

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government Services Canada/Réception des soumissions Travaux publics et Services gouvernementaux Canada
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Bid Fax: (902) 496-5016

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Technician Service Training - CFSME	
Solicitation No. - N° de l'invitation W2037-150016/A	Date 2015-07-03
Client Reference No. - N° de référence du client W2037-15-0016	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-217-9564	
File No. - N° de dossier HAL-4-73082 (217)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-08-17	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Mosher, Gina	Buyer Id - Id de l'acheteur hal217
Telephone No. - N° de téléphone (902) 496-5324 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE BLDG H16, RM 312 P.O.BOX 17000 STN FORCES OROMOCTO NEW BRUNSWICK E2V4J5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9
Nova Scot

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

Solicitation No. - N° de l'invitation

W2037-150016/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-4-73082

Buyer ID - Id de l'acheteur

hal217

CCC No./N° CCC - FMS No/ N° VME

W2037-15-0016

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TITLE: To Provide Out-Service Training for Department of National Defence, Canadian Forces School of Military Engineering

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HAL217
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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work; the Basis of Payment; Information for Code of Conduct Certification, Mandatory and Technical/Management Evaluation Criteria; the Federal Contractors Program for Employment Equity – Certification, and any other annexes.

1.2 Summary

The Out-Service Training (OST) program is intended to augment the capability of the Canadian Forces School of Military Engineering (CFSME) to meet the mandate of the Department of National Defence (DND) to train construction engineering technicians of the Canadian Armed Forces (CAF). This scope of work (SOW) and subsequent contract will ensure that all aspects of the program requirements are formalized. It defines the requirement of CFSME for the provision of customized training of students at a post-secondary vocational institute.

Responsibilities

The responsibility for administering and conducting this customized educational training will rest entirely with the contracted Contractor. The responsibility for the management of the program rests with DND.

Program Description

This OST program will be conducted at a recognized, post-secondary vocational institute. The courses required to be delivered will involve the following construction technical trades, which are categorized and identified as Military Occupation Specification Identification (MOSID):

- a) MOSID 00301 Refrigeration & Mechanical Technician (RM Tech),
- b) MOSID 00302 Electrical Distribution Technician (ED Tech),
- c) MOSID 00303 Electrical Generation Systems Technician (EGS Tech),
- d) MOSID 00304 Plumbing & Heating Technician (PH Tech),
- e) MOSID 00305 Water, Fuels & Environment Technician (WFE Tech), and
- f) MOSID 00306 Construction Technician (Const Tech).

Enrolment

The maximum and minimum enrolments for each of the six trades are 16 and 8 students, respectively, per course. These figures are provided for proposal purposes only. DND cannot guarantee with any certainty the number of students that will be enrolled per course. Confirmation of the number of students will be promulgated 30 calendar days in advance of the forecasted course start date. All students that will be attending this program are members of the Regular and Reserve Force components of the CAF. The program will provide, at a minimum, instruction in English and provide French language assistance as required. Bidders able to deliver separate English and French courses will receive additional consideration.

Period of Work

This educational service contract will be performed during the period from date of contract award to 31 May 2018, with two (2) option periods to extend for an additional twelve (12) month period for the first option period and an eighteen (18) month period for the final option period, for a total of up to five (5) years and six (6) months. The first and second option periods will be 1 June 2018 to 31 May 2019 and 1 June 2019 to 30 November 2020, respectively.

For services requirements, Bidders must provide the required information as detailed in article 2.3 of Part 2 of *the bid solicitation*, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

This requirement is subject to NAFTA /AIT/ Canada FTA'S with Peru/Columbia/Panama.

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).

1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to PWGSC will not be accepted.

2.3 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 FPSs, 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 FPSs in receipt of a pension, as applicable:

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **ten (10) days 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.

2.5 Applicable Laws

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

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.

2.6 Basis for Canada's Ownership of Intellectual Property

The Department of National Defence 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:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid (two (2) hard copies)
- Section II: Management Bid (two (2) copies)
- Section III: Financial Bid (one (1) hard copy)
- Section IV: Certifications (one (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) (<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.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Management Bid

In their management bid, bidders must describe their capability and experience, the project management team and provide client contact(s).

