REQUEST FOR PROPOSAL FOR A STANDING OFFER

OCCUPATIONAL HEALTH AND SAFETY TRAINING COURSE AND CONSULTANT SERVICES at the David Florida Laboratory (DFL) in Ottawa

Bid Submission Deadline: August 05, 2014 (EDT) at 2:00pm

Submit bids to:

Canadian Space Agency TENDERS RECEPTION OFFICE Receiving/Shipping From Monday to Friday between 8:00 am and 4:30 pm (closed from 12:00 pm to 1:00 pm) 6767 Route de l'Aéroport St. Hubert, Quebec J3Y 8Y9 Canada

Attention to: Claudine Morin Email: <u>soumissionscontracts@asc-csa.gc.ca</u>

Reference: CSA File No. 9F030 – 20130945

NB: Please read this Request for standing offer carefully for further details on the requirements and bid submission instructions.



July 07, 2014

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation and resulting standing offer document is divided into seven parts plus appendices as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: Provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;

Part 3 Bid Preparation Instructions: Provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: Indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 5 Certifications: Includes the certifications to be provided;

Part 6 Security requirement; and

Part 7 Resulting Standing Offer and Call up Clauses: includes the clauses and conditions that will apply to any resulting standing offer and call up against the standing offer.

2. Submission of a Bid

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

General Instructions to Bidders is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Website: <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>.

3. Summary

Description and Requirement

The purpose of this Request for standing offer (RFSO) is to solicit bids from interested Canadian organizations to provide occupational health and safety training course and consultant services on as and when requested basis for the David Florida Laboratory in Ottawa.

Interested bidders are required to submit their proposals in accordance with the instructions provided in this RFSO. A description of the work to be completed under this requirement is provided in the Statement of Work attached hereto as **Appendix A**.

4. Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a standing offer.

5. Debriefings

After standing offer award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided 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 issued by Public Works and Government Services Canada (PWGSC).

The Manual is available on the PWGSC Website: <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>.

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 standing offer.

The 2006 (2014-06-26) Standard Instructions – Request for Standing Offers - Goods or services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

Remove paragraphs 4 and 5 of section 2006 01

1.1 Insurance – Specific Requirements (2013-11-06) G1001C

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

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

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

2. Submission of Bids

THE BID SUBMISSION DEADLINE IS INDICATED AT THE FIRST PAGE OF THIS DOCUMENT. It is the CSA's policy to return, unopened, bids received after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid.

You can also send your proposal by email at the following address: soumissionscontracts@asc-csa.gc.ca

Proposals send by fax is not acceptable.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority (<u>Claudine.morin@asc-csa.gc.ca</u>) no later than five (5) 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 government of 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 government of Canada determines that the enquiry is not of a proprietary nature. Government of 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 government of Canada.

4. Applicable Laws

Any resulting standing offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory 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. General

Bidders must send **the original** of the proposal (or by email also accepted), before the specified deadline (date and time), to the address shown on Page 1 of the RFSO. Proposals may be submitted in English or French.

2. Price

The financial proposal must include a detailed breakdown of the total quoted price. The proposed Basis of Payment should be **as indicated in Appendix B**.

Provide the financial proposal in a separate document.

Bids must be priced in Canadian dollars, excluding the Goods and Services Tax (GST), but including Customs duties and excise taxes.

Government of 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;

(c) Include the certifications as a separate section of the bid;

(d) Bidders must submit their financial proposals in accordance with the Basis of Payment;

(e) The total amount along with the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), if applicable, must be indicated separately.

3. Bidder's Business Name and Address

1) Name:

1) Name: ______ 2) Address: _____

3) Telephone: _____ Fax: _____

4) Email:

5) Procurement Business Number (PBN):

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

a) The propositions will be evaluated in regards to all the criteria of the present request for standing offer, including technical evaluation criteria and financial.

b) An evaluation team made up representatives of Government of Canada will evaluate the proposal.

