

REQUEST FOR PROPOSAL

RETURN BIDS TO:
Environment Canada
Procurement and Contracting
867 Lakeshore Road
P.O. Box 5050
Burlington, Ontario
L7R 4A6

Title: OHS Training – Open Water

Date: 15 November 2013

Request For Proposal No: K3D35-13-1271

Solicitation Closes

At: 14:00:00 HRS. EST

On: 30 December 2013

Address Enquiries To: Claire Cosentino

Telephone No: (905) 336-4992

Facsimile No: (905) 336-8907

E-Mail: claire.cosentino@ec.gc.ca

CONTRACTOR NAME & ADDRESS

(Print or type complete legal entity)

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.....
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.....
.....

Telephone No:

Facsimile No:

I (We), the undersigned, hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Environment, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services and/or supplies listed herein and on any attached sheets at the price(s) set out therefor.

.....
Name and title of person authorized to sign on behalf of vendor (type or print).

.....
Signature

.....
Date

SECTION 1 PROPOSAL INSTRUCTIONS

1. RECEIPT

The specified office will receive the sealed proposals or revisions up until the time and date specified on page 1 of the Request For Proposal.

2. UNACCEPTABLE

Proposals received after the proposal closing time will not be considered.

Faxed proposals will not be accepted.

Proposals **NOT** submitted with a duly completed Financial Proposal (Offer of Service) form in the format specified by the Department will not be accepted.

Incomplete proposals will be considered non-responsive and rejected, and will not be evaluated further.

Any Financial Proposal (Offer of Service) that exceeds the stated ceiling or maximum price, if any, shall be considered non-responsive and rejected.

Proposals not signed on page 1 of the Request For Proposal document shall be considered non-responsive and rejected.

3. ACCEPTANCE

The Department will not necessarily accept the lowest priced or any of the proposals submitted.

4. COMPLETION

The Request For Proposal document must be completed, **in duplicate**, and submitted in the format presented by the Department

Proposals must include the following:

- a) an indication of an understanding of the objectives and responsibilities, a methodology and a time schedule as it relates to the requirements;
- b) a Corporate resume indicating relevant experience, the proposed personnel for the work team including their curriculum vitae;
- c) a list, if applicable, of subcontractor(s) including full names and address, portion(s) of work to be subcontracted and relevant firm experience.

Proposals which do not contain the above-mentioned documentation or deviate from the prescribed costing format shall be considered incomplete and non-responsive and shall be rejected.

It is the bidder's responsibility to ensure his/her complete understanding of the requirements and instructions specified by the Department. In the event clarification is necessary, bidders are advised to contact the Contracting Authority prior to making their submissions.

5. REFERENCE

If your proposal is of \$200,000 or more and your organization employs 100 or more permanent full-time or permanent part-time employees, it is mandatory that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or your proposal will not be considered.

The Department of Environment reserves the right, before awarding the Contract, to require the Contractor to submit such evidence of qualifications as it may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the contractor.

6. ENQUIRIES

All enquiries regarding the solicitation must be submitted in writing to the Contracting Authority named on page 1 of this document as early as possible in the solicitation period. Enquiries must be received no less than eight (8) calendar days prior to the closing date to provide sufficient time to provide a response. Enquiries received after that time may not be able to be answered prior to the closing of date of the solicitation.

All enquiries and other communications with government officials through the solicitation period are to be directed **ONLY** to the Contracting Authority named on page 1 of the solicitation. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of your bid.

SECTION 2 FINANCIAL PROPOSAL

OFFER OF SERVICE

1. PROFESSIONAL SERVICES AND ASSOCIATED COSTS

1.1 Professional Services

The following is a breakdown for the Professional Services (show fee structure all-inclusive of profit and overhead). Overhead includes indirect costs such as liability insurance and days not worked due to statutory, sick, vacation and self-development days.

For the period 01 February 2014 – 31 December 2014 – Not to exceed \$95,000.00

<u>Cost Per Participant</u>	<u>Group Size</u>
\$.....	8 Participants or Less
\$.....	9 - 12 Participants
\$.....	13 - 16 Participants

Option Year One: 01 January 2015 – 31 December 2015 – Not to exceed \$95,000.00

<u>Cost Per Participant</u>	<u>Group Size</u>
\$.....	8 Participants or Less
\$.....	9 - 12 Participants
\$.....	13 - 16 Participants

Option Year Two: 01 January 2016 – 31 December 2016 – Not to exceed \$95,000.00

Cost Per Participant

Group Size

\$.....

8 Participants or Less

\$.....

9 - 12 Participants

\$.....

13 - 16 Participants

1.2 Associated Costs

Breakdown of associated costs not included in professional service fees, such as courier, long distance calls, reproduction, etc., if applicable, is as follows:

Total estimated associated costs: \$ _____

1.3 Travel Expenses

Reimbursable at cost in accordance with the attached Treasury Board Travel Directive that is in effect at the time of travel (refer to Appendix A for current rates) and supported by receipts, vouchers, or other appropriate documents, to a financial limitation of:

\$ _____

My/Our estimate for travel expenses is based upon the following anticipated travel requirements:

1.4 Subcontractors

List subcontractors, including all direct charges and travel and living costs which will be to the account of the subcontractor:

Total estimated subcontractors: \$ _____

**1.5 TOTAL TENDER PRICE
(Canadian Currency)**

\$

+ GST \$ _____

TOTAL \$ _____

As a general rule, federal departments obtain services free of provincial ad valorem tax.

1. The Offer of Service will remain firm for a period of thirty (30) calendar days after the tender closing date.
2. Any resultant contract is for services, and will not be an employment contract. You must make your own arrangements for Canada Pension Plan, Unemployment Insurance, Workers' Compensation, Income Tax, Liability Insurance, etc. Your daily or hourly rate should reflect those overhead costs, as well as days not worked due to statutory, sick, vacation and self-development days.

