



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p>	<p>Title – Titre PREPARE MATERIAL AND PROVIDE IN-CLASS TRAINING SESSIONS FOR WRITING EFFECTIVE BRIEFING NOTES.</p>	
<p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p>	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP K2A00-14-0005</p>	
<p>Environment Canada (BIDS) Mailroom 171 Jean-Proulx Gatineau, Quebec J8Z 1W5</p>	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2014-10-30</p>	
<p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p>	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 2:00 P.M. on – le 2014-11-21</p>	<p>Time Zone – Fuseau horaire</p> <p><i>EDT</i></p>
<p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p>	<p>F.O.B – F.A.B</p>	
<p>SOUMISSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Address Enquiries to - Adresser toutes questions à Josée Francoeur</p>	
	<p>Telephone No. – N° de téléphone 819-938-4855</p>	<p>Fax No. – N° de Fax 819-938-4855</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</p>	
	<p>Destination - of Services / Destination des services</p> <p>Jean-Guy Morais Manager, Horizontal Management Initiatives 351 Saint-Joseph Blvd., Gatineau, Quebec K1A 0H3 Canada</p>	
	<p>Security / Sécurité</p> <p><i>N/A</i></p>	
	<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>	
	<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>
	<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>	
	<p>Signature</p>	<p>Date</p>

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PREPARE MATERIAL AND PROVIDE IN-CLASS TRAINING SESSIONS FOR WRITING EFFECTIVE BRIEFING NOTES.

PART 1 – GENERAL INFORMATION

1. Security Requirement

1.1 There is no security requirement associated with this requirement.

2. Statement of Work

The Work to be performed is detailed in Annex “A” Statement of Work.

3. Debriefings

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

PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the PWGSC *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety

Insert: “send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: "Environment Canada"

At Section 07 Delayed Bids:

Delete: "PWGSC"

Insert: "Environment Canada"

At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

Insert: "Bids may be submitted by facsimile if specified in the bid solicitation."

At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:

Delete: In their entirety

Insert: "Deleted"

At Section 17 Joint Venture, Subsection 17 (1) b.:

Delete: "the Procurement Business Number of each member of the joint venture,"

Insert: "Deleted"

At Section 20 Further Information, Subsection 20 (2):

Delete: In its entirety

Insert: "Deleted"

At Section 05 Submission of Bids, Subsection 05 (4)

Delete: "sixty (60) days"

Insert: "one hundred and twenty (120) days"

2. Submission of Bids

- 2.1** Bids must be submitted to Environment Canada (EC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

3. Former Public Servant – Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

- a. an individual;

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

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

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

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

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority 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 Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Applicable Laws

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

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

6. Ownership of Intellectual Property

Environment Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to the Contractor.

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (___3___ hard copies)

Section II: Financial Bid (___1_ hard copies)

Section III: Certifications (___1___ hard copies)

Section IV: Additional Information (_1__hard copies)

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

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

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

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

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

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will carry out the Work

Section II: Financial Bid

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

1.1 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for each task to complete the work, as applicable:

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The

- bidders should indicate the number of hours in one working day.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
 - (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
 - (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
 - (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
 - (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in the resultant contract in part 6 of the bid solicitation.
 - (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

1.2 Bidders should include the following information in their financial bid:

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III - Certifications

1. Certifications Required Precedent to Contract Award

Bidders must provide the required certifications Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

1.1 Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

1.2 Technical Evaluation

1.2.1 Mandatory Technical Criteria

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described below - Bid Evaluation Criteria.

	Mandatory Criteria	Met/Not Met
M1	M1. The contractor must be capable of developing, and delivering briefing note writing courses to federal government employees in French and English.	

1.2.2 Point Rated Technical Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described below - Bid Evaluation Criteria.

