



<p><b>RETURN BIDS TO:</b> <b>RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</b></p>  <p><b>BID SOLICITATION</b> <b>DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT CANADA</b></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><b>SOUMISSION À:</b> <b>ENVIRONNEMENT CANADA</b></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><b>Title – Titre</b></p> <p><b>Specialized Technical Training to the Compliance Promotion Team of the Environmental Emergencies Program</b></p>	
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b></p> <p><b>K2A71-14-0004</b></p>	
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b></p> <p><b>2014-11-18</b></p>	
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b></p> <p><b>at – à 3:00 P.M.</b> <b>on – le 2014-12-02</b></p>	<p><b>Time Zone – Fuseau horaire</b></p> <p><b>EST</b></p>
	<p><b>F.O.B – F.A.B</b></p>	
	<p><b>Address Enquiries to - Adresser toutes questions à</b> Mitchel Easey Mitchel.easey@ec.gc.ca</p>	
	<p><b>Telephone No. – N° de téléphone</b> <b>819-938-4857</b></p>	<p><b>Fax No. – N° de Fax</b> <b>819-938-4848</b></p>
	<p><b>Delivery Required (2015-03-31)</b></p>	
	<p><b>Destination - of Services / Destination des services</b> <b>National Capital Region (NCR)</b></p>	
	<p><b>Security / Sécurité</b> <b>Enhanced Reliability</b></p>	
	<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>	
	<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>
	<p><b>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)</b></p> <p><b>Signature</b> <span style="float: right;"><b>Date</b></span></p>	

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## **Specialized Technical Training to the Compliance Promotion Team of the Environmental Emergencies Program**

### **PART 1 – GENERAL INFORMATION**

#### **1. Security Requirement**

- 1.1 There is a security requirement associated with this requirement.
- 1.2. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

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

The Work to be performed as described in Annex “A”.

#### **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. Basis for Canada's 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 Canada, on the following grounds:

- The main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

## **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 copy)

Section III: Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). 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 the following elements for each milestone described in Annex "B" of 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.

The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:

- (i) Work described in Part 6, Resulting Contract of the bid solicitation required to be performed within the National Capital Region (NCR) The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: [http://laws-lois.justice.gc.ca/eng/acts/N-4/;](http://laws-lois.justice.gc.ca/eng/acts/N-4/))
- (ii) Travel between the successful bidder's place of business and the NCR and
- (iii) The relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.)

- (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.

	<b>Mandatory Criteria</b>	<b>Met/Not Met</b>
<b>M1</b>	The team lead and at least one other team member must possess a degree in engineering, environmental science or a discipline related to process safety management.	



<p>MINIMUM REQUIRED: 10 POINTS</p>	<p><b>R3. The proposal provides a detailed schedule and work plan which demonstrates a commitment to meeting the project objectives and deliverables on time. (15 points maximum, partial points may be given as indicated)</b></p> <p><input type="checkbox"/> Proposal clearly identifies the major tasks and sub-tasks, timelines and deliverables for all of the requirements in the Statement of Work</p> <p><input type="checkbox"/> Proposal clearly identifies the major tasks, timelines and deliverables for most of the requirements in the Statement of work, but is missing some details</p> <p><input type="checkbox"/> Proposal clearly identifies the tasks, timelines and deliverables for some of the requirements in the Statement of Work, but is missing many details</p> <p><input type="checkbox"/> Proposal does not present a schedule and work plan</p>	<p>Max 15</p> <p>15</p> <p>10</p> <p>5</p> <p>0</p>	
<p>MINIMUM REQUIRED: 10 POINTS</p>	<p><b>R4. The proposal identifies all elements in the “Submission of Proposals” and how the contractor will achieve the objectives. (15 points maximum, partial points may be given as indicated)</b></p> <p><input type="checkbox"/> Proposal clearly identifies the major tasks and sub-tasks, timelines and deliverables for all of the requirements in the Statement of Work</p> <p><input type="checkbox"/> Proposal clearly identifies the major tasks, timelines and deliverables for most of the requirements in the Statement of work, but is missing some details</p> <p><input type="checkbox"/> Proposal clearly identifies the tasks, timelines and deliverables for some of the requirements in the Statement of Work, but is missing many details</p> <p><input type="checkbox"/> Proposal does not present a schedule and work plan</p>	<p>Max 15</p> <p>15</p> <p>10</p> <p>5</p> <p>0</p>	
<p><b>Maximum number of points: 50</b></p>	<p><b>Overall Passing mark: 36 points</b></p>		