2. Financial Evaluation

Clause of the manual of SACC A0220T (2014-06-26) Evaluation of price

3. Basis of Selection

- 1. To be declared responsive, a bid must:
 - comply with all the requirements of the bid solicitation; and a.
 - meet all mandatory criteria; and b.
 - obtain the required minimum points overall for the technical evaluation c. criteria which are subject to point rating.
- Bids not meeting (a), (b) and (c) will be declared non-responsive. 2.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
- To establish the pricing score, each responsive bid will be prorated against the lowest 5. evaluated price and the ratio of 40 %.
- For each responsive bid, the technical merit score and the pricing score will be added 6. to determine its combined rating.
- Neither the responsive bid obtaining the highest technical score nor the one with the 7. lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

| Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%) | | | | | | | |
|--|--------------------------|-------------------------|------------------------|------------------------|--|--|--|
| | | Bidder 1 | Bidder 2 | Bidder 3 | | | |
| Overall Techn | ical Score | 115/135 | 89/135 | 92/135 | | | |
| Bid Evaluated Price | | \$55,000.00 | \$50,000.00 | \$45,000.00 | | | |
| | Technical Merit Score | 115/135 x 60 = 51.11 | 89/135 x 60 = 39.56 | 92/135 x 60 = 40.89 | | | |
| Calculations | Pricing Score | 45/55 x 40 = 32.73 | 45/50 x 40 = 36.00 | 45/45 x 40 = 40.00 | | | |
| Combined Rat | ting | 83.84 | 75.56 | 80.89 | | | |
| Overall Rating1st3rd2nd | | | | | | | |

4. Mandatory and point-rated Evaluation Criteria (see Annex D)

The bid must meet the mandatory technical criteria specified in Appendix D. The Bidder must provide the necessary documentation to support compliance with this requirement.

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

The Bidder shall submit with its proposals, for approval, the resumes and competency certificates of the staff it plans to use. In the absence to submit the CV or mandatory documentation, we will be in the obligation to pass to the second supplier answering the mandatory criteria and offering the best cost to us.

If documents missing with the proposal, the proposal will be rejected.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a standing offer. Government of Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

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

comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Standing offer 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 24 hours time frame 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.

A. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – BID CERTIFICATION

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list

(http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and 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" list at the time of standing offer award.

B. LEGAL ENTITY AND CORPORATE NAME

1. The bidder hereby certifies that it is a (circle one)

- a. a sole proprietorship,
- b. a partnership, or
- c. a corporate entity;
- 2. It was registered or formed under the laws of
- 3. Controlling interest/ownership (name if applicable) of the organization is held in the country of
- 4. Any resulting standing offer may be executed under the following corporate full legal name and at the following place of business:

C. CODE OF CONDUCT FOR PROCUREMENT

1) The Bidder confirms that it has read the Code of Conduct for Procurement (http://www.pwgsc.gc.ca/acquisitions/text/cndt-cndct/tdm-toc-e.html) and agrees to be bound by its terms.

- 2) The bidder certifies that:
- (a) no corruption and no collusion took place in the preparation of its bid; and

(b) it has not committed an offence under section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 "Selling or purchasing office"), 380 (Fraud committed against Her Majesty) or 418 ("Selling defective stores to Her Majesty") of the Criminal Code of Canada, or under paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or Section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

D. CERTIFICATION – FORMER PUBLIC SERVANT

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

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

1.2 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 <u>Contracting Policy Notice:</u> 2012-2 and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

1.3 Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

E. CERTIFICATION OF EDUCATION AND EXPERIENCE

The bidder hereby certifies that all statements made with regard to the education and experience of individuals proposed for completing the subject work are accurate and factual, and that the CSA/DFL reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-compliant or in other action which the CSA/DFL may consider appropriate.

F. CERTIFICATION OF AVAILABILITY

The bidder certifies that, should it be authorized to provide services under any standing offer resulting from this RFSO, the individuals proposed in its bid will be available to commence performance of the work within the time specified in the RFSO, and will remain available to perform the work in relation to the fulfilment of the requirement. Once the standing offer is issued, proposed substitutes must achieve the same rated qualifications score (or greater) as the original resource at a rate no higher than the original resource being replaced and will be subject to approval by the project authority.