3. Payment for professional services and associated costs will be effected upon completion, and acceptance by the departmental representative, or each phase of the work, and the submission of an invoice(s) detailing the work completed and delivered to date.
4. Liability Insurance: Your attention is drawn to the Liability and Indemnification clauses in the General Conditions. It is recommended that your financial proposal include the cost of obtaining adequate contractor's Liability Insurance to protect yourself and Her Majesty from liability claims brought by third parties, and for loss and or damage to Crown property for which you may be legally liable.

Submission of Proposals – Additional Information:

The proposal must clearly identify the location of training, in respect of the list specified in the Statement of Work.

The proposal should describe in sufficient detail the technical qualifications and relevant experience of the contractor and all professional staff and sources of reference data/information, including any sub-contracted component required to meet expectations.

The proposal should include technical, cost and company expertise components which respond to the following requirements:

1. Expertise and Technical Component

- a) Ensure that its personnel and sub-contractors are operating at all times in accordance with all applicable legislation, regulations, codes and policies.
- b) Provide an overall session agenda (training schedule) that will permit the efficient but effective delivery of all specific elements required.
- c) Provide adequate learning location, facilities and equipment
 - Location:*
 - Identify the location to deliver the services, within 2 hours from the selected city airport
 - Participants may be relocated during the training for any session lasting more than 2 days. It implies that accommodation will have to be adequate and available there as well.
 - Facilities and Field Sites:*
 - Identify classrooms and workshops in relation to every Training Module, if required
 - Identify field practice sites in relation to every Training Module, if required
 - Equipment:*
 - Provide equipment required for students to safely carry out training if it is not provided by Environment Canada (See list of equipment provided to staff by Environment Canada in Appendix A)
- d) Provide and describe a contingency plan for potential training deferral in case of extreme weather or sudden illness of an instructor.
- e) Identify what each instructor will be mandated to teach and provide each instructor's recognized training documentation and certification for subjects covered by them.

- Provide documentation which demonstrates that instructors have a minimum of 2 years experience instructing the courses where their participation is identified. Indicate the number of related courses taught within that 2 years experience.
 - Provide two (2) references from organizations for which the instructor has provided relevant training to within the past 2 years.
- f) Provide learning context, create synergy between lessons covered and linkages with typical WSC work situations (for further information, refer to www.ec.gc.ca/rhc-wsc)
- g) Provide a description of the company's experience in managing and coordinating groups and activities as required by the complexity of the proposed training schedule and agenda.

SECTION 3 REQUIREMENT/ STATEMENT OF WORK

1. REQUIREMENT

The purpose of this contract is to deliver training to Environment Canada (EC) staff to meet the objectives included in Appendix A (list of modules required with their associated learning objectives). The Department intends to contract services from one company (subcontractors allowed) capable of delivering professional training services that meets the established Water Survey of Canada training module objectives for open water conditions.

2. PERIOD OF CONTRACT

The proposed contract will be from the date of contract award, estimated 01 February 2014 to 31 December 2014.

Option to Extend Contract

It is understood and agreed that the contractor grants to Environment Canada the irrevocable option to extend the term of the proposed contract for two, one year periods; 01 January 2015 to 31 December 2015 and 01 January 2016 to 31 December 2016, under the same terms and conditions. Environment Canada may exercise this option at any time by sending a notice to the contractor at least fifteen (15) calendar days prior to the contract expiry date. The contractor agrees that, during the extended period of the contract, the rates/prices will be in accordance with the provisions of the contract.

3. BASIS OF PAYMENT

Should a contract be awarded, the basis of payment will be determined using the bidder's Financial Proposal as per Section 2.

The maximum budget allocated for this project shall not exceed \$285,000.00 (HST extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit Environment Canada to pay such an amount.

4. METHOD OF PAYMENT

Payment will be made, in arrears, upon submission of a detailed invoice indicating work completed to date, and upon acceptance of the work and invoice by the Departmental Representative prior to invoice payment.

5. CONTRACTING AUTHORITY

Claire Cosentino

Contracting Officer
Procurement & Contracting
Environment Canada
Canada Centre For Inland Waters
867 Lakeshore Road
Burlington, Ontario
L7R 4A6

Telephone : (905) 336-4992
Fax: (905) 336-8907

6. **STATEMENT OF WORK**

Background:

Water Survey of Canada (WSC) is required to ensure that entry level staff recruited be trained to become “field ready” from an occupational health and safety perspective.

Scope:

Water Survey of Canada training requirements are identified in Table A. The contract will consist of work related to the delivery of the specified Occupational Health and Safety courses. The training requires theoretical and practical instruction to provide both the knowledge of key occupational health and safety concepts and a minimum experience of safe work practices in situations similar to the reality of Water Survey of Canada operations.

Objectives:

Obtain proposals from training service providers. Based on training requirements identified in Table A, Appendix A and the selection criteria identified in Table B, Environment Canada shall select:

- One training service provider who can deliver open water conditions OHS training as listed in Table A to Environment Canada staff, at a single location in Canada.

Companies contracted by Environment Canada are responsible up front for the quality of all training provided, including services provided by their sub-contractors. If services provided do not meet contract specifications, it will be the responsibility of the contracted company to ensure that proper remediation steps are taken.

Statement of Work:

Any potential provider is asked to identify a single location from among possibilities listed below where they can deliver training sessions for a period of up to 3 years.

Among other things, the location identified as their choice must allow them to provide top quality service at the most advantageous price to the Department.

For open water conditions OHS training (Table A), the location suggested to deliver the services must be within 2 hours from the following city airport:

- Edmonton
- Halifax
- Ottawa
- Quebec
- Toronto
- Vancouver

The contractor selected for the open water conditions OHS training must be able to deliver a session starting 01 May 2014.

The contractor must be willing to negotiate more than one session per year as may or may not be requested by the Department.