<p><b>1. PROJECT TEAM EXPERIENCE</b></p> <p><b>(MAX. 50 POINTS)</b> <b>MINIMUM REQUIRED: 35 POINTS</b></p>	<p><b>R5. Do the number and types of projects and project experience make the Project Team (excluding Team Lead) well suited to complete the assignment? (20 points maximum, partial points may be given as indicated).</b></p> <p>a) How many training projects that are directly relevant to the <b>process safety management</b> expertise/topics stated in the <b>objectives</b> and the <b>statement of work</b> has the Project Team carried out over the last <b>ten years</b>?</p> <p>More than <b>7 training projects</b></p> <p><b>3 to 7 training projects</b></p> <p>Less than <b>3 training projects</b></p> <p>None</p> <p>b) How many training projects, that are directly relevant to anhydrous ammonia (as refrigerant and fertilizer) work, industry and sectors, has the Project Team carried out over the last ten years? <b>(10 points maximum, partial points may be given as indicated).</b></p> <p>More than <b>7 training projects</b></p> <p><b>3 to 7 training projects</b></p> <p>Less than <b>3 training projects</b></p> <p>None</p> <p><b>R6. Does the Team Lead have the appropriate experience and skill set to manage projects of this nature? (10 points maximum, partial points may be given as indicated).</b></p> <p>How many training projects that are directly relevant to anhydrous ammonia work or industry has the team lead developed over the last <b>ten years</b>?</p> <p>More than <b>7 projects</b></p> <p><b>3 to 7 projects</b></p> <p>Less than <b>3 projects</b></p>	<p><b>Max. 20 points</b></p> <p>20</p> <p>15</p> <p>6</p> <p>0</p> <p><b>Max. 10 points</b></p> <p>10</p> <p>7</p> <p>3</p> <p>0</p> <p><b>Max. 10 points</b></p> <p>10</p> <p>7</p> <p>3</p>	
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	None	0	
	<b>R7. Does the Team lead have the appropriate experience and skill set to manage projects of this nature? (10 points maximum, partial points may be given as indicated).</b>	<b>Max. 10 points</b>	
	How many training courses that are directly relevant to anhydrous ammonia work or industry, has the Team lead delivered over the last <b>ten years?</b>		
	More than <b>7 training courses</b>	<b>10</b>	
	<b>3 to 7 training courses</b>	7	
	Less than <b>3 training courses</b>	3	
	None	0	
<b>Total Possible Points</b>		<b>100</b>	

<b>Total Possible Points</b> <b>100</b>	<b>Passing Mark 71 points</b>		
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### 1.3 Financial Evaluation

For each category in which each resource's services are proposed, each resource will be awarded up to 30 points for the price competitiveness of the professional fees that they propose in that category. Points are calculated as an inverse ratio to the lowest fees quoted by all technically compliant resources, multiplied by 30 (see example below)

#### Example:

##### General

Resource A: Resource Per Diem Rate: \$1,100.00

Resource B: Resource Per Diem Rate: \$1,250.00

Resource C: Resource Per Diem Rate: \$1,450.00

Lowest Resource Average Per Diem rate of all technically compliant resources:  
\$1,100.00

Points allocated to price competitiveness only for **firms who met** the mandatory and technical criteria.

Resource A:  $1,100/1,100 \times 30 = 30$

Resource B:  $1,100/1,250 \times 30 = 26.40$

Resource C:  $1,100/1,450 \times 30 = 22.76$

**2. Basis of Selection**

To be declared responsive, a resource must:

- (a) comply with all the requirements of the RFP;
- (b) meet all mandatory technical evaluation requirements on which they submitted; and
- (c) obtain the minimum passing mark of 71 points for the point rated technical criteria.

Resources not meeting (a), (b) and (c) above will be declared non-compliant.

**Formula:**

In this formula, the Offeror’s Technical Score is the number of points achieved (maximum 80) in the assessment of the rated requirements.