	Rated Criteria	Maximum Score	Score
1. UNDERSTANDING OF THE REQUEST FOR PROPOSAL (MAX. 6 POINTS) MINIMUM REQUIRED: 3 POINTS	R1. Does the proposal indicate a clear and logical understanding of the objective and Statement of Work? The proposal clearly demonstrates the objectives and statement of work in a logical fashion. The proposal demonstrates the objectives and statement of work, but not in a clear and logical manner. The proposal does not demonstrate the objective and statement of work at all.	Max. 6 points 6 3 0	
2. WORK PLAN, APPROACH &	R2. A) Does the work plan identify milestones and how the Contractor will satisfy the	A) Max. 12 points	

<p>METHODOLOGY (MAX. 36 POINTS) MINIMUM REQUIRED FOR R2 A) AND B): 24 POINTS</p>	<p>requirements in the Statement of Work? <i>(partial points will be awarded in R2 A) as indicated in this section)</i></p> <p>The proposal clearly identifies the milestones, timelines and deliverables for all of the requirements in the Statement of Work.</p> <p>The proposal is missing information related to the milestones, timelines and deliverables for some of the requirements identified in the Statement of Work.</p> <p>The proposal is missing information related to the milestones, timelines and deliverables for many of the requirements identified in the Statement of Work.</p> <p>The proposal is missing information related to the milestones, timelines and deliverables for all of the requirements identified in the Statement of Work.</p> <p>R2. B) Are the presented approach and methodology logical, thorough and well defined for each of the tasks in the Statement of Work? <i>(partial points will be awarded in R2 B) as indicated in this section)</i></p> <p>All of the six points below are satisfied:</p> <p>(1) The presented approach is logical and thorough.</p> <p>(2) The presented approach is well defined.</p> <p>(3) The steps in the presented methodology are logical and thorough.</p> <p>(4) The steps in the presented</p>	<p>12</p> <p>8</p> <p>4</p> <p>0</p> <p>B) Max. 24 points</p> <p>24</p>	
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	<p>methodology are well defined.</p> <p>(5) Potential challenges are clearly identified.</p> <p>(6) Potential solutions to challenges are addressed.</p> <p>Any one of the points above is not satisfied, but the remaining five points are satisfied.</p> <p>Any two of the points above are not satisfied, but the remaining four points are satisfied.</p> <p>Any three of the points above are not satisfied, but the remaining three points are satisfied.</p> <p>Any four of the points above are not satisfied, but the remaining two points are satisfied.</p> <p>Any five of the points above are not satisfied, but the remaining one point is satisfied.</p> <p>None of the points above is satisfied.</p>	<p>20</p> <p>16</p> <p>12</p> <p>8</p> <p>4</p> <p>0</p>	
<p>3. PROJECT TEAM EXPERIENCE (MAX. 35 POINTS)</p> <p>R3 A): MINIMUM 10 POINTS</p> <p>R3 B): MINIMUM 10 POINTS REQUIRED</p>	<p>R3. A) Does the project team’s cumulative experience make it well suited to complete the assignment? <i>(partial points will be awarded in R3 A) as indicated in this section)</i></p> <p>How many total years of experience does the project team (excluding the project manager) have on delivering briefing note writing courses for the federal government? Experience must be clearly described in the proposal.</p> <p>1 point per year</p> <p>R3. B) Does the project manager have the appropriate experience and skill set to manage projects of this nature? <i>(partial points will be awarded in R3 B) as indicated in this section)</i></p>	<p>A) Max. 15 points; Min. 10 points</p> <p>B) Max. 15 points; Min. 10 points</p>	

<p>R3 C): MINIMUM 2 POINTS REQUIRED</p>	<p>How many projects related to the delivery of briefing note writing courses for the federal government has the Project Manager performed in the past 7 years?</p> <p>To be awarded points, a project description must contain at a minimum the following information:</p> <ul style="list-style-type: none"> • Project title, client name and industry sector; • Planned and actual dollar values; • Planned start and finish dates and actual start and finish dates; • Nature of services provided for the project or study, methodologies and approaches employed; • Project team members involved and their roles; • Summary of the project; and • Name of contact who may be contacted as a reference. <p>5 points per project (Minimum of 10 points)</p> <p>R3. C) How many years of experience does the project manager have on the delivering briefing note for Senior Executives? Experience must be clearly described in the proposal.</p> <p>1 point per year</p>	<p>C) Max. 5 points Min. 2 points</p>	
<p>TOTAL POSSIBLE POINTS</p>	<p>An overall score of 54/77 (70%) is also required</p>	<p>77 (minimum required: 54 / 77)</p>	