Table A: OHS Training Modules as per 'OHS Training at WSC'

Open Water Conditions OHS Training
Water Safety Training
<ul style="list-style-type: none"> • Swift Water Safety • Boat Operator Practical Training
Miscellaneous Training
<ul style="list-style-type: none"> • All Terrain Vehicle Safety • Chainsaw and Brush cutter Safety • Wilderness First Aid • Wildlife Awareness & Safety
Vehicle Safety Training
<ul style="list-style-type: none"> • Defensive Driving • Skid Control • Trailer Safety • Winch Safety

Delivery of training and associated costs are based on the number of trainees according to the following gradation:

- a) Minimum cost for a session, for groups of 8 or less
- b) Cost per participant, for a number of participants ranging from 9 to 12
- c) Cost per participant, for a number of participants ranging from 13 to 16

If more than 16 participants are expected, the group would be broken into two and the delivery of an extra session would be expected and negotiated accordingly.

Project Description and Deliverables:

The contractor will be required to provide Environment Canada with the following services in cooperation with and subject to the approval of the identified Environment Canada Departmental Representative. Note that if the contractor does not have all the required expertise or capability for any part of the contract, the sub-contracted elements must be clearly identified in the proposal.

At any time during the course of delivering the training, the contractor will discuss any questions or concerns directly with the Environment Canada representative as identified in the contract. The Environment Canada representative will provide the communication with the staff.

1. Course Agenda:

Environment Canada requires one copy of the suggested overall training agenda. This information will be used to evaluate whether the proposed training services are likely to meet the requirements of this contract.

The agenda presented must include:

- a) A schedule inclusive of all training identified in Table A and Appendix A
- b) A schedule duration optimal of 14 days or less and no longer than 17 days allowing for 2 travel days and working no more than 6 days in a row during the session.
- c) Location of training sessions and expected travel time from potential accommodations.
- d) Each specific course content outline.

The final training schedule will be developed by the contracted agency in cooperation with the Environment Canada identified representative. The department will commit to two meetings for discussions prior to finalization of schedule of training.

The final training schedule will be provided to the Environment Canada representative for communication to the trainees during the contract.

Note: Environment Canada trainees have a standard work day of 7.5 hours. The contractor should try to accommodate this when developing the schedule. However, the trainees could be available for additional hours should the quality of training require it and if agreed upon by both parties of the contract.



2. Training Delivery

The training session(s) will be delivered between 01 February 2014 to 31 December 2014, with the option of renewing the contract for two, one year periods for the following:

Option Year 1 – 01 January 2015 to 31 December 2015

Option Year 2 – 01 January 2016 to 31 December 2016

Training will be delivered in English.

The ratio of participants per competent trainers must be specified in the bid and should reflect good practices in the delivery of each specific course subject matter. The contractor must demonstrate that there will be adequate supervision of trainees during the training sessions identified as Open Water Training in Table A.

The contractor must ensure that equipment and field training sites required for theoretical and practical training are adequate and available.

3. Environment Canada shall provide:

- a) Vehicle transportation for trainees at the training locations.
- b) Personal Protective Equipment for trainees for these activities as identified in Appendix A.

4. Evaluation and Documentation

The contractor must ensure that appropriate certification is provided to trainees for each course.

The contractor must also provide a written evaluation of the trainees' performance against course expectations, including a description of areas where additional practice may benefit them in the future.

The contractor will track actual work hours for every day during the delivery of the training and provide the report to the Environment Canada representative after each training session is completed.

Appendix A Training Objectives

PPE's supplied by Environment Canada (details and exceptions to be included in training elements specific section)

Swift Water Safety

Participant will know dangers inherent to working in and around water, the use of safety equipment, self-rescue and rescue techniques, and emergency care in a water environment.

Enabling Objectives: Participants must be able to:

- Identify and explain hazards in and around swift water, including:
 1. Keepers (recirculation, e.g. below a low head dam)
 2. Strainers and Sweepers
 3. Entrapments
 4. Deep pools
 5. Soft bottoms
 6. Tides
 7. Waves
 8. Cold water
 9. Shock (hitting objects)
 10. Effect of swimming with loose clothing, including waders
 11. Lack of buoyancy associated with white water
- Describe accident prevention strategies, including: equipment, risk assessment, emergency planning and scene management.
- Illustrate various methods to ensure clear communication, both for prevention and with endangered people.
- Demonstrate the safe and effective use of a throw bag in still and moving water situations.
- Demonstrate ability to tie and use appropriate knots for expected and potential scenarios (i.e. use of prussic during a rope rescue)
- Demonstrate self-rescue skills, including swimming and river exit strategies in a Class II rapid.
- Demonstrate self-rescue techniques while swimming with waders in swift water.
- Demonstrate shore or boat rescue techniques to help a work partner.
- Understand risks involved while trying to rescue others and strategies that can be used to circumvent or mitigate those risks.
- Demonstrate safety and control in rescue situations.

Notes:

1. Fast water survival and rescue courses must include at least one day of field practice.
2. Trainees are required to only possess basic swimming abilities defined as the capacity to propel one's self while using a personal floatation device.

Environment Canada Input

Approved PFD
Appropriate Footwear
Appropriate Clothing
Sun glasses

Contractor Responsibilities

Wet or Dry suit and helmet for each participant

Boat Operator Practical Training

Participants will acquire the practical experience required to be comfortable while executing manoeuvres related to the conditions of deployment within work operations.

Participants will demonstrate the capacity to complete the following:

Safety/Emergency

- Filing a sail plan/itinerary;
- Pre-trip planning to include checking weather forecasts and river conditions.
- Wearing PPE;
- Location and operation of:
 - Marine Emergency First Aid kit, fire extinguisher, bailer or manual pump; and
 - Distress equipment (flashlight or 3 pyrotechnic distress signals);
- The knowledge necessary to recognize dangers, react to alarms, and deal with emergencies;
- Role of the secondary operator in an emergency situation;
- Distress signals;
- Response to fire and abandonment emergency situations;
- Procedures to respond to emergencies such as a breakdown, hull leak, capsizing, person in the water or rescuing a person fallen overboard or throwing a lifeline;
- Demonstrate skills to upright an over-turned boat
- Search and rescue resources available in inland waters;
- Marine SAR coordination system in the operational area;
- Be familiar with standard marine navigational terms; and
- Demonstrate towing another boat.