**(SUGGESTED POINTS ONLY FOR CONSIDERATION):**

$$\frac{\text{Offeror's Rated Score}}{\text{Highest Rated Score}} \times 70 + \frac{\text{Lowest bid}}{\text{Other Offeror's Per Diem Rate}} \times 30 =$$

**Example:** (technical merit **(70%)** and price **(30%)**)

Description	Offeror A	Offeror B	Offeror C
Offeror Technical Points Received	80	70	60
Offeror Proposed Per Diem Rate	\$1,100.00	\$1,250.00	\$1,450.00

**Final Evaluation Score Calculation:**

Offeror	Points for Technical Score	Points for Per Diem Rate	Total Points
Offeror A	$(80 / 80) \times 70\% = 70$	$(1,100 / 1,100) \times 30\% = 30$	<b>100</b>
Offeror B	$(70 / 80) \times 70\% = 61.25$	$(1,100 / 1,250) \times 30\% = 26.40$	<b>87.65</b>
Offeror C	$(60 / 80) \times 70\% = 52.50$	$(1,100 / 1,450) \times 30\% = 22.76$	<b>75.26</b>

In this example, **Offeror A** will be recommended for contract award

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

## **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](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 (*at contract award, delete this sentence and insert the title*).

**Title:** Specialized Technical Training to the Compliance Promotion Team of the Environmental Emergencies Program

### **1. Security Requirement**

1.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

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

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

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the 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.

*Remarks to the Contracting Authority: 2010 B General Conditions Professional Services (Medium Complexity), as modified below, must be used for the procurement of services.*

**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."

**A. For professional services requirements where the deliverables are copyrightable works:**

**Canada to own Intellectual Property rights in Copyright**

**At Section 19 Copyright**

**Delete:** In its entirety

**Insert:**

1. In this section:  
"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.  
"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;  
"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;
2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must

incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the Copyright Act, R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.
5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

- B. For standard service requirements (ex.: manual services, snow or garbage removal, cleaning, window washing, maintenance, etc.) the general conditions 2010 B General Conditions Professional Services (Medium Complexity), must be modified as follows:**

**At Section 06 Subcontracts**

**Delete:** paragraphs 1, 2, and 3 in their entirety.

**Insert:** "The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor."

**At Section 19 Copyright**

**Delete:** In its entirety

**Insert:** "Deleted"

**4. Term of Contract**

**4.1 Period of the Contract**

The period of the Contract is from contract award to March 31, 2015 inclusive.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Mitchel Easey  
Title: Senior Procurement and Contracting Officer  
Environment Canada  
Procurement and Contracting  
Address: 351 St-Joseph, 4th floor

Telephone: (819) 938-4857  
Facsimile: (819) 938-4848  
E-mail address: mitchel.easey@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**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ plus applicable taxes.

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

### **7.2 Limitation of Expenditure**

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ plus applicable taxes.
- (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 Milestone Payments

- (a) Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if:
- (i) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (ii) all such documents have been verified by Canada;
  - (iii) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

### 8.2 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

<b>Milestone Description</b>	<b>Deliverable item</b>	<b>Firm Milestone Amount</b>	<b>Delivery date</b>
1. Submission and acceptance of the draft outline and learning objectives.	Learning Objectives	25% of the total professional fees	30 calendar days after contract award
2. Submission and acceptance of the draft training materials and the draft of the enhanced guidance document for E2 plans.	Enhanced guidance document for E2 plans	25% of the total professional fees	60 calendar days after contract award

<p>3. The delivery of the final training materials and the final version of the enhanced guidance document for E2 plans to the project authority and to the project team and successful delivery of the training course.</p>	<ul style="list-style-type: none"> <li>- Final Training Material</li> <li>- Final version of the enhanced guidance document (E2)</li> <li>- Delivery of Training Course</li> </ul>	<p>50% of the total professional fees</p>	<p>90 calendar days after contract award</p>
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## 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) Annex C, Security Requirements Check List
- (f) the Contractor's bid dated \_\_\_\_\_,

## ANNEX A

### STATEMENT OF WORK

#### Specialized Technical Training to the Compliance Promotion Team of the Environmental Emergencies Program

##### **Purpose:**

The contractor will deliver specialized technical training to the regional Compliance Promotion (ComPro) Officers of the Environmental Emergency Program (EEP) and to Enforcement Officers so they can understand, review and be able to provide technical guidance to regulatees on all elements of a process safety management (PSM) at industrial facilities that use, store or process anhydrous ammonia (CAS RN 7664-41-7), a regulated substance under the *Environmental Emergency Regulations* (E2 Regs). Successful training will improve officers' understanding of this industry and enhance the quality of their ComPro services and equip them with a complete set of tools to help them review all components of a process safety management system of a large or medium facility operating in Canada that stores or uses anhydrous ammonia (e.g., as a fertilizer refrigerant, or other use). Successful training will allow the Environmental Emergencies Program to adapt the training framework to other similar high rate E2 regulated substances when applicable.