	<p>Criteria An overall score of 54/77 (70%) is also required</p>	<p>Maximum Score</p>	<p>Minimum Score required</p>
<p>R1</p>	<p>UNDERSTANDING OF THE REQUEST FOR PROPOSAL</p>	<p>6</p>	<p>3</p>
<p>R2</p>	<p>WORK PLAN, APPROACH and METHODOLOGY</p>	<p>A) 12 B) 24</p>	<p>24 (for both A and B)</p>

R3	PROJECT TEAM and PROJECT MANAGER'S EXPERIENCE	A) 15 B) 15 C) 5	A) 10 B) 10 C) 2

1.3 Financial Evaluation

1.3.1 Evaluation of Price

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

2. Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive.

Selection of Contractor (Highest combined technical merit (70%) and price (30%))

For a proposal to be deemed technically compliant, a bid must:

- a) comply with all the requirements of the bid solicitation;
- b) meet all of the mandatory criteria;
- c) obtain the required minimum in each of the Technical Evaluation Criteria which are subject to point rating.
- d) obtain the required minimum of **54 points (70%)** as an **OVERALL score** for the Technical Evaluation Criteria. The rating is performed on a scale of **77 points**.

Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the highest combined rating of Technical (70%) merit and price (30%) will be recommended for award of a contract.

In the event of a tie, the proposal receiving the highest score for the technical evaluation will be selected.

Example of Highest Combined Rating of Technical Merit and Price

The **responsive (compliant) Bidder with the highest combined rating of technical merit and price will be recommended for award of a contract.** In this example, technical merit and price weighting are **70% and 30%** respectively. Contractor Selection Method is based on the Responsive Bidder achieving the **highest total points.**

Formula:

Bidder's Rated Score	x 70	+	Lowest Bidder Price	x 30
Maximum Possible Score			Bidder's Price	

Example:

Description	Bidder A	Bidder B	Bidder C
Bidder Technical Points Received	137	110	127
Bidder Proposed Price	\$39,000	\$28,000	\$33,000

Final Evaluation Score Calculation:

Bidder	Points for Technical Score	Points for Price	Total Points
Bidder A	$(137 / 146) \times 70 = 65.68$	$(28,000 / 39,000) \times 30 = 21.53$	87.21
Bidder B	$(110 / 146) \times 70 = 52.73$	$(28,000 / 28,000) \times 30 = 30$	82.73
Bidder C	$(127 / 146) \times 70 = 60.89$	$(28,000 / 33,000) \times 30 = 25.45$	86.34

In this example, Bidder A will be recommended for Contract award.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

2.2 Education and Experience

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

PART 6 - RESULTING CONTRACT

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

Title: PREPARE MATERIAL AND PROVIDE IN-CLASS TRAINING SESSIONS FOR WRITING EFFECTIVE BRIEFING NOTES.

1.1 There is no security requirement associated with this requirement.

2. Statement of Work

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PWGSC *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2014-09-25) General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers' Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to **March 31st, 2015** inclusive

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Josée Francoeur

Title: Contracting Officer

Environment Canada
NCR Procurement and Contracting
Finance Branch
351 St-Joseph Blvd.
Gatineau, Quebec

Telephone: 819-938-4855
E-mail address: josee.francoeur@ec.gc.ca

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

5.2 Technical Authority (*To be disclosed upon contract award*)

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

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

5.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive

disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$ _____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.
- (b) No increase in the total liability 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 Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (i) when it is 75 percent committed, or
 - (ii) four (4) months before the contract expiry date, or
 - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- (c) If the notification is for inadequate contract 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 Canada's liability.