G. LANGUAGES

The Bidder must certify that the proposed resource(s) is capable of providing the training in both official languages English and French.

H. CERTIFICATION

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

CERTIFICATION SIGNATURE

We hereby certify compliance with the above noted certification requirements for:

- A. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY BID CERTIFICATION;
- B. LEGAL ENTITY AND CORPORATE NAME;
- C. CODE OF CONDUCT FOR PROCUREMENT;
- D. ATTESTATION FORMER PUBLIC SERVANT;
- E. CERTIFICATION OF EDUCATION AND EXPERIENCE;
- F. CERTIFICATION OF AVAILABILITY;
- G. LANGUAGES.

SIGNATURE

Name and title of person authorized to sign on behalf of the Bidder (type or print)

Signature

Date

PART 6 – SECURITY REQUIREMENTS

Security Requirements

The work to be performed under this RFSO do not requires a reliability status.

OCCUPATIONAL HEALTH AND SAFETY TRAINING COURSE AND CONSULTANT SERVICES at the David Florida Laboratory (DFL) in Ottawa PART 7 - RESULTING STANDING OFFER CLAUSES

1. Statement of Work

The Contractor shall perform and complete the Work as per the statement of work at appendix A.

The work must be performed at the David Florida Laboratory (DFL), 3701 Carling Avenue, Ottawa Ontario K2H 8S2.

2. Standard Clauses and Conditions

All conditions and clauses identified herein by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works Government Services Canada (PWGSC). The SACC Manual is available on the website of PWGSC: https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-andconditions-manual.

3. General Conditions

2005 (2014-06-26) General Conditions – Standing Offer – Goods or services applied to the standing offer and they are integral part of it.

- Remove paragraphs 4 and 5 of section 2005 11

4. Standing offer Period

The period of the standing offer to be issued in response to this RFSO will be from the date of the award till March 31st, 2015.

5. Option to extend the standing offer

The Contractor grants to Canada the irrevocable option to extend the term of this standing offer by a period of three (3) year, at one year at the time, under the same terms and conditions. Canada may exercise this option at any time by sending a notice to the Contractor at least 30 calendar days prior to the standing offer expiry date.

The Contractor agrees that, during the extended period of the standing offer, the rates/prices will be in accordance with the provisions of the standing offer.

6. Contracting Authority

The Contracting Authority for this RFSO and any resulting standing offer is:

Claudine Morin Canadian Space Agency 6767 Route de l'Aéroport St. Hubert, Quebec J3Y 8Y9 Canada Telephone: 450-926-4427 Facsimile: 450-926-4969 Email: <u>Claudine.morin@asc-csa.gc.ca</u>

The Contracting Authority is responsible for the management of the standing offer and any changes to the standing offer must be authorized in writing by the Contracting Authority. The

Contractor must not perform work in excess of or outside the scope of the standing offer based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7. Project Authority

To be insert at standing offer award

8. Contractor's Representative

To be insert at standing offer award

9. Call up instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC* 942, Call-up Against a Standing Offer.

10. Basis of payment

- Limitation of expenditures

Government of Canada's total liability to the contractor under the standing offer must not exceed **<u>\$ 70,000.00 per year</u>** for the limitation of expenditures part of the standing offer, harmonized sales tax is extra, if applicable.

No increase in the total liability of government of Canada or in the price of the work resulting from any design changes, modifications or interpretations of the work, will be authorized or paid to the contractor unless these design changes, modifications or interpretations have been approved, in writing, by the contractor authority before their incorporation into the work. The contractor must not perform any work or provide any service that would result in government of Canada's total liability being exceeded before obtaining the written approval of the contracting authority. The contractor must notify the contractor must notify the contractor must notify in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the standing offer expiry date, or
- c) as soon as the contractor considers that the contract funds provided are inadequate for the completion of the work, whichever comes first.

If the notification is for inadequate standing offer funds, the contractor must provide to the contracting authority a written estimate for the additional funds required. Provision of such information by the contractor does not increase government of Canada's liability.

11. Payment method

Payment requests must be made once per month after reception of a call up.