Section III: Financial Bid

3.1.1 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.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section IV: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the "technical", "management" and "financial" evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Mandatory and point rated technical and management evaluation criteria are included in Annex "D"

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

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

4.2 Basis of Selection

4.2.1 Basis of Selection-Highest Combined Rating of Technical/Management Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum points specified **for each criterion. Maximum 150 points for the technical evaluation and 210 points for the management evaluation**, and
 - d. obtain the required minimum of **90 points** for technical evaluation criteria which are subject to point rating and a minimum of **126 points** for management evaluation criteria.

The rating is performed on a scale of **360 points**.

2. Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical/management merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical/management merit score, the overall technical/management score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.

5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical/management merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical/management score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical/management merit and price will be recommended for award of a contract.

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

Basis of Selection - Highest Combined Rating Technical/Management Merit (60%) and Price (40%)

	<u>Bidder 1</u>	<u>Bidder 2</u>	<u>Bidder 3</u>
Overall Technical/Management Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations:			
Technical/Management Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating	83.84	75.56	80.89
Overall Rating	1st	3rd	2nd

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.

5.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the

Contracting Authority will 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 specified will render the bid non-responsive.

5.1.1 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.

5.1.2 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources

5.1.3.2 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

PART 6 - FINANCIAL REQUIREMENTS

6.1 Financial Capability

SACC Manual clause [A9033T](#) (2012-07-16) Financial Capability

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the technical and management portions of the Contractor's bid entitled _____, dated _____.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to this Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract award to 31 May 2018, inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to an additional twelve (12) month period for the first option period and an eighteen (18) month period for the final option period, for a total of up to five (5) years and six (6) months. The first and second option periods will be 1 June 2018 to 31 May 2019 and 1 June 2019 to 30 November 2020, respectively. **The last six (6) months of the second option period is for course completion only.** The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Gina Mosher
Supply Specialist
Public Works and Government Services Canada
Atlantic

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1713 Bedford Row, P.O. Box 2247
Halifax, N.S. B3J 3C9
Telephone: 902-496-5324
Facsimile: 902-496-5016
E-mail address: gina.mosher@pwgsc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Contract is(To be included upon contract award):

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

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

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

7.5.3 Contractor's Representative(To be completed by bidders)

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

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

SACC Manual clause A3025C (2013-03-21) Proactive Disclosure of Contracts with Former Public Servants

7.7 Payment

7.7.1 Basis of Payment – Limitation of Expenditure

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 at Annex "B", to a limitation of expenditure of \$_____ (**Amount to be inserted at contract award**). Customs duties are included, and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ (**Amount to be inserted at contract award**). Customs duties are included, and Applicable Taxes are extra.
2. 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:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. 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.

7.7.3 Monthly Payments

SACC Manual clause H1008C (2008-05-12) Monthly Payments

7.7.4 SACC Manual Clauses

A9117C (2007-11-30) Direct Reporting by Customer Department
K3410C (2015-02-25) Canada to Own Intellectual Property Rights in Foreground Information

7.7.5 Time Verification

C0711C (2008-05-12) Time Verification

7.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

- a. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- b. copy of all reports on work if applicable.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.9 Certifications

7.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in [Nova Scotia](#).

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2035](#) (2014-09-25), General Conditions - Higher Complexity – Services;
- (c) Annex "A" Statement of Work
- (d) Annex "B" Basis of Payment
- (e) the Contractor's bid dated _____.