Navigation

- Navigation lights for small vessels including masthead light, sidelights and the stern light;
- The role and use of all-round navigation lights;
- System of coordinates and cartography instruments (true north and magnetic north);
- Vessel course and heading, the ability to steer the boat while anticipating external influences that may affect its direction;
- Finding position by dead reckoning;
- Plotting position by observation;
- Tides;
- GPS or radar; and
- Visibility and speed.

Operating the Vessel

- Vessel stability (warning signs, precautions, effects of movement of crew);
- How to start an outboard motor with a cord to avoid falling overboard;
- Potentially hazardous situations in the marine area;
- The hazards associated with icy conditions;
- Operating a vessel in sheltered waters under normal operating conditions including darkness and restricted visibility;
- The importance of maintaining watertight integrity;
- Controlling the vessel and allowing for drift;
- Basic knots and rigging;
- Anchoring the boat;
- The procedures for riding at anchor;
- How to properly weigh and stow the anchor;
- Basic maneuvering (how to launch, casting off and arriving at a wharf or on shore);
- Safe speed;
- Steering in a swell;
- Demonstrate how to navigate a channel marked by lateral buoys;
- Demonstrate how to navigate a waterway marked by day beacons;
- Explain fairway, bifurcation, cautionary, isolated and special purpose buoys,;
- Explain how cardinal buoys indicate the preferred passage;
- Explain the significance of scuba diving buoys and the diver's flag;
- Deadhead flag (sunk log beneath the water surface);
- Demonstrate maneuvering alongside and casting off a dock, including the vessel's turning circle;
- Explain small vessel operating procedures in bad weather;
- Changes in water conditions depending on body of water;
- Demonstrate the procedures for operating in good and reduced visibility; and
- Demonstrate the precautions when meeting head-on, and passing or overtaking another craft (collision avoidance, how to keep a proper lookout, recognition of signs, lights and shapes carried by vessels encountered in the area of operation, distress signals and actions to be taken in sight or out of sight of other vessels (i.e. in good visibility or reduced visibility)).
- Working knowledge of hull interaction with swift water boat hazards.
- Demonstrate boat man oeuvres in swift waters of class 1 or less, including but not limited to: eddying in and out; going around objects; and ferrying,

All boat operators must be able to clearly demonstrate:

- Fuelling;
- Engine maintenance and troubleshooting;
- Elementary motor fault diagnosis;
- Spark plug cleaning and replacement;
- Repair of throttle linkage;
- Dealing with a broken starter cord; and
- Troubleshooting.

Notes:

1. This content is defined by Environment Canada Small Boat Safety Program.
2. Training should be conducted in flowing water of Class 1 or less.
3. Mandatory for all new or inexperienced primary and secondary operators.
4. The training provider should have knowledge of WSC work environments.

Environment Canada Input
Appropriate Footwear
Approved PFD

Contractor Responsibilities

Wet or Dry suit and helmet for each participant
Boats – must be less than 8 meters in length
Train staff on boats similar to those used by WSC
16 ft aluminum 25 hp
14 ft zodiac c/w engine

All Terrain Vehicle (ATV) Safety

Participants can safely and efficiently operate an ATV.

Enabling Objectives: Participant must know:

- How to load and unload off-road vehicles from a trailer / truck.
- The rules and regulations for operating off-road vehicles (ATV), where applicable.
- How to fuel and load an off road vehicle.
- How to safely operate/drive an off road vehicle.
- How to transport people and equipment (hauling/pulling sleds or trailers behind ATV).
- How to maintain an off road vehicle and trouble shoot problems.
- The requirements for protective clothing (helmet, goggles, gloves, boots)
- Basic survival procedures; be aware of the dangers of hypothermia, frostbite, etc.; and emergency procedures in the event of an accident.

Notes:

1. Competency must be acquired while executing maneuvers related to the conditions of deployment within work operations.

Environment Canada Input
CSA approved helmet with face shield or goggles (well ventilated to prevent fogging up)
Protective clothing, gloves, boots

Contractor Responsibilities
ATV for each participant

Chainsaw and Brush cutter Safety

Participant can safely operate chainsaws and brush-cutters and perform basic servicing and maintenance.

Enabling Objectives: Participant must:

- Identify the different types and sizes of chainsaws and brush-cutters and their purpose.
- Identify the working parts of a chainsaw and/or brush-cutter and explain the mechanics of how they operate.
- Be aware of and be able to demonstrate the use of Personal Protective Equipment required for safe operation of the equipment.
- Be able to explain and demonstrate proper maintenance procedures.
- Demonstrate safe operating techniques, including handling, starting, carrying, grip and stance.
- Describe causes of kickback and explain how to avoid it.
- Describe how to assess a felling area, listing the various felling hazards and detailing how to safely complete the felling process.
- List and describe the different cuts involved in tree felling.
- List and describe the various notching and back cutting techniques. Explain the circumstances of use for each technique.
- Explain special felling techniques for problem sites and trees.
- Explain proper limbing and bucking procedures.

Environment Canada Input

CSA approved high visibility hard hat
Hearing protection with attenuation of at least 110 dBA
CSA approved safety glasses, goggles or face shield
CSA approved work boots
Work gloves

Contractor Responsibilities

Provide adequate number of Chainsaws and Brush cutters for training
Provide any additional personal protective equipment and clothing required

Wilderness First Aid

Participant will be able to provide effective first aid to self and fellow employees under remote conditions.

Enabling Objectives: Candidates must demonstrate by written examination and realistic scenarios that they can use sound first aid principles under the following conditions:

More than 2 hours from medical aid (assuming that medical assistance will arrive in 24 hours).