12. Certifications

Compliance with the certifications provided by the contractor in its bid is a condition of the standing offer and subject to verification by government of Canada during the entire standing offer period. If the contractor does not comply with any certification or it is determined that any certification made by the contractor in its bid is untrue, whether made knowingly or unknowingly,

government of Canada has the right, pursuant to the default provision of the standing offer, to terminate the standing offer for default.

13. Applicable Laws

Any resulting standing offer must be interpreted and governed, and the relations between the parties determine, by the laws in force in the Province of Ontario and the relations between parties will be determine by these laws.

14. Replacement of Specific Individuals

If specific individuals are identified in the standing offer to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

- (b) If the Contractor is unable to provide the services of any specific individual identified in the standing offer, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the standing offer.

15. Priority of Documents

The documents listed below form part of and are incorporated into this standing offer. If there is a discrepancy between the wording of one document and the wording of any other document, which appears on the list, the wording of the document, which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:

a) the standing offer document including appendices;

- b) General Conditions as per point #3;
- c) Appendix C, Statement of Work;

d) the supplier's proposal dated ______ (insert the date of the proposal) (if the proposal has been clarified or revised, insert when you issue the standing offer: "clarified on _____" or "amended on _____" and insert dates of clarifications or amendments).

16. Performance Evaluation Report

Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by the Government of Canada. Should the Contractor's performance be considered unsatisfactory more than once, the Contractor's bidding privileges on future work may be suspended for a period of 18 months or 36 months.

Contractor Performance Evaluation Report Form is used to record the performance (you will find it at Appendix D).

RESULTING CALL UP CLAUSES

The following clauses and conditions apply to and form part of any call up resulting from the standing offer.

1. Statement of work

The Contractor must perform the Work described in the call-up against the standing offer.

2. General Conditions

2010B (2014-06-26) - General Conditions - Professional Services (Medium Complexity) apply to and form part of the call up.

- Remove paragraphs 4 and 5 of section 2010 31

3. Period of the call up

The Work must be completed in accordance with the call-up against the standing offer.

4. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$25,000.00** (Goods and Services Tax or Harmonized Sales Tax included).

APPENDIX A

STATEMENT OF WORK

1. OBJECTIVE

This request for standing offer is to carry out Occupational Health and Safety Course Training, Consultant Services and produce expert reports for the Canadian Space Agency's David Florida Laboratory, Building Operations & Security Division located at 3701 Carling Avenue in Ottawa, Ontario.

The aim of this offer of services, also referred to as a standing offer, which is valid for one (1) year with three (3) optional years, is to obtain the services of one or more qualified firms to carry out occupational health and safety training, information sessions plus consulting services to coach, mentor and assist the CSA/DFL with the enhancement, development and implementation of the Health and Safety Management System as it relates to their Corporate Health and Safety Policy and Occupational Health and Safety Management System (OHSMS). The CSA/DFL reserves the right to assign work to the firm that ranks second if the firm that ranks first cannot provide the services requested.

It is understood and agreed by the Contractor that the work to be performed under this Proposal is on an "**as and when required basis**" based on call-ups being issued.

2. BACKGROUND

The CSA/DFL is a building with a total floor space of approximately 13,000m2 spread over four levels of office area with the majority clean room laboratory space. Built in 1971, the building is home to slightly more than 100 researchers, managers and clients employed by the Canadian space program.

The CSA/DFL takes work place health and safety seriously and is committed to doing everything reasonably possible to prevent or reduce work place injuries, and to maintain a healthy work environment. We want to ensure that the equipment and tools used by the employees in the course of their employment meet prescribed health, safety and ergonomic standards and are safe under all conditions for their intended use and that only qualified personnel are authorized to use certain pieces of equipment based on legislative requirements.

3. TASKS

The Contractor will be responsible for assisting the client to implement the Safety objectives and activities that contribute to the achievement of Occupational Health and Safety goals and strategic priorities on an "**as and when requested basis**".

Contractor will be responsible for delivering consultative and advisory services to support CSA/DFL by assisting and contributing to the ongoing development, implementation, evaluation and maintenance of Corporate and Departmental Occupational Health and Safety programs.