Solicitation No. - N° de l'invitation
W2037-150016/A
Client Ref. No. - N° de réf. du client
W2037-150016

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-4-73082

Buyer ID - Id de l'acheteur
HAL217
CCC No./N° CCC - FMS No./N° VME

7.12 Defence Contract

SACC *Manual* clause [A9006C](#) (2012-07-16) Defence Contract

7.13 Insurance

SACC *Manual* clause [G1005C](#) (2008-05-12) Insurance

Solicitation No. - N° de l'invitation
W2037-150016/A
Client Ref. No. - N° de réf. du client
W2037-150016

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-4-73082

Buyer ID - Id de l'acheteur
HAL217
CCC No./N° CCC - FMS No./N° VME

ANNEX "A"

STATEMENT of WORK

For

OUT-SERVICE TRAINING PROGRAM

**Construction Engineering Training Squadron
Canadian Forces School of Military Engineering
Combat Training Centre Gagetown
2014**

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- Annex F TP for MOSID 00306 Const Tech
- Annex G Tools & Eqpt for RM Tech courses
- Annex H Tools & Eqpt for ED Tech courses
- Annex I Tools & Eqpt for EGS Tech course
- Annex J Tools & Eqpt for PH Tech courses
- Annex K Tools & Eqpt for WFE Tech courses
- Annex L Tools & Eqpt for Const Tech courses

* Annexes A thru L are in electronic/CD format, and can be made available upon request.

1. INTRODUCTION

1.1. General

The Out-Service Training (OST) program is intended to augment the capability of the Canadian Forces School of Military Engineering (CFSME) to meet the mandate of the Department of National Defence (DND) to train construction engineering technicians of the Canadian Forces (CF). This scope of work (SOW) and subsequent contract will ensure that all aspects of the program requirements are formalized. It defines the requirement of CFSME for the provision of customized training of students at a post-secondary vocational institute.

1.2 Program Authority

The overall Program Authority (PA) responsible for the management of this service contract, on behalf of DND, is Commandant CFSME, Mitchell Building, Combat Training Centre Gagetown, PO Box 17000 Station Forces, Oromocto, NB E2V 4J5. His designated representative is Operations Officer CFSME.

1.3 Program Manager

The Program Manager (PM) in-charge of the daily administration of this service contract, on behalf of Commandant CFSME, is Officer Commanding Construction Engineer Training Squadron (OC CETS), Mitchell Building, Combat Training Centre Gagetown, PO Box 17000 Station Forces, Oromocto, NB E2V 4J5. His designated representatives are the CETS Second in Command (2IC) and the CETS Operations WO. Under their command is an on-site OST Course Administrator responsible for the day-to-day personnel administration of students, and to act as an immediate and direct link between the Contractor and DND.

1.4 Responsibilities

The responsibility for administering and conducting this customized educational training will rest entirely with the contracted Contractor. The responsibility for the management of the program rests with DND. The responsible agency for specific areas of this OST program is tabulated in Table 1.

Table 1. Responsibility Matrix.

Responsibilities	DND/ CFSME	Academic Contractor
CONTRACT ADMINISTRATION	✓	
Curriculum Authority	✓	
Curriculum Administration	✓	✓
Production Requirements	✓	
Candidate Selection	✓	
Command and Control of Training Detachment	✓	

1.5 Terminologies and Abbreviations

Explanation and meaning of terminologies and abbreviations are listed in Table 2.

Table 2. List of terminologies, acronyms and abbreviations.

5 CDSB	5 th Canadian Division Support Base
CETS	Construction Engineering Training Squadron – a sub-unit of CFSME responsible for training construction engineering

	technicians in the CF.
CF	Canadian Forces
CFB	Canadian Forces Base
CFSME	Canadian Forces School of Military Engineering – a training establishment responsible for training military engineers in the CF.
Const Tech	Construction Technician (MOSID 00306)
DND	Department of National Defence
DTT	Detailed TimeTable
ED Tech	Electrical Distribution Technician (MOSID 00302)
EGS Tech	Electrical Generating Systems Technician (MOSID 00303)
EO	Enabling Objective
In-House Training	Course conducted at CFSME.
LP	Lesson Plan
MOSID	Military Occupation Specification Identification – numerical designation to identify specific trades in the CF.
OC	Officer Commanding – senior officer in-charge of a squadron (eg; OC CETS).
OST	Out-Service Training – courses conducted outside of CFSME delivered by a civilian Contractor through a service contract.
PH Tech	Plumbing and Heating Technician (MOSID 00304)
PM	Program Manager
PO	Performance Objective
PPE	Personal Protective Equipment (eg; hardhats, ear defenders, etc).
RM Tech	Refrigeration and Mechanical Technician (MOSID 00301)
SOW	Scope of Work
TP	Training Plan
WFE Tech	Water, Fuel & Environment Technician (MOSID 00305)
CY	Contract Year (eg: 01 Sep 13 to 31 Aug 14)

2. OBJECTIVE

2.1 General

The purpose of this OST program is to provide members of the CF with construction engineering technical trades training at the apprentice level, which mirrors the training provided at CFSME.