Have to deal with one adult casualty

-
- Have to deal with worst case scenarios, including but not limited to:
 1. Traumatic injury
 2. Shock
 3. Hypothermia
 4. Medical conditions
 - Adverse weather conditions with non-standard or limited equipment.
 - Communication protocols at WSC (“Call in” procedures, simulation of their use, levels of response to emergencies, etc.)

Notes:

1. The Learning Objectives stated above are based on the Canada Occupational Health and Safety Regulations, Part XVI –First Aid.

Contractor Responsibilities

Materials required for practical training e.g. bandages, splints, etc

Wildlife Awareness and Safety

Participant will be able to identify wildlife dangers, and apply necessary safety precautions.

Enabling Objectives: Participants must be able to:

- Identify potentially dangerous animals, plants, and insects which may be encountered within Canada.
- Identify habitat types in which the various species are most likely to be encountered.
- Describe situations which may lead to an encounter (e.g. feeding grounds, den site, etc.)
- Discuss techniques to minimize wildlife encounters.
- Describe what to do in the event of an encounter.
- Describe wildlife behavior which may alert you of potential danger (e.g. hunger, bears with cubs, rutting Elk, nesting birds, injured animals).
- Discuss the various diseases and reactions which may be contracted (e.g. rabies, Lyme disease, Hantavirus, West Nile Virus, allergies, rash). Describe sources of contact, the symptoms of each, and treatment required.
- Describe various deterrent and protective equipment, and how and when to use it (e.g. bear bangers, insect repellent, etc).

Defensive Driving

Participant will be knowledgeable in the factors affecting safe vehicle operation, including: the law, the driver, the vehicle, the operating environment and basic accident prevention techniques.

Enabling Objectives: Participant must:

- Know the rules and regulations that apply to personal vehicle operation.

- Know human elements which affect one's ability to drive safely, including attitude, emotional state, physical well-being, and knowledge.
- Know the importance of conducting a vehicle inspection and what to look for.
- Know the factors that affect steering, stopping and handling.
- Be aware of the operating environment, including: inside the vehicle, road surface conditions, other drivers, and traffic and weather conditions.
- Know basic accident prevention techniques, including: use of mirrors, signs and signals, passing, intersection procedures, expressway driving, and backing procedures.

Contractor Responsibilities

Provide adequate number of vehicles for training

Skid Control

Participant will be knowledgeable in techniques for driving and controlling a vehicle under adverse driving conditions.

Enabling Objectives: Candidates must demonstrate general industry accepted standards through written examination and practical driving scenarios for the following:

- Vehicle preparation and driver maintenance
- Winter and wet driving basics
- Ergonomics (includes but not limited to - seating, steering, and visibility)
- Traction for all road conditions
- Braking including the following:
 1. Four wheel lock-up
 2. No wheel lock-up
 3. Pumping pedal
 4. ABS
 5. Snow bank braking
- Skid control with emphasis on:
 1. Front wheel skid
 2. Rear wheel skid
 3. Skid control
 4. Steering during skidding
- Cornering techniques
- Slalom
- Accident avoidance

Contractor Responsibilities

Provide adequate number of vehicles for training

Trailer Safety

Participant will be knowledgeable in techniques for driving and controlling a vehicle towing a trailer.

Enabling Objectives: Candidates must demonstrate general industry accepted standards of driving through written examination and practical driving scenarios for the following:

- Vehicle and trailer preparation and maintenance
- Traction for all road conditions
- Regular inspection of tires and rigging
- Hitching up trailer including:
 - a. Proper ball size and height
 - b. Connecting safety chains and signal lights
 - c. Load distribution and securing the load
 - d. General inspection
- Driving and maneuvering with a load in tow:
 - a. Backing up a trailer
 - b. Cornering techniques
 - c. Slalom
 - d. Accident avoidance
 - e. Hand signals
- Braking with a load in tow including the following:
 - a. Four wheel lock-up
 - b. No wheel lock-up
 - c. Pumping pedal
 - d. ABS
 - e. Snow bank braking
 - f. Controlling trailer sway
 - g. Increased stopping distance
 - h. Increased passing distance
 - i. Changes in handling characteristics
- Skid control with a load in tow with emphasis on:
 - a. Front wheel skid
 - b. Rear wheel skid
 - c. Steering during skidding
- Winter and wet driving basics

Contractor Responsibilities

Provide adequate number of vehicles and trailers for training

Winch Safety

Participant will be knowledgeable in safe and efficient operation of various winching devices.

Enabling Objectives: Participants must be able to:

- Understand winch load capacity
- Understand inherent dangers from possible breakage of lines and backlash
- Know the safe zones around winches and winched objects

- Secure/anchor winch
- Properly connect/tying or otherwise securing winch cable to objects
- Properly winching of objects such as vehicles, equipment and personnel
- Apply proper braking action

Notes:

1. Equipment covered are winches fixed to vehicles, boats, ATV's and portable winches as well as come-a-longs, jacks and pulleys.

Contractor Responsibilities:

Provide adequate number of vehicles with winches for training

7. EVALUATION OF BIDS

Environment Canada will evaluate the bids received based on the following factors:

- a) compliance with the terms and conditions of this solicitation;
- b) assessment of all deliverables including technical solicitation;
- c) other criteria (i.e. delivery date, price for a technically compliant proposal).

7.1 Evaluation Criteria

Proposals meeting the mandatory requirements will be evaluated in accordance with the following criteria. Bidders are advised to address these criteria in sufficient depth in their proposals.

Mandatory Criteria

Instructors are qualified, as demonstrated by supporting documentation.

Instructors must provide documentation to prove a minimum of two years instructional experience in courses to be provided.

Courses will meet EC minimum requirements (training objectives) as proven by the documentation provided.

Instructors are to provide two references from organization who received their training.