The Contractor will be responsible to supply personnel protective equipment (PPE), materials, tools and labour to perform the requested service and/or specifications provided by the CSA/DFL Project Authority unless otherwise specified and agreed to in advance.

Contractor must have a team approach to access resources.

In addition, the contractor will provide assistance and coaching with:

- Development of CSA-DFL health and safety objectives and performance indicators related to OH and S and a corresponding monitoring, evaluation and reporting system
- Assist with development of an overall OHSMS implementation strategy

- Development of policies, procedures and safe work practices to achieve site compliance with CSA - OHSMS and corporate programs including applicable OH and S legislation
- The communication and advice on implementing applicable HPP, advising on hazards and risks identified within the risk assessment process
- The evaluation of existing preventive measures
- The identification of continuous improvement opportunities
- Participate upon request with DFL Health and Safety Committee as a guest
- Assist with reviewing third party Safety Management Plans upon request and ensure the owner's duties and responsibilities are outlined appropriately
- Develop a standard training plan for CSA/DFL employees, contractors and visitors
- Deliver or coordinate selected OHSA training, as required by CSA/DFL
- The identification of significant hazards through period review of incident /accident reports and job observation
- Provide professional specialist OHS services upon request which include Occupational Hygiene, Ergonomic, Equipment Guarding, or Materials Management;
- Assistance with workplace inspections as performed by site HSC or facilities management;
- Assistance with incident /accident investigations upon request;
- Spot audit of contractors Safety Management Plans while performing works on site at CSA/DFL.
- This is not to be considered a full descriptive list.

Contractor will be responsible for the following:

- Deliver sessions in either English or French, as required.
- Each instructor will be required to tour the entire DFL facilities at least 75 days prior to offering any training to familiarize themselves with the building and its equipment.
- Provide sample of training materials and presentation prior to offering each course at least 60 days before actual date of training for CSA/DFL representative. This sample will be used to evaluate whether the proposed training outline will meet the course requirements.
- Provide hard copy training materials in both official languages (English and French) for each course.
- Provide a written evaluation of the trainees' performance (hands on portion only) against course expectations, including a description of areas where additional practice may benefit them in the future.
- Provide training certificates and certify completion of training to the CSA/DFL representative.

CSA/DFL will be responsible for the following:

- Manage registration for all training events
- Maintain records of attendance for individual training events and provide copy to Contractor
- Provide site access

4. CONSTRAINTS

The Contractor must:

- be familiar with Part II of Canada Labour Code and Regulations;
- be familiar, experienced and competent in teaching the WSPS Risk Hazard Analysis Methodology;
- be able to provide the delivery of the course in both official language;
- be able to provide back-up instructors with the same or higher qualifications.

APPENDIX B

UNIT PRICE TABLE

* CANCELLATION

If the CSA/DFL cancels or reschedules a training session without providing a written notice of at least 24 hours, the Contractor will be paid as follows:

More than 24 hours notice prior to scheduled training - no charge

24 hours or less prior to scheduled training - 100% of scheduled training cost

* RATES OF PAYMENT

The Bidder **must** provide a firm all-inclusive price based on the course length and an all-inclusive per diem rate for consulting services.

The firm prices shall include all costs associated to complete the work, including overhead and administrative services and the costs of all deliverables.

Should services outside of the scope of the mentioned training be requested, the Bidder shall be paid at the fixed rate for extra training services.

Travel will not be reimbursed for work performed under this standing offer, the contractor is responsible for all travel expenses, including meals, taxis, etc.

| Regular Working Hours - Monday to Friday, 7:00 a.m. to 5:00 p.m. | | | | | | | | | | |
|--|--|---|---|---|--|--|--|--|--|--|
| | Year 1 Date of the award of the standing offer to March 31st, 2015 | Option year 1 April 1st, 2015 to March 31st, 2016 | Option Year 2 April 1st, 2016 to March 31st, 2017 | Option Year 3 April 1st, 2017 to March 31st, 2018 | | | | | | |
| Specialist | \$ | \$ | \$ | \$ | | | | | | |
| | per diem | per diem | per diem | per diem | | | | | | |
| General | \$ | \$ | \$ | \$ | | | | | | |
| consultant | per diem | per diem | per diem | per diem | | | | | | |