7.3 PWGSC SACC Manual clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department.

8 Invoicing Instructions

8.1 Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

9. Certifications

9.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a **condition** of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

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

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) Modified 2010B General Conditions - Professional Services (Medium Complexity) (2014-09-25)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s).*)

ANNEX A

STATEMENT OF WORK

PREPARE MATERIAL AND PROVIDE IN-CLASS TRAINING SESSIONS FOR WRITING EFFECTIVE BRIEFING NOTES.

PURPOSE

Prepare material and provide in-class training sessions and reference documents to the employees, managers and directors of the Environmental Stewardship Branch (ESB) on the preparation of briefing materials.

BACKGROUND

The Environmental Stewardship Branch (ESB) is one of Environment Canada's largest branches, comprised of 6 directorates that deliver programs and regulations related to environmental issues such as species at risk, protected areas, migratory birds, chemicals and waste, water pollution, air pollution and GHGs, environmental emergencies, and environmental assessments.

Briefing materials, including memoranda to the Deputy Minister and Minister, are a key internal communication and decision making tool used by ESB. Briefing materials are most often drafted by subject matter experts and reviewed by managers, Directors and Directors General before being presented to the Assistant Deputy Minister (ADM) for approval.

The ADM has identified a need to train branch employees, managers and directors in briefing material preparation to improve the overall quality of briefing materials.

SCOPE

- Develop in-class sessions for delivery to a maximum of 650 employees,
- Create and provide a reference manual on briefing note writing for continued use by ESB employees.
- Deliver up to 20 1-day sessions in the National Capital Region, and up to 10 1-day sessions in regional offices(arrange, with assistance from ESB ADMO, video or other means to engage employees from smaller regional offices in regional sessions), and up to 7 half day sessions for executives in the National Capital Region.
- Provide up to 40 hours of one-on-one or small group follow up coaching sessions to employees, managers and directors identified as requiring additional assistance (remotely via teleconference or videoconference when outside the National Capital Region).
- In-class and coaching sessions will be delivered in French or English as required.
- Translation of material will be the responsibility of the Environmental Stewardship Branch.

OBJECTIVES

Provide training and guidance documents to the employees, managers and directors in ESB that:

- Highlights employee, manager and director responsibilities with respect to briefing materials,
- Familiarizes them with the purpose for which, and context in which, departmental briefing materials are used,
- Familiarizes them with the various forms of briefing materials, departmental templates and guidance documents, and their respective purposes,

- Familiarizes them with the roles and responsibilities of senior executives in reviewing/approving briefing materials as well as their specific expectations about content and structure,
- Familiarizes them with the processes (including service standards) relevant to briefing material production,
- Provide employees with guidance on preparing high quality, effective briefing materials.

PROJECT DESCRIPTION AND DELIVERABLES

The contractor will develop in-class sessions, focused on the objectives identified above, for delivery to a maximum of 650 employees, managers and directors in both the National Capital Region and Regional offices.

The contractor will create and provide a reference manual on briefing note writing for continued use by ESB employees.

The contractor will arrange and deliver course to employees, managers and directors.

The contractor will provide one-on-one or small group follow up coaching sessions to employees, managers and directors identified as requiring additional assistance.

DELIVERABLES

1. Within 3 weeks after signing the contract, the contractor will submit, in English, draft in-class training session plan and draft reference document for review/comment by the Senior Advisor, Assistant Deputy Minister's Office, Environmental Stewardship Branch.
2. Within 3 weeks after receiving feedback from the Senior Advisor, the contractor will submit the final in-class training session plans and reference documents electronically to the Senior Advisor.
3. The consultant will deliver formal in-class group training sessions in French and English; in the National Capital Region and in a maximum of 8 regional offices including:
 - o formal in-class training sessions of 7.5 hours in length to be delivered to employees and managers in the National Capital Region and in Regional Offices between September 2014 and February 1st, 2015, and,
 - o formal in-class training sessions of 4 hours in length to be delivered to directors in the National Capital Region between September 2014 and February 1st, 2015
4. The contractor will provide up to 40 hours of one-on-one or small group follow up coaching sessions to employees, managers and directors (the project manager will provide the names to the contractor). These sessions will be delivered in the official language of the employee's choice, in the National Capital Region or by phone or video conference to the regional employees, and within 6 weeks of the employee receiving in-class training.
5. The contractor will provide periodic progress updates and indicate if the proposed schedule requires adjustment.

