

VIC-3-36031

Buyer ID - Id de l'acheteur

vic249

CCC No./N° CCC - FMS No/ N° VME

W2B03-140002

13. Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

ANNEX A - STATEMENT OF WORK

SHIP SAFETY MANAGEMENT TRAINING

Background

1. Canada is a member of the International Naval Safety Association, which sponsors the development and promulgation of the Naval Ship Code as NATO's ANEP 77. The Naval Ship Code serves as the military parallel for SOLAS and forms the basis for DND's self-regulation of ships and auxiliaries. The framework for Naval Materiel Regulation closely follows the civil approach for shipping so that DND may leverage off the expertise developed and used in the commercial sector. Naval Materiel Regulation and its associated safety certification demonstrate DND's commitment to safe operation of ships and auxiliaries.
2. Military operations are inherently complex, dynamic, dangerous and involve the acceptance of risk. Leaders have always practiced risk management in military decision-making; however, the approach to risk management and degree of success vary widely depending on the leader's level of training and experience.
3. A thorough understanding of risk and the principles of risk-based decision-making is the key to making regulation work and ensuring that military systems achieve a satisfactory level of safety and performance. Minimizing risk is the responsibility of everyone in the Chain of Command - from the highest commander, to subordinate commanders, to each individual service member. Commanders and their staff employ risk management by embedding the risk management process into operations, culture, organization, systems and individual behaviours.
4. The coastal authority for managing technical risks resides with the Formation Technical Authority (FTA). As the coastal authority, FTA routinely provides guidance to individual units and operational commanders of technical risk as well as clarification of policy. For submarines, FTA manages the materiel portion of the submarine operational licenses IAW SUBSAFE Policy. For surface ships, and FTA coordinates and manages technical risk IAW Naval Materiel Assurance (NMA) policy and Naval Materiel Management System (NaMMS).
5. As FTA manages technical risk on a daily basis, it is necessary for the members of FTA, along with the Subject Matter Experts (SMEs) that directly support FTA, are well versed with current risk management techniques, terminology and processes. Without continued training on risk/safety management techniques, the interoperability within the formation will be degraded which can lead to situations where the Chain of Command is not properly advised due to lack of experience of the staff conducting the risk assessments or differing use of terminology.

Objective

7. The training objective is to deliver two Vessel Safety Management (VSM) Courses where one has a focus on the surface ship environment and the other on the submarine environment. The goal is that students will be able to understand the terms of risk and safety management and will be able to correctly apply this knowledge when conducting risk assessments or participating in risk assessment activities.

Scope

8. The scope for all courses must include the following, at a minimum:
- a. The course must be delivered on site at:
CFB Esquimalt
Major Equipment Section
Bldg 1127
Work Point Barracks
Victoria, BC V9A 7N2
Canada
 - b. The duration of the course shall be no longer than 5 days.
 - c. The course material must be in English. The course material must be presented in English.
 - d. Each course shall accommodate up to 16 students.
 - e. The Contractor(s) must provide hardcopies of the course material to the students prior to the start of the course. The course material with either be bound or contained in a binder. The course material will be organized with tabs or page numbers in order to facilitate easy navigation. And a glossary of the terms used in the course will be provided.
 - f. The Contractor(s) must administer a written final test, and may administer performance checks throughout the course.
 - g. The Contractor(s) must have an established criterion for determining whether a student has achieved the objectives of the course.
 - h. The Contractor(s) delivering the course must have delivered an accredited risk management/safety management course in the past.
 - i. The course must be accredited with a Professional and/or Defense group such as the Royal Institute of Naval Architects (RINA), Institute of Marine Engineering, Science and Technology (IMarEST), the UK MOD (Defense Maritime Regulator [DMR]/Ship Safety Management Office [SSMO]) or equivalent accreditation.
 - j. The Contractor(s) must be available after the formal day's lectures and activities in order to provide more informal discussions on the day's topics; be available for continued discussions of the class material and provide assistance to students for the qualifying assessments up until 2100.
 - k. The Contractor(s) must award certification to students who achieve the objective of the course.

Course Content

9. The content for all courses shall include the following requirements, at a minimum:
- a. Pull pertinent information from DND Risk management and Safety Management policies as well as National and International regulations to introduce to the students and use throughout this course.