The contractor will also prepare a document that details the required elements and recommended guidance for E2 plan ("enhanced guidance document for E2 plans") under the E2 Regs. This document will be specifically used by the regulated industry and will reflect the complete set of requirements under the *Environmental Emergency Regulations* (E2 Regulations) for developing such an E2 plan and is intended to augment our existing guidance that exists in our Implementation Guidelines. This document will be applicable to all substances listed in the E2 regulations.

##### **Background:**

The Environmental Emergencies Program protects Canadians and their environment from the effects of environmental emergencies through the provision of science-based expert advice and regulations. The E2 Regulations under the Canadian Environmental Protection Act, 1999 (CEPA, 1999) promote proper environmental emergency planning so that facilities using hazardous substances are able to prevent, prepare for, respond to and recover from an environmental emergency. The EEP has also developed and published *the Implementation Guidelines for the Environmental Emergency Regulations* which are intended for the use of any person who owns or has the charge, management, or control of a substance that may be required to have environmental emergency planning. These guidelines are designed to help regulatees better understand what E2 Regulations requirements are and how to comply with them.

The EEP ComPro team is composed of five officers where each is responsible for one of the five regions of Canada (Atlantic, Ontario, Quebec, Prairie and Northern, Pacific and Yukon). The ComPro team is responsible, among other things, for providing compliance promotion guidance related to E2 Plans prepared under the E2 regulations and also for answering technical questions regarding any component of these plans. The ComPro Team also supports

Environment Canada's Enforcement Officers with respect to inspecting industry conformity with the regulations.

Regulatees are required to identify the hazard and assess risks from any potential environmental emergency involving E2 substances and that can reasonably be expected to occur at the place and identify the measures to be used to prevent, prepare for, respond to and recover from such emergency. Anhydrous ammonia is an important substance for the E2 Regs as it represents over 15% of all E2 plans and a topic of many questions we receive from our regulatees.

**Scope:**

The scope of this contract is to provide advice and professional services in the planning, development and delivery of training material related to the process safety management of anhydrous ammonia in Canada. The work will include an overview of the key sectors that store or use anhydrous ammonia (e.g., as fertilizer, refrigerant or other) in Canada; national and international pertinent codes, standards, guidelines, regulations and laws; the origin of the risks and causes of major industrial accidents; technology and chemical processes relevant to anhydrous ammonia stored or processed by the key sectors.

The contractor must provide Environment Canada with a complete set of tools that compliance promotion officers for the *Environmental Emergency Regulations* and Enforcement Officers can use to review all components of a process safety management of a large or medium facility operating in Canada that stores or uses ammonia as a fertilizer or refrigerant. Complementary to other Canadian regulations that manage occupational safety within the place of work (on-site), the E2 Regulations require regulatees to identify hazard consequences to the general public and the environment outside the facility. Thus, the training must focus on elements of the PSM that may have off-site impacts.

The contractor must provide advice on the best format to present the material to ensure learning objectives (see "course outline & learning objectives" in Statement of work) of the course are met. The contractor is also responsible for developing examples or case studies as well as interactive learning exercises. The contractor must teach the complete course to the regional Compliance Promotion (ComPro) Officers and Enforcement Officers of Environment Canada (up to 25 participants).

The contractor must develop a guidance document for regulatees, including large and small businesses, on how to prepare an E2 plan under the E2 regulations. The contractor must research and summarize all information and provide examples for each element of an E2 plan (i.e., prevention, preparedness, response, and recovery). The document must also describe and provide examples for each of the requirements found under section 4(3) of the E2 Regs and consider the various hazard categories (explosives, inhalation toxicity, aquatic toxicity etc.) which an E2 plan may cover. The guidance document must be applicable generally to all substances in the E2 Regulations but examples and case studies must focus on the most common substances including propane, anhydrous ammonia, butane, n-pentane, gasoline, and chlorine, where appropriate. The contractor may use information from the training material described above, if appropriate, but the intent of the enhanced guidance document is to consider a broad range of hazard categories that could be related to any regulated substance.

## **Objectives:**

ComPro team is looking to acquire the appropriate knowledge and tools in order to provide advice to large and medium facilities that store or use anhydrous ammonia as fertilizer and as a refrigerant in Canada and to understand and evaluate the quality of all components of the process safety management systems of such facilities including the risk assessment and management of the stored/used/processed anhydrous ammonia.

Regulatees also require a guidance document, which the Contractor must produce, to help them understand how to prepare and what should be included in an E2 plan. This guidance document will be used by ComPro team to conduct compliance promotion activities.