BASIS OF PAYMENT FOR CONSULTING SERVICES

Overtime - Monday to Friday between 5:00 p.m. to 7:00 a.m., Saturday, Sunday and Holidays

| | Year 1 Date of the award of the standing offer to March 31st, 2015 | Option year 1 April 1st, 2015 to March 31st, 2016 | Option Year 2 April 1st, 2016 to March 31st, 2017 | Option Year 3 April 1st, 2017 to March 31st, 2018 | |
|------------|--|---|---|---|--|
| Specialist | \$ | \$ | \$ | \$ | |
| | per diem | per diem | per diem | per diem | |
| General | \$ | \$ | \$ | \$ | |
| consultant | per diem | per diem | per diem | per diem | |

BASIS OF PAYMENT FOR <u>REGULAR</u> TRAINING SESSIONS

| | Date of the award o | ar 1 If the standing offer 31st, 2015 | Option year 1 April 1st, 2015 to March 31st, 2016 | | | | |
|---------------------------------|---------------------------------------|---|--|--|--|--|--|
| | Cost for 8 participants or less | Cost per each additional participant | Cost for 8 participants or less | Cost per each additional participant | | | |
| Cost – 1/2 day theory and/or | | | | | | | |
| hands on training course | \$ | \$ | \$ | \$ | | | |
| Cost – 1 day theory and/or | | | | | | | |
| hands on training course | \$ | \$ | \$ | \$ | | | |
| Cost – 2 days theory and/or | | | | | | | |
| hands on training course | \$ | \$ | \$ | \$ | | | |

| | | n year 2 o March 31st, 2017 | Option year 3 April 1st, 2017 to March 31st, 2018 | | | | | |
|---|---------------------------------------|--|--|--|--|--|--|--|
| | Cost for 8 participants or less | Cost per each additional participant | Cost for 8 participants or less | Cost per each additional participant | | | | |
| Cost – 1/2 day theory and/or | | | | | | | | |
| hands on training course | \$ | \$ | \$ | \$ | | | | |
| Cost – 1 day theory and/or | | | | | | | | |
| hands on training course | \$ | \$ | \$ | \$ | | | | |
| Cost – 2 days theory and/or hands on training course | \$ | \$ | \$ | \$ | | | | |

BASIS OF PAYMENT FOR <u>EXTRA</u> TRAINING SESSIONS

| | | ar 1 If the standing offer 31st, 2015 | Option year 1 April 1st, 2015 to March 31st, 2016 | | | | |
|---|---------------------------------------|---|--|--|--|--|--|
| | Cost for 8 participants or less | Cost per each additional participant | Cost for 8 participants or less | Cost per each additional participant | | | |
| Cost – 1/2 day theory and/or hands on | \$ | \$ | \$ | \$ | | | |
| training course Cost – 1 day | · · · · · · · · · · · · · · · · · · · | · · | * | * | | | |
| theory and/or hands on training course | \$ | \$ | \$ | \$ | | | |
| Cost – 2 days theory and/or hands on training course | \$ | \$ | \$ | \$ | | | |

| | | n year 2 9 March 31st, 2017 | Option year 3 April 1st, 2017 to March 31st, 2018 | | | | |
|-----------------------------|---------------------------------------|--|--|--|--|--|--|
| | Cost for 8 participants or less | Cost per each additional participant | Cost for 8 participants or less | Cost per each additional participant | | | |
| Cost – 1/2 day | | | | | | | |
| theory and/or | Φ. | ¢ | \$ | ¢ | | | |
| hands on training course | \$ | \$ | φ | \$ | | | |
| Cost – 1 day | | | | | | | |
| theory and/or | | | | | | | |
| hands on | \$ | \$ | \$ | \$ | | | |
| training course | | | | | | | |
| Cost – 2 days | | | | | | | |
| theory and/or | | | | | | | |
| hands on | \$ | \$ | \$ | \$ | | | |
| training course | | | | | | | |