- b. Describe well-established definitions involve in Risk management and Ship safety management.
- c. Provide and present real-world examples to reinforce the definitions and concepts.
- d. Describe the As Low As Reasonably Practicable (ALARP) concept.
- e. Describe risk matrices and risk ranking. Using DND's Risk Matrix and definitions, reinforce the terms throughout the course in examples and activities.
- f. Describe and provide an activity that will help the student to identify hazards and practise a logical, systematic approach to identifying hazards such as a Structured What-if Technique (SWIFT), FMEA, or HAZOP
- g. Describe and provide an activity that will help the student understand how to find probabilities/likelihoods of events occurring.
- h. Describe and provide an activity that will help the student understand how to conduct Fault Tree Analysis (FTA).
- i. Describe and provide an activity that will help the student understand how to conduct Event Tree Analysis (ETA).
- j. Describe and provide an activity that will help the student to conduct a Risk Assessment. The Risk Assessment approaches that will be presented must follow a logical and systematic method. One of the Risk Assessment approaches will be either a general approach or one that is utilized in a different organization and the other Risk Assessment approach will be the Risk Assessment approached used by the Canadian Navy, appropriate to the course that is being taught which is either the Submarine focused or the Surface Fleet focused course.
- k. Describe and provide examples of different Risk Control methods. Present how to evaluate and select the appropriate Risk Response.
- l. Provide any other lectures or activities which will help the student understand Safety Management/Risk management.
- m. Provide an exam that covers the course content which will determine whether the students understood the contents of the course.

Constraints

10. The dates for the courses must be determined based on student availability. The Contractor(s) must be able to conduct the course(s) with no more than 4 weeks notice.

Client Support

11. The course will be conducted as a residential course.

DND will provide the facilities and computers required to conduct the course. The facilities are a main lecture hall for all students (accommodates 16 students plus the Contractor(s)), and activity rooms for smaller group work if required (accommodates 8 students plus the Contractor(s)).

12. Accommodation for the instructors will be on DND property which is suitable for overnight accommodations. The accommodation is hotel-style, the same as what is provided for out-of-town officers working on the Base temporarily. Meals can be purchased by the Contractor from the cafeteria (Officers' Mess). Contractors are to consider this in their bid. Contractors will not be reimbursed for any travel and living expenses, even if they choose to stay in commercial accommodation instead.

Security

13. There is no security requirement for this contract.

14. The Contractor will be escorted at all times and will not have access to designated or classified information or equipment.

15. All electronic course material (instructor) will be burned to a DVD for use in DND computers. This data must be compatible with Microsoft Windows software.

Mandatory Technical Criteria

- 1) The Bidder must provide documentation that their course is accredited with a Professional and/or Defense group such as the Royal Institute of Naval Architects (RINA), Institute of Marine Engineering, Science and Technology (IMarEST), the UK MOD (Defense Maritime Regulator [DMR]/Ship Safety Management Office [SSMO]) or equivalent accreditation.
- 2) The Bidder must certify compliance to the provision of all requirements identified in Annex A by signing below. Upon request, bidders must submit the course outline to be used. If requested, training material and sample examinations will be evaluated to ensure that all teaching points required are met or exceeded. The course outline, training material and sample examinations if requested, must be submitted on CD with files in either PDF or DOC format. It is requested that the files be read-only. It is the responsibility of the Bidder to ensure that the correct information is included on the CD and that the CD works. PWGSC reserves the right to distribute the information contained on the CD to the evaluation team for evaluation purposes.
- 3) Bidders must provide the names of individuals proposed to teach the courses. Individuals proposed must be Qualified Persons under NATO's ANEP 77. That is, in respect of a specified duty, a person who, because of his/her knowledge, training and experience is qualified to perform that duty safely and properly. Résumés may be requested.

ANNEX B - BASIS PAYMENT

- The firm all-inclusive quoted price per course, specified herein must include any of the following expenses required to perform the Work:
 - a. any travel expenses for travel between the Contractor's place of business and CFB Esquimalt, Victoria, British Columbia (not otherwise provided by DND as detailed in Annex A);
 - b. any costs to ship training material not otherwise provided by DND.
 - c. any costs for labour, materials, equipment (not otherwise provided by DND), tools, and supervision required to do the Work.
 - d. No other charges will be allowed. Any such costs must be incorporated into the firm all-inclusive quoted price.
- The rates specified herein are for the maximum number of students per class, as indicated in Annex A.
- GST is not to be included in the unit prices but will be added as a separate item to any invoice issued against a Contract.

Item	Description	Est. # of courses [A]	All-inclusive Firm Lot Price, per Course [B]	Total [A x B]
1	Vessel Safety Management (VSM) Courses with a focus on the surface ship environment, conforming to Annex A.	1 Lot		
2	Vessel Safety Management (VSM) Courses with a focus on the submarine environment, conforming to Annex A.	1 Lot		
EVALUATED PRICE (1 + 2) (GST/HST excluded:)				