Rated Criteria

Technical

Clarity of proposal – complete, clear and logical. – **10 points**

Experience in coordinating complex events. – **10 points**

Student to instructor ratio and student to equipment ratio, as applicable, to ensure adequate supervision and learning opportunities. – **15 points**

Training classrooms, workshops and field practice sites are ideal to meet training objectives. – **10 points**

Use of trainees' time is optimized. – **15 points**

Training is placed into context, create synergy between lessons covered and linkages with typical WSC work situations. – **10 points**

Cost – 30 points

Proposals will be evaluated out of 100 points.

The proposal with the highest technical points receives the maximum 70 points, and all lower technical proposals will be pro-rated relative to the bid with the highest technical points.

The proposal with the lowest price receives the maximum 30 points, and all higher priced proposals will be pro-rated relative to the lowest price.

A minimum score of 80 points must be obtained for the proposal to be considered responsive.

Proposals totaling more than \$285,000.00 + HST will not be considered.

7.2 Basis of Selection

Any proposal not meeting the mandatory requirements of the Request for Proposal will be considered non-responsive and will be given no further consideration. Environment Canada will cease evaluating your proposal as soon as it is determined that your bid is non-compliant.

A contract will be awarded based on best value taking into account technical merit and price for those proposals meeting the mandatory requirements of the Request For Proposal.

8. T4A DOCUMENTATION

In addition to the T4A Supplemental Invoicing Instructions detailed below, Environment Canada will contact the successful contractor to obtain the required T4A documentation **prior to contract award**. **Any contractor unwilling to provide this mandatory information will not be awarded a contract.**

Supplemental Invoicing Instructions

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable service contracts (including contracts involving a mix of goods and services) must be reported on a T4A supplementary slip. To comply with this requirement, contractors are required to provide the following information on each invoice:

(a) the legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number or Business Number (BN), as well as the address and the postal code;

(b) the status of the contractor, i.e. individual, unincorporated business, or corporation;

(c) for individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number;

(d) for corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown; and,

(e) the following certification signed by the Contractor or an authorized officer:

"I certify that I have examined the information provided above, including the legal name, address, and Revenue Canada identifier, (c) or (d) as applicable, and that it is correct and complete, and fully discloses the identification of this Contractor."

SECTION 4 TERMS OF PAYMENT

TP1 BASIS OF PAYMENT

1.1 The Contractor shall not arrange or incur any expenditures on behalf of Her Majesty without prior authorization by the Contracting Authority.

1.2 Travel, living and other miscellaneous expenses that are a direct result of discharging the duties noted herein may be reimbursed at cost, with no allowance for markup or profit.

Original invoices or certified true copies must be submitted for reimbursement.

Travel and living expenses shall be reimbursed in accordance with Treasury Board guidelines.

All such expenses require the prior approval of the Departmental Representative.

TP2 METHOD OF PAYMENT

2.1 A claim in the form of an itemized account certified by the Contractor with respect to the accuracy of its contents shall be submitted to the Departmental Representative.

2.2 Payment by Her Majesty to the Contractor for the work shall be made:

2.2.1 In the case of a progress payment other than a final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;

- 2.2.2 In the case of a final payment, within thirty (30) days following the date of receipt of a final claim for payment, or within thirty (30) days following the date on which the work is completed, whichever date is the later;
- 2.2.3 If the Departmental Representative has any objection to the form of the claim for payment, he/she shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

TP3 PAYMENT OF INTEREST ON OVERDUE ACCOUNTS

- 3.1 In this section, an amount is “due and payable” when it is due and payable by Her Majesty to the Contractor according to the provisions of the contract.
- 3.2 For the purposes of this section, an amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- 3.3 In this section, “date of payment” means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable.
- 3.4 In this section, “Bank Rate” means the discount rate of interest set by the Bank of Canada.
- 3.5 Her Majesty shall be liable to pay to the Contractor simple interest at the “Average Rate” plus 3 per cent per annum on any amount that is overdue, from the day such amount becomes overdue until the date of payment. Interest shall be paid without notice from the Contractor for payment that has been outstanding for more than 15 days. For payment made within 15 days from the date that the payment becomes overdue, interest will be paid at the request of the Contractor. Interest will not be payable on overdue advance payments.
- 3.6 Her Majesty shall not be liable to pay to the Contractor any interest on unpaid interest.

TP4 GOODS AND SERVICES TAX

The Goods and Services Tax (GST) is, unless otherwise indicated herein, excluded from the contract price. The GST, to the extent applicable, will be incorporated into all invoices and claims for progress payments made on or after the date of introduction of this tax and will be paid by the Government of Canada. The Contractor agrees to remit any GST paid or due to Revenue Canada. All invoices submitted containing GST will list GST as a separate item or contain a statement that GST is included in the invoice price.

SECTION 5 GENERAL CONDITIONS

GC1 INTERPRETATION

- 1.1 In the contract,
 - 1.1.1 “Contract” means the contract documents referred to in the Articles of Agreement;
 - 1.1.2 “Invention” means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
 - 1.1.3 “Minister” includes a person acting for, or if the office is vacant, in place of the Minister and the Minister’s successors in the office, and the Minister’s or their lawful deputy and any of the Ministers or their representatives appointed for the purpose of the contract;
 - 1.1.4 “Work”, unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor’s obligations under the contract;
 - 1.1.5 “Departmental Representative” means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative’s functions under the contract;
 - 1.1.6 “Prototype” includes models, patterns and samples;
 - 1.1.7 “Technical documentation” means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer printouts.

GC2 SUCCESSORS AND ASSIGNS

The contract shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

GC3 ASSIGNMENT

- 3.1 The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.
- 3.2 No assignment of the contract shall relieve the Contractor from any obligation under the contract or impose any liability upon Her Majesty or the Minister.

GC4 TIME OF THE ESSENCE

- 4.1 Time is of the essence of the contract.