3. SCOPE

3.1 General

The successful bidder, hereinafter referred to as the Contractor, will be required to provide the necessary academic and professional expertise to conduct and deliver the courses of this OST program. The program will conform to the Performance Objective / Enabling Objective (PO/EO) training plan (TP) requirements identified in Annexes A, B, C, D, E and F of this SOW as applicable to the course being delivered. These TPs along with academic supplies specifications (Annexes G, H, I, J, K or L to this SOW, as applicable) are included to assist in the preparation of the bidders' proposals and provide details on the requirements for each PO and EO. DND may negotiate with the Contractor to make collaborative arrangements with co-located military and/or civilian training establishments for complete or portions of courses if it is deemed appropriate and acceptable to the contracting authority, DND and the Contractor. TPs are subject to change through the length of the contract from amendments to the occupational trade specifications. In such a case, LP's and tests will be provided to the contractor.

3.2 Program Intent

Although it is the intent of DND that the successful bidder be capable of conducting one course per trade per contract year (CY), there is no guarantee that the annual intake of military trades personnel will support this. There is also the possibility that CF production requirements may require the Contractor to deliver more than one course per CY on a specific trade. This document details the generic requirements for the program and includes all (electronic copies available upon request) of the annexes that apply to the six possible technical trades courses that may be required annually.

3.3 Program Description

This OST program will be conducted at a recognized, post-secondary vocational institute. The courses required to be delivered will involve the following construction technical trades, which are categorized and identified as Military Occupation Specification Identification (MOSID):

- a) MOSID 00301 Refrigeration & Mechanical Technician (RM Tech),
- b) MOSID 00302 Electrical Distribution Technician (ED Tech),
- c) MOSID 00303 Electrical Generation Systems Technician (EGS Tech),
- d) MOSID 00304 Plumbing & Heating Technician (PH Tech),
- e) MOSID 00305 Water, Fuels & Environment Technician (WFE Tech), and
- f) MOSID 00306 Construction Technician (Const Tech).

3.4 Enrolment

The maximum and minimum enrolments for each of the six trades are 16 and 8 students, respectively, per course. These figures are provided for proposal purposes only. DND cannot guarantee with any certainty the number of students that will be enrolled per course. Confirmation of the number of students will be promulgated 30 calendar days in advance of the forecasted course start date. All students that will be attending this program are members of the Regular and Reserve Force components of the CF. The program will provide, at a minimum, instruction in English and provide French language

assistance as required. Bidders able to deliver separate English and French courses will receive additional consideration.

3.5 Courses Cancellation

Although it is the intent of DND to sponsor annual enrolment for the program, there is no guarantee these enrolment numbers will be met. Services will be requested from the Contractor on an as and when requested basis, and the Contractor will be paid only for the actual number of students that are enrolled per course per CY. See Section 8 for Costs. In addition, DND reserves the right to cancel or postpone a scheduled course in situations where the minimum course loading is not available to enroll in the training program. DND will notify the Contractor of such 30 calendar days in advance of the forecasted course start date. There will be no cost incurred, or any contractual commitment of a minimum expenditure, nor any penalty on the part of DND, in cases of course cancellation or postponement.

4. TASKS AND REQUIREMENTS

4.1 Academic Program

The **Contractor will provide** lectures, laboratory exercises and tutorials consistent with the level and duration of the Training Plan (TP) for the applicable trade. DND will provide the TPs, Lesson Plans (LPs) and exams to the **Contractor to ensure** that all specified POs and EOs are met. The academic **program will consist** of lectures, workshop training and laboratory work for a weekly total of 40 periods. Each **period will be** of 50 minutes in duration, with two 15 minute breaks and a 60 min lunch. See table 3 for suggested daily timetable.