## **Statement of Work (SoW):**

Tasks:

The Contractor shall carry out the tasks described as follows:

1. **Inaugural meeting**

The Contractor will be required to attend a kick-off meeting via teleconference or in-person in the National Capital Region (NCR) at the onset of the contract to discuss the proposed workplan.

2. **Work plan and schedule**

The contractor shall develop and submit a revised work plan and schedule to be followed in consultation with the Departmental Representative and the Project Team no later than 5 calendar days after kick-off meeting.

3. **Training Material for Class Room Style Course**

**a. Course Outline & Learning Objectives.**

Prepare a course outline that must include the major elements listed below. For each topic, clear learning objectives must be established keeping in mind that the primary audience for this course will be federal compliance promotion officers and Enforcement Officers. To better illustrate the concepts in process safety management for anhydrous ammonia, the outline must include examples, suggestions for case studies and interactive learning exercises; and, may include an actual visit of an industrial facility. The training must be designed as a 32 to 40-hour course delivered over 4 to 5 days as appropriate.

List of elements that must be covered by the training include, but are not necessarily limited to the following:

- i. Overview of the key sectors that use anhydrous ammonia as fertilizer and as refrigerant (e.g. fertilizer producers, food production and others) in Canada, including applicable federal, provincial and international related codes, standards, guidelines, regulations and laws as well as summary statistics about the sectors.
- ii. Overview of common equipment, processes, systems including controls, operating procedures and safe practices in anhydrous ammonia industry.
- iii. Specific risk assessment of anhydrous ammonia industry: hazards identification and risk analysis and risk evaluation.

- iv. Methods in process hazard analysis to identify potential sources of accidental releases including qualitative and/or quantitative methods such as HAZOP Study, Fault Tree Analysis, Event Tree Analysis, Risk Indices, etc.
- v. Estimate and analysis of potential off-site consequences, different worse and alternative release scenarios
- vi. Mechanical integrity of critical equipment including inspections, testing and preventive maintenance activities, codes, best practices, guidelines and standards
- vii. Incident investigations and root cause analyses
- viii. Chemical accident prevention measures, preparedness, response and exercising planning.
- ix. The information should focus on large and medium facilities that store or use anhydrous ammonia (e.g., as fertilizer or refrigerant) in excess of E2 quantity threshold (4.5 tonnes) in Canada
- x. Suggestions on the best methods for ComPro team to convey the learned best practices and safety management in this sector to regulatees.

**b. MS PowerPoint Presentation**

Prepare a MS PowerPoint document that presents detailed information clearly and concisely following the course outline. The presentation must follow a natural, logical progression of the learning material. The level of detail must be consistent with the learning objectives and the target audience. The presentation may be divided into several “learning modules” that align with the major themes in the course outline, for example, but formats, may be acceptable in consultation with the Departmental Representative. The presentation must also include speaker notes.

**c. Examples, Case-studies, and Interactive Learning Exercises**

In consultation with the Departmental Representative, examples of a particular method or technique, case studies and interactive learning exercises must be incorporated into the MS PowerPoint presentation to illustrate and reinforce important points, detail a particular situation and/or demonstrate a common problem. These exercises must incorporate time for group discussion..

**d. Prototype of Course Binder**

Prepare and deliver a prototype of the course binder that includes all material necessary to teach the course. The binder must include: title page, MS PowerPoint Presentation(s), interactive learning exercises, any additional supporting material (e.g., copies of relevant documents, handouts, books, CDs, technology and demo parts such as valves) and a course evaluation form. The contractor must provide a version of the training session that is appropriate for presentation as a webinar.

**4. Delivery of Training Session**

The contractor must deliver the complete training session in-person to E2 ComPro officers, Enforcement officers and other participants as identified by the departmental representative. The contractor must deliver the session at a date, time and location chosen in consultation with the Departmental Representative. If proposed by the Contractor during the bidding process, the training session must include a visit/tour of an actual industrial facility.