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- 4.2 Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable costs through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
 - 4.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
 - 4.4 Unless the Contractor complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
 - 4.5 Notwithstanding that the Contractor has complied with the requirements of **GC4.3**, Her Majesty may exercise any right of termination contained in **GC8**.

GC5 LIABILITY AND INDEMNIFICATION

- 5.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.
- 5.2 The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the contract.

- 5.3 The Contractor's liability to indemnify or reimburse Her Majesty under the contract shall not affect or prejudice Her Majesty from exercising any other rights under law.
- 5.4 It is understood and agreed by the parties hereto, that Her Majesty will not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by employees or agents employed by the Contractor due to their negligence in carrying out the services described herein.
- 5.5 It is further understood and agreed by the parties hereto, that the Contractor shall be liable for any damage to or loss of Her Majesty's property occasioned by or attributable to the Contractor's employees or agents in carrying out the services described herein.

GC6 NOTICES

- 6.1 Where in the contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by telegram or by telex addressed to the party for whom it is intended at the address mentioned in the contract and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by telegram, when transmitted by the carrier; and, by telex, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

GC7 CANADIAN LABOUR AND MATERIALS

- 7.1 The Contractor shall use Canadian labour and material in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.

GC8 TERMINATION OR SUSPENSION

- 8.1 The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 8.2 All work completed by the Contractor to the satisfaction of Her Majesty in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, Her Majesty shall pay the Contractor's costs as determined under the provisions of the contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 8.3 In addition to the amount which the Contractor shall be paid under **GC8.2**, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.

- 8.4 Payment and reimbursement under the provisions of **GC8** shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 8.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 8.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of **GC8** except as expressly provided therein.

GC9 TERMINATION DUE TO DEFAULT OF CONTRACTOR

- 9.1 Her Majesty may, by notice to the Contractor, terminate the whole or any part of the work if:
 - (i) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
 - (ii) the Contractor fails to perform any of the Contractor's obligations under the contract, or, in the Minister's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.
- 9.2 In the event that Her Majesty terminates the work in whole or in part under **GC9.1**, Her Majesty may arrange, upon such terms and conditions and in such manner as Her Majesty deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to Her Majesty for any excess costs relating to the completion of the work.
- 9.3 Upon termination of the work under **GC9.1**, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the contract. Her Majesty shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by Her Majesty, the cost to the Contractor of such work plus the proportionate part of any fee fixed by the said contract and shall pay or reimburse the

Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.

- 9.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 9.5 If, after the Minister issues a notice of termination under **GC9.1**, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to **GC8.1** and the rights and obligations of the parties hereto shall be governed by **GC8.1**.

GC10 RECORDS TO BE KEPT BY CONTRACTOR

- 10.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts therefrom.
- 10.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to herein.
- 10.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two years following completion of the work.

GC11 OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT

Interpretation

- 11.1 "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;

- 11.2 "Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;
- 11.3 "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;
- 11.4 "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;
- 11.5 "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;
- 11.6 "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;
- 11.7 "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.
- 11.8 It is the policy of the Government of Canada that the Contractor be the owner of any Foreground created by the Contractor arising by virtue of a Crown Procurement Contract, subject to:

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 Foreground Information and the Background Information as required by the Contract.

- 11.9 The Crown requires a royalty-free license to have the right to use, or have used by a third party, the Foreground owned by the Contractor for Government of Canada activities. The right to use the Foreground could include, without being limited to, the right to manufacture, reproduce and modify.

GC12 CONFLICT OF INTEREST

- 12.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Departmental Representative.
- 12.2 It is a term of the contract:
- (1) that no former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this contract; and
 - (2) that during the term of the contract any persons engaged in the course of carrying out this contract shall conduct themselves in compliance with the principles of the Conflict of Interest and Post-Employment Code for Public Office Holders. Should an interest be acquired during the life of the contract that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Departmental Representative.

GC13 CONTRACTOR STATUS

This is a contract for the performance of a service and the Contractor is engaged under the contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Workmen's Compensation, or Income Tax.

GC14 WARRANTY BY CONTRACTOR

- 14.1 The Contractor warrants that the Contractor is competent to perform the work required under the contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.
- 14.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which contractors generally would expect of a competent contractor in a like situation.

GC15 MEMBER OF HOUSE OF COMMONS

- 15.1 No member of the House of Commons shall be admitted to any share or part of this contract or to any benefit to arise therefrom.

GC16 AMENDMENTS

16.1 No amendment of the contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

GC17 ENTIRE AGREEMENT

17.1 The Contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

GC18 CRIMINAL CODE PROHIBITIONS

Subsection 784(3) of the Criminal Code prohibits anyone who has been convicted for an offence under:

- Section 121 - Frauds upon the Government
- Section 124 - Selling or Purchasing Office
- Section 418 - Selling Defective Stores to Her Majesty

from contracting with the government or receiving any benefit from a government contract.

GC19 ECOLOGO

19.1 The contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the full extent to which it is procurable.

GC20 USE OF ELECTRONIC NETWORKS

20.1 Where the performance of work requires the presence of the Contractor or any of the Contractor's personnel on Crown premises and/or access to any Crown-owned or operated electronic network, the Contractor shall comply with and shall ensure that the Contractor's personnel comply with the Policy on the Use of Electronic Networks promulgated under the authority of the Minister of the Environment.

GC21 CONFIDENTIALITY CLAUSE

21.1 The parties anticipate that it may be necessary to transfer to each other information relating to the Licensed Process, Patents, Trade-Mark, Know-How or other information relating to this Agreement, of a confidential nature. The parties shall keep all such information confidential during the life of this Agreement and for a period of five years after expiration or termination of this Agreement. Subject to the

Access to Information Act, R.S. 1985, c.A-1, the parties agree that the terms of this Agreement are confidential and each party shall use the same degree of care to prevent disclosure of the terms of this Agreement to third parties as it uses to protect its own confidential information of similar nature.