Table 3. Daily timetable example.

DATE/DAY	TIME	PO/E O	SUBJECT	# PRD	INSTRUCTOR
Day 1	0820-0910	710	Perform Confined Space Entry	13	
Monday	0910-1000	710	Perform Confined Space Entry	14	
14 sept. 2009	1000-1015	710	Break		
	1015-1105	710	Perform Confined Space Entry	15	
	1105-1155	710	Perform Confined Space Entry	16	
	1155-1255		Lunch		
	1255-1345	710	Perform Confined Space Entry	17	
	1345-1435	710	Perform Confined Space Entry	18	
	1435-1450	710	Break		
	1450-1540	710	Perform Confined Space Entry	19	
	1540-1630	710	Perform Confined Space Entry	20	

4.2 Location

The **preferred location of instruction** for all students **will be** supplied within the three Maritime Provinces (New Brunswick, Nova Scotia, Prince Edward Island). Preference will also be given to bidders with facilities located within 50 km of a Canadian Forces Base (CFB) able to provide administration and logistic support to CFSME.

The use of military facilities including, but not limited to, the provision of the required standard for meals, lodging, transportation, medical, dental, social work and administrative support is required in order to ensure cost efficiency for this OST program. In addition, this program must factor in the Quality of Life for students who will be posted to, and have their dependents located at, 5th Canadian Division Support Base (5 CDSB) Gagetown for the duration of their course. The OST program location should be within a reasonable distance from 5 CDSB Gagetown in order to allow students to commute on weekends and holidays, at minimal cost to the individual. Furthermore, location of the Contractor must be accessible to CFSME staff that will, from time-to-time, monitor the conduct of course instructions and carry out routine military duties involving students attending the OST program.

4.3 Language of Instruction

Unless otherwise stated in the tender documents, **courses will be delivered** in English with French assist. The **bidders will indicate** clearly in the submitted proposal their ability to conduct training in English as applicable for the course in question. In addition, the **bidder will indicate** the ability to conduct courses with French assist capability. French assist is defined as instruction in English with the provision of continued French assistance to a student, or number of students, who has a primary language of French and a functional ability in English.

Bidders able to deliver and conduct separate courses in French will be given extra consideration. This ability should be clearly indicated in the proposal.

4.4 Academic Staff

Each **instructional staff member employed by the Contractor for this OST program will be** either certified or journeymen qualified in their respective trades and have a minimum of 5 years of current experience working in the field being taught. Previous instructional experience in the trades specified in this SOW or in a similar academic program will be considered an asset.

4.5 Contractor Accreditation

All **instructions will be** provided by an accredited academic institution. Previous experience in the provision of customized training to DND will be considered an asset.

4.6 Student/Instructor Ratio

The **Contractor will ensure** and adhere to the required student-to-instructor ratio specified for each PO/EO, and will indicate so in their detailed timetables (DTTs).

4.7 Classrooms and Laboratories

All classroom and laboratory **instructions will be** conducted at the Contractor's facilities unless mutually agreed upon between the Contractor and DND to have all or portions of the courses conducted elsewhere. The **Contractor will ensure** that the facilities allocated to the program:

- a) are comparable to those allocated to non-DND students attending full time studies;
- b) are located within the Contractor supplied facility;

c) have sufficient and adequate desks, chairs and instructional aids to accommodate all students;

d) have audio-visual equipment necessary to effectively deliver the courses; and

e) have instructional aids as per or comparable to Non-Expendable stores and equipment list, attached as Annexes G through L.

4.8 Class Enrolment

Class **enrolment will be** limited to students of this OST program, as provided by CFSME.

4.9 Monitoring

The **Contractor will allow** access for DND personnel to monitor classroom, workshop and laboratory instructions at pre-arranged times and/or otherwise.

4.10 Student Misconduct

All military personnel, including students of this OST program at all times and without exception, are subject to the National Defence Act, Code of Service Discipline, Queen's Regulations and Orders, and other administrative and disciplinary directives and guidelines issued by DND or the CF. Attendance and satisfactory performance are mandatory for OST program students. Without delay, the **Contractor will advise** verbally and in writing the OST Course Administrator immediately of all cases of academic misconduct, absenteeism, and habitual lateness, failure to complete assignments or other attitudinal and disciplinary issues.

4.11 Storage and Pedagogical Supplies

The **Contractor will provide** all pedagogical supplies (paper, pens, binders, etc). The **Contractor will provide** one individual locker sufficient to hold one set of personal clothing and equipment for each student. The **Contractor will provide** a self-contained, lockable storage area for tools storage based on 2 meters square per student. Lockers and storage facilities will be located near to or co-located with the respective classrooms or laboratories.

4.12 Facilities Access

The **Contractor will ensure** that OST students have access, at no cost to the students, to all normal institutional student services. Bidders should detail the specifics and availability of these facilities in their proposal.

4.13 Tutorial Assistance

The **Contractor will provide** tutorial assistance on a case-by-case basis. This tutorial **assistance will be** in addition to regular scheduled class time. Students requiring such **assistance will be** identified to the OST Course Administrator and **approval must first be sought** from the PM before any tutorial session is conducted. The **Contractor will specify** additional associated costs that may be incurred during the provision of any tutorial assistance. See Section 9 for Deliverables.

4.14 Expendable and Non-Expendable Stores

The **Contractor will provide** all expendable and non-expendable stores required for the conduct of the courses. The **Contractor will be** responsible for the life cycle management of all expendable and non-expendable stores associated with this program. The expendable and non-expendable stores that are required to conduct the courses at CFSME are provided as an example in Appendices 1 and 2 to Annexes G, H, I, J, K or L,

as applicable. These examples are based on CFSME facilities and may vary based on the facilities provided by the Contractor and which POs/EOs are conducted by the Contractor.

4.15 OST Administration Office

The **Contractor will provide** lockable office space that will be for the exclusive use of DND throughout the duration of the contract and subsequent contract extensions, on an as required basis, subject to Sub-section 8.3 of this SOW. This office space should be located in close proximity to the classrooms and laboratories, and **will consist of** a minimum one open office concept, **fully furnished work area** with 150 square feet for the members of the CFSME OST staff. In addition, **there will be** a minimum of one self-contained interview room, 100 square feet minimum, co-located with the office, which is assigned for the exclusive use of the CFSME OST staff. The interview room will double as a workstation for a member of the CFSME OST staff. The **Contractor will provide** also the following support services:

- a) a dedicated photocopier, including its repair and maintenance (paper and ink cartridges will be provided by DND);
- b) adequate lighting, heating, air conditioning, and electricity;
- c) daily mail pick up and delivery;
- d) daily office cleaning services; and
- e) access to staff washroom/shower facilities and individual lockers sufficient to hold personal clothing and equipment for OST staff members.

4.16 Information Technology Requirements

The **Contractor will provide** the following communication services, as a minimum:

- a) adequate desktop computer connection via a Local Area Network (LAN), with e-mail capability and access to the Internet, for each workstation in the office, including the interview room;
- b) two (2) telephone lines with long distance dialing capability, separate from the LAN connections (one line in the main office area, one line in the interview room); and
- c) one (1) dedicated phone line with long distance capability for a DND-supplied fax machine.

The **Contractor will provide** all necessary operational support, including installation and access maintenance of the above information technology (IT) services. DND will provide its own IT hardware, including complete personal computer workstations, printers, telephones and fax machine.

4.17 Office Storage/Auxiliary Room

The **Contractor will provide** a storage/auxiliary room for OST staff to store DND specific administrative supplies and auxiliary equipment, subject to Sub-section 8.3 of this SOW. This room will be lockable, close to the provided office space and accessible to military OST staff only. Approximate area for the storage/auxiliary **space must be** 12 square meters.

4.18 Staff Parking

The **Contractor will provide** one parking space exclusive and reserved for the OST staff vehicle located in close proximity to the allocated offices.

4.19 Production of Saleable Items

If, during the course of customized training, an item is built or produced and is deemed saleable and authorized by the PA, the **item may be** auctioned by the Contractor. Any funds realized from such a **sale will be** shared equally between CFSME and the Contractor. The CFSME portion will be offered as a credit toward the OST program to balance the annual cost of the contract. DND reserves the right to retain all saleable items for its own use or disposal as Crown assets.

4.20 Safety, Security and Environment

The Contractor will observe and enforce applicable health and safety regulations in accordance with Municipal, Provincial, Federal and/or Departmental (DND) laws and standards, whichever is the most stringent. The Contractor must also ensure the safety and security of all personnel at all times by providing necessary measures and guidelines for protection of personnel. The Contractor must at all times practice due diligence in protecting the environment during the execution of this contract, and apply without delay appropriate mitigation action in the event of any environmental incident.

5. CONSTRAINTS

5.1 Contract Duration

This OST program contract will be for a period of up to 3 years with the option to extend for 2 additional periods of 1 year and 18 months, for a total of 5 years and 6 months.

5.2 Program Schedule

The PM will provide proposed course dates no later than 60 calendar days prior to the start date of each course. Pending availability, DND will confirm the number of students 30 calendar days prior to the course start date, and the **Contractor will** provide to DND a detailed timetable (DTT) 15 calendar days prior to the start date of that course. Any curriculum issues must be resolved to the satisfaction of the PM.

5.3 Intellectual Property

DND will own and retain all intellectual property rights, without limitations, including copyrights, trademarks and patent rights, to all current DND training materials. DND will own and retain all intellectual property rights to all training materials developed by the Contractor for or during the provision of training to this OST program. Unless DND consent is obtained in writing from the PA, it is prohibited to use, reproduce or modify any DND training material for any other purpose other than for the provision of services by the Contractor in accordance with this contract.

5.4 Changes to Contract

Amendments, changes, additions or deletions of any specified facility, program support function, and the like, set forth by the Contractor in satisfaction of the requirements of this SOW will not occur without prior written consent from the DND Project Authority.

6. CLIENT SUPPORT

6.1 Information Technology Support

DND will provide its own IT hardware, including personal computer workstations complete with peripherals, printers, telephones and fax machine.

6.2 OST Administration Office Supplies

DND will provide its own writing and printing materials for the OST Administration Office, including pens, paper, fax/printer ink cartridges, and the like.

6.3 OST Administration Staff

DND will provide an on-site staff, on a full-time basis, to manage student administration and act as liaison between CFSME and the Contractor. The **Contractor will provide** all other office supply requirements, including furniture, filing cabinets, and all other required support services as itemized in Section 4 of this SOW.

7. TIMELINES

7.1 Period of Work

This educational service contract will be performed during the period of **Contract Award to 31 May 2018**, with 2 option periods to extend for an additional 12 month period for the first option period and for an eighteen (18) month period for the second option period, for a total of up to 5 years and 6 months. The first and second option years will be **01 June 2018 to 31 May 2019** and **01 June 2019 to 30 November 2020**, respectively.

7.2 Contract Extension

The last six (6) months of the second period is to ensure that any in progress courses are completed.

8. COSTS

8.1 Course Fees

The Contractor will be paid its costs reasonably and properly incurred in the performance of the service detailed in this SOW, on an as and when requested basis. The Contractor actual **charges will be** based upon a **firm, all-inclusive price per course, per trade and the number of students** confirmed by DND thirty (30) calendar days prior to the commencement of each course. The **Contractor will submit** Course Fee invoices in accordance with the Basis of Payment and fee schedule stipulated in the Contract.

8.2 Re-Teach and Tutorial Fees

The Contractor actual **charges must be** based upon a **fixed price per hour** of additional re-teach or tutorial periods, subject to the approval of the PM. **Charges** for re-teach and tutorial periods **will be included** with the Course Fee invoices in Sub-section 8.1.

8.3 OST Administration Staff Facilities

DND will rent and