BID EVALUATION VALUE

For the purpose of evaluation, the bid evaluation value will be calculated as follows:

| | Fixed per diem rate (A) | Multiplier (B) | Total (A x B) (C) |
|--|-------------------------------|-------------------|----------------------|
| Consulting Se | | | |
| Regular Working Hours - Monday to R | riday, 7:00 a.m. 1 | to 5:00 p.m. | T |
| Specialist | | 10 | |
| General Consultant | | 10 | |
| Consulting Se | | | |
| Overtime - Monday to Friday between 5:00 p.m. to | 7:00 a.m., Saturd | | d Holidays |
| Specialist | | 2 | |
| General Consultant | | 2 | |
| REGULAR TRAINING Cost for 8 participa | | | |
| 1/2 day theory and/or hands on training course | | 5 | |
| 1 day theory and/or hands on training course | | 8 | |
| 2 days theory and/or hands on training course | | 4 | |
| REGULAR TRAINING Cost per each addition | | | |
| 1/2 day theory and/or hands on training course | | 12 | |
| 1 day theory and/or hands on training course | | 14 | |
| 2 days theory and/or hands on training course | | 6 | |
| EXTRA TRAINING Cost for 8 participa | | | |
| 1/2 day theory and/or hands on training course | | 1 | |
| 1 day theory and/or hands on training course | | 1 | |
| 2 days theory and/or hands on training course | | 1 | |
| EXTRA TRAINING | SESSIONS | | |
| Cost per each addition | nal participant | | |
| 1/2 day theory and/or hands on training course | | 1 | |
| 1 day theory and/or hands on training course | | 1 | |
| 2 days theory and/or hands on training course | | 1 | |
| Total Bid Evaluat | ion Value (Sum o | of column C) | |

The evaluation will include the total for the four years.

The quantities identified under the multipler are provided for evaluation purposes only and are not indicative of the volume of work nor do they represent any type of commitment on behalf of the CSA/DFL.

The total value of the standing offer is \$70,000.00 before tax each year, and the maximum value of a call-up against the standing offer is \$25,000.00 including tax.

APPENDIX C

PERFORMANCE EVALUATION REPORT

PERFORMANCE EVALUATION REPORT

Upon fulfillment of a standing offer, this questionnaire must be completed by the responsible project authority/ technical authority for all service contracts (excluding temporary help service contracts), construction contracts and engineering consulting contracts with CSA and sent to the contract agent responsible.

| Name of Contractor: | Contract completion date: |
|--|---------------------------|
| Name of Project Authority/Technical Authority: | Branch: |
| Standing offer No.: | Project name: |

| *Supplier Rating scale: | 10 - 9: Excellent $6 - 5$: Satisfactory $2 - 1$: Unsatisfactory $8 - 7$: Very Good $4 - 3$: Poor |
|---|--|
| 1. Did the supplier provide consultants with the education, accreditation and experience indicated in the standing offer? | 10 9 8 7 6 5 4 3 2 1 Comments: |
| Please rate the overall quality of the services provided by this supplier. | 10 9 8 7 6 5 4 3 2 1 Comments: |

| 3. | Please rate the responsiveness of the supplier with regard to information requests | 10 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 2 | 1 | |
|----|---|-----|------|------|---|---|---|---|---|---|---|--|
| | or problems that may have arisen in the course of the standing offer, and the supplier's ability to meet deadlines. | Con | nmer | nts: | | | | | | | | |
| 4. | Was the work performed in accordance | 10 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 2 | 1 | |
| | with the requirements specified in the statement of work? | Con | nmer | nts: | | | | | | | | |

| 5. Please rate the quality of communication between the | 10 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 2 | 1 | |
|---|------|------|------|---|---|---|---|---|---|---|--|
| department and the supplier. | Corr | nmer | nts: | | | | | | | | |
| 6. Were all administrative documents received in accordance with the | 10 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 2 | 1 | |
| requirements of the standing offer? | Corr | nmer | nts: | | | | | | | | |
| Administrative documents can include but are not limited to: a. Invoices b. Progress reports c. Reports on use or business volume d. Meeting agendas and minutes e. Documentation and quality of work | | | | | | | | | | | |
| TOTAL | | /6 | 0 | | | | | | | | |

Overall Rating

Excellent: 54 and over Very Good: 42 to 53 Satisfactory: 30 to 41 Poor: 18 to 29 Unsatisfactory: 18 or less APPENDIX D

MANDATORY AND RATED CRITERIA

EVALUATION CRITERIA METHOD

Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the Evaluation Team. Proposals failing to adequately respond to the mandatory requirements will be excluded from further considerations. Only proposals found to meet the mandatory requirements will be evaluated for additional rated requirements. Your technical proposal should address each of the requirements in the order in which they appear and indicate where in the proposal it is referred to.

Mandatory Criteria

Bidding firms must show that they have the following expertise:

| <u>#</u> | MANDATORY CRITERIA | <u>MET</u> (Yes/No) |
|----------|---|------------------------|
| M1 | The Bidder must prove that it has been in business for at least the last five (5) years. | |
| М2 | The Bidder must demonstrate competency in health and safety as recognized by a Canadian and international body. | |
| М3 | The Bidder must demonstrate that it Operates a Quality Management System which complies with the requirements of ISO 9001 (i.e. provide copy of Certificate of Registration clearly showing certificate number) | |
| <u>#</u> | MANDATORY PERSONNEL EXPERIENCE | <u>MET</u> (Yes/No) |
| М4 | The Bidder must demonstrate that they have access to a team of Health & Safety professionals such as a certified Hygienist, Ergonomic Specialists, Equipment Guarding, Materials Management and Generalists. To demonstrate compliance with this criterion, the Bidder must include within their proposal a copy of the accreditation for each category mentioned above. | |
| М5 | The Bidder must demonstrate that the proposed resource(s) has a minimum of 3 years experience within the past six years in delivering Occupational Health and Safety training sessions for the following training courses (theory and practical training portion for applicable courses):1.Lock out Tag out2.Confined Spaces – Awareness and Entry3.Counterbalance Forklift and Propane Handling4.Raymond Reach and Narrow Aisle5.Overhead crane hoist and rigging safety6.WHIMIS7.First Aid CPR/Automated External Defibrillation8.Fall Protection9.Aerial Manlifts/Power Elevated Work Platforms (for Denka and Genies)10.Workplace inspections11.Managing hazards | |

| 12. Accident investigation | |
|---|--|
| 13. Workplace Health and Safety Committee | |
| **This list of training courses is for bidding purposes and is not to be construed as a complete list of possible training course requests during the contract period. | |
| To demonstrate compliance with this criterion, the Bidder must include within their proposal a detailed Curriculum Vitae (CV) for the proposed resource(s). | |
| The CV or proposal must include: | |
| a) descriptions of the relevant project experience (including years/months of engagement); | |
| b) chronological work experience (indicated in years/months); and | |
| c) a detailed listing of the academic and professional attainments of each | |
| proposed resource. | |

Rated Criteria

In order to qualify for the rating process, proposals should respond to the following rated requirements in the order shown and should clearly indicate in the Bidder's proposal where it is referring to.

| <u>#</u> | Technical Rating Criteria | Points | Score |
|----------|---|--------|-------|
| R1 | Has previous experience providing similar types of training (as indicated in M5) Each year of experience = 1 point (up to a maximum of 10 points) | 10 | |
| R2 | Submit a copy of the company's profile & background underlining years in business, size and profile - <i>Related Experience: 15 years or more = 15 points</i> Minimum 5 years of experience 1 point for every year up to a maximum of 15 points - <i>Business size: 30 employees or more = 5 points</i> 15-29 employees = 5 points 1-15 employees = 3 points | 20 | |
| R3 | The prime Bidder (contractor) must provide a minimum five (5) references for similar projects completed, along with contact information that have occurred within the past five (5) years. 5 or more references = 10 points 2-4 references = 5 points less than 2 references = 0 points | 10 | |
| | TOTAL POINTS | 40 | |
| | Minimum required points | 20 | |