SECTION 6 SUPPLEMENTAL CONDITIONS

1. INTERNATIONAL SANCTIONS

- 1.1 Persons and companies in Canada are bound by economic sanctions imposed by Canada by regulations passed pursuant to the United Nations Act (UNA), R.S.C. 1985, c. U-2, the Special Economic Measures Act (SEMA), R.S.C. 1992, c. 17, or the Export and Import Permits Act (EIPA), R.S.C. 1985, c.E-19. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries subject to economic sanctions. At the time of contract award, the following regulations implement economic sanctions:
- a) United Nations Iraq Regulations;
 - b) United Nations Libya Regulations;
 - c) United Nations Federal Republic of Yugoslavia (Serbia and Montenegro)
- 1.2 It is a condition of this Contract that the Contractor not supply to the Government of Canada and goods or services which are subject to economic sanctions as described in paragraph 1 above.
- 1.3 During the performance of the Contract should the addition of a country to the list of sanctioned countries or the additions of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

2. LOBBYIST CLAUSE

- 2.1 Certification - Contingency Fees:
- 2.1.1 The Contractor certifies that he/she has not directly or indirectly paid or agreed to pay covenants that he/she will not directly or indirectly pay a contingency fee for the solicitation, negotiation, or obtaining of this contract to any person other than an employee acting in the normal course of the employee's duties;
- 2.1.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the contract shall be subject to the Accounts and Audit provisions of the contract;

2.1.3 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate the contract for default provisions of the contract or recover from the Contractor by way of reduction to the contract price or otherwise the full amount of the contingency fee.

2.2 In this section:

2.2.1 "Contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms;

2.2.2 "Employee" means a person with whom the Contractor has an employer/ employee relationship;

2.2.3 "Person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

3. SECURITY REQUIREMENTS

3.1 The Contractor and/or personnel assigned on this Contract must have a Basic Reliability Check in accordance with the Security Policy of the Government of Canada.

4. PROVINCIAL SALES TAX

4.1 The Contractor shall not invoice or collect any Ad Valorem Sales Tax levied by the Province in which the goods or taxable services are delivered to federal Government Departments under authority of the following Provincial Sales Tax Licences:

British Columbia	005521
Prince Edward Island	OP-10000-250
Manitoba	390516-0
Nova Scotia	U84-00-03172-3
New Brunswick	P87-60-01648
Ontario	11708174G
Quebec	Q-398-SS-3921-1-P
Newfoundland	32243-0-09

In all other provinces, Provincial Sales Taxes do not apply to goods or taxable services delivered to Federal Government Departments or Agencies under this contract.

The Contractor is not relieved of any obligation to pay Provincial Sales Taxes on goods or taxable services which the Contractor uses or consumes in the performance of this contract.

Provincial gallonage taxes on liquid fuels are to be charged on deliveries in Newfoundland, Prince Edward Island, Nova Scotia, New Brunswick, Quebec and Ontario. In other provinces, these taxes are not applicable.

Federal Contractors Program for Employment Equity

Organizations that are subject to the Federal Contractors Program for Employment Equity (FCP-EE) but that have been declared ineligible to receive government contracts of goods and services over the threshold for solicitation of bids as set out in the *Government Contract Regulations* (GCRs) (currently \$25,000 including applicable taxes) by Human Resources Development Canada-Labour (HRDC-Labour), either as a result of a finding of non-compliance by HRDC-Labour, or following their voluntary withdrawal from the FCP-EE) for a reason other than a reduction in their workforce, have been advised by HRDC-Labour that as a consequence of this action they are no longer eligible to receive any government contract over this threshold. Consequently, their certificate numbers have been cancelled and their names have been placed on HRDC-Labour's List of Ineligible Contractors. Bids from such organizations will be considered non-responsive.

The bidder is required to certify that it has not been declared "ineligible" by HRDC-Labour to receive government contracts over the GCRs threshold for solicitation of bids (currently \$25,000) as a result of a finding of non-compliance, or as a result of having voluntarily withdrawn from the FCP-EE for a reason other than a reduction in their workforce.

Signature of authorized representative: _____

The bidder acknowledges that the Minister shall rely on this certification to award the contract. Should a verification by the Minister disclose a misrepresentation on the part of the bidder, the Minister shall have the right to treat any contract resulting from this bid as being in default.

Travel Directive

Appendix A – Kilometre rates

Effective April 1, 2003

1. The rates payable in cents per kilometre for authorized official use of private cars within and outside the headquarters area during a fiscal year are shown below:

	Cents/km (taxes included)
1.1 Employer requested rate	
– Alberta	51.5
– British Columbia	51.0
– Manitoba	47.5
– New Brunswick	49.5
– Newfoundland and Labrador	53.0
– North West Territories	58.5
– Nova Scotia	51.0
– Nunavut	58.5
– Ontario	55.0
– Prince Edward Island	50.5
– Quebec	57.0
– Saskatchewan	45.5
– Yukon	63.5

Note: Rates are always paid in Canadian funds
Treasury Board of Canada Secretariat

Appendix A – Meals and allowances

Effective 01 October 2013

1. Travel in Canada

	Canadian \$ (taxes included)			Nunavut*
	Canada & USA (except Alaska)	Yukon & Alaska	N.W.T.	
1.1 Private non-commercial accommodation allowance	50.00	50.00	50.00	50.00
1.2 Meal allowances				
– breakfast	15.75	15.70	22.00	21.30
– lunch	15.10	19.00	23.50	31.35
– dinner	42.00	50.35	53.55	69.80
1.3 Incidental expense allowances	17.30	17.30	17.30	17.30
1.4 Weekend travel home transportation allowances.				
– two-day weekend	280.30	304.70	332.70	379.50
– three-day weekend	420.45	457.05	499.05	569.25
– four-day weekend	560.60	609.40	665.40	759.00

2. Travel in USA

Rates in the USA are the same as in Canada but paid in US funds.