TRAVEL

The rates and allowances to be reimbursed for government business travel are stipulated in the Treasury Board *Travel Directive*. Travel expenses must be treated as an amount payable under the contract for services rendered. All travel expenses payable should be specified and the costs should be included as

part of the overall cost of the contract. Only original receipts will be accepted from the contractor; photocopies of hotel bills, air tickets, etc. are not claimable.

Itinerary for Regions	City	Number of full day Sessions required by regions	Language (French or English)	Number of staff
Trip 1 (3 nights)				
Ottawa-Montreal	Montreal	1 session	French	21
Montreal-Quebec	Quebec	1 session	French	19
Quebec-Ottawa				
Trip 2 (5 nights)				
Ottawa-Edmonton	Edmonton	1 session	English	17 (plus video with 6 from Winnipeg, 2 from Regina)
Edmonton - Vancouver	Vancouver	2 sessions	English	36 (plus video with 9 from Yellowknife, 7 from Whitehorse)
Vancouver-Ottawa				
Trip 3 (3 nights)				
Ottawa-Dartmouth	Dartmouth	1 session	English	28
Darmouth-Sackville	Sackville	1 session	English	16
Sackville-Ottawa				
Trip 4 (4 nights)	Toronto / Burlington			
Ottawa-Toronto		3 sessions (two in Downsview, one in Burlington OR – 2 session in Downsview with Burlington linked by video)	English	50 (40 at Downsview, 10 in Burlington)
Toronto-Ottawa				

PERIOD OF CONTRACT

The period of the Contract will be from date of Contract award to **March 31st, 2015** inclusive.

TRAVEL

Travel will be necessary in order to deliver in class group training in Regions.

PROJECT BUDGET

Environment Canada has established funding for this project at a maximum amount of **\$50,000** excluding GST or HST and including an amount of **\$10,000** for travel in order to deliver in class group training in regions. This budget covers the period from date of contract award to a contract completion date of March 31, 2015.

PROPOSAL INSTRUCTIONS

MANDATORY AND RATED REQUIREMENT

To be considered, a proposal must respect all of the following requirements:

Evaluation of proposals

The proposals should describe in sufficient detail the technical qualifications and relevant experience of the Contractor and key professional staff (as applicable), and sources of reference data/information cited in the proposal.

Understanding of the project

The proposal must clearly demonstrate an understanding of the work to be undertaken, why it has been requested and its possible challenges.

Approach and methodology

A description of the technical approach, methodology and data sources to be used should be included. The proposed approach, methodology and specific steps undertaken to meet each output in the Statement of Work must be presented in detail, and must state which key personnel will be assigned to each task. The proposed approach and methodology must be technically feasible.

Advantages of the proposed approach should be presented.

Possible problems and challenges that could arise that would impact the quality and/or delivery of the project should be presented, with realistic solutions.

ANNEX B

BASIS OF PAYMENT

During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

In accordance with Part 4 Evaluation Procedures and Basis of Selection, Bidders must provide a maximum firm all inclusive rate. The Firm all-inclusive rate must include all costs associated with the services including the costs associated with the resource's preparation time, the administrative overhead and the profit. The firm all-inclusive per diem rate must be exclusive of all applicable taxes.

a.) Total costs for completion of the work described in Annex "A" : \$ _____

b.) Travel Expenses: \$ _____

c.) Administrative Expenses:

(Courier, long distance calls, reproduction, set-up fees, shipping cost, etc.). \$ _____

d) TOTAL PROPOSAL PRICE \$ _____
(Canadian Currency) (Total of a + b + c above)
+ G.S.T. \$ _____
TOTAL: \$ _____

TRAVEL AND LIVING EXPENSES

The Contractor will be reimbursed pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

The travel and living expenses will be pre-authorized by the Technical Authority
All payments are subject to government audit.