## 5. E2 plan Guidance Document

Development and delivery of an E2 guidance document which will be used by regulatees who are required to develop an E2 plan for any regulated substance. This document must provide technical guidance on how to elaborate an E2 plan based on requirements found in the E2 regulations and will contain information on all steps and elements required for a quality E2 plan. Information in the E2 plan must include but is not limited to the following:

- Introduction to requirements under the E2 regulations
- Hazard specification.
- Risks assessment: concepts, methodologies, applications
- Prevention measures, preparedness, response and recovery planning
- Risk communication

### **Project Deliverables:**

1. At the onset of the contract, the Contractor shall attend a kick-off meeting with the Departmental Representative and the Project Team via teleconference or in-person in the National Capital Region (NCR) to discuss the contract and proposed workplan (SoW :Task 1).
2. The contractor shall develop and submit a revised work plan and schedule to be followed in consultation with the Departmental Representative and the Project Team not later than 5 calendar days after the kick-off meeting. Periodic progress reports are to be made via e-mail/telephone with Departmental Representative and/or Project Team. A follow-up meeting or telephone conference call with the Departmental Representative and the Project Team will be held to review and solidify the work plan and schedule (SoW :Task 2). At that time, the contractor will be provided with any relevant materials related to the project.
3. The contractor shall submit draft learning objectives and course outline as well as draft outline of the enhanced guidance document for E2 plans for discussion with the Departmental Representative and the Project Team within 30 calendar days following award of contract (SoW :Task 3.a & 5).
4. The contractor shall submit draft training materials and enhanced guidance document for E2 plans for discussion with the Departmental Representative and the Project Team within 60 calendar days following award of contract. The training plan and materials must include, but are not limited to, all the items stated in Tasks 3 & 5 of the SoW.
5. The contractor shall submit the final training materials and enhanced guidance document for E2 plans for approval by the Departmental Representative and the Project Team within 90 calendar days following award of contract (SoW :Task 3.a & 5).
6. The contractor shall deliver the training session in-person to the EEP ComPro officers and Enforcement Officers in the National Capital Region at a location and date determined by the Departmental Representative. The training should be completed before March 31, 2015 (SoW :Task 4).
7. The contractor shall provide two copies of all Material/references used in the provided training and the enhanced guidance document for E2 plans no later than the last day of the

training. All material and references must be provided in electronic form (MS Word, PowerPoint, or EXCEL, Version 10, and PDF).

**Client Support:**

Environment Canada will provide the Contractor with the following:

- EEP will provide some statistics on anhydrous ammonia reporting facilities in Canada and on sectors that are regulated under the E2 Regulations for this substance.
- EEP will provide a place for the training at the planned date of the training.
- EEP and all of its ComPro Team staff will provide any information they have that could be used for the development of the E2 guidance.

**Milestone Payment:**

25% of the total professional fees will be paid following completion, delivery and acceptance of Deliverables #1, #2, and #3.

25% of the total professional fees will be paid following completion, delivery and acceptance of Deliverable #4.

50% of the total professional fees will be paid following completion, delivery and acceptance of Deliverables #5, #6, and #7.

**Project Cost:**

Environment Canada has established funding for this project at a maximum amount of \$50,000.00. This amount includes up to \$10,000 for travel for Deliverables 1 & 6. Travel expenses will be paid according to Treasury Board Policies and Guidelines. Amounts exclude applicable taxes.

Total value of contract not to exceed \$50,000.00 (excluding applicable tax).

This covers the period from date of award to the March 31<sup>st</sup>, 2015.

**Submission of Proposals:**

The proposal should describe in sufficient detail the technical qualifications and relevant experience of the contractor and key professional staff and sources of reference data/information.

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

**2. Technical Component**

The proposal should include a statement of understanding, of the work to be undertaken and why it has been requested.

The proposal should present a work plan and describe how the contractor would carry out the tasks to achieve the project objectives.

The contractor should include with the proposal a preliminary detailed list of the elements to be covered by the training, outline of the methodology and number of days proposed for the training.

## **2. Cost Component**

The cost quotation must identify the level of effort and estimated cost for each task in the work plan, the estimated cost of professional and support personnel, materials, equipment communications and supplies.

The total cost of this project shall not exceed \$50,000.00 (applicable tax is excluded) including up to \$10,000 for travel.

## **3. Company Expertise Component**

The proposal should identify:

- The professional staff to be assigned to the project and their expected contribution to the project,
- Staff experience directly relevant to the work
- Relevant company experience directly related to the work

### **Proposal Evaluation Criteria**

The Bidder with the highest combined rating for technical (70%) and price (30%) will be recommended for award of the contract. The combined rating (i.e. total points) will be determined using Equation 1 below. If no acceptable bids are received, Environment Canada has the right to not award this contract.

The proposal should include a detailed description of the approach, methodology and the work plan describing how the Contractor would carry out the work and the training to achieve the above objectives. Any relevant information to enable Environment Canada to adequately score the proposal based on the criteria listed below must be included.

**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.

## **ANNEX C**

### **SECURITY REQUIREMENTS CHECK LIST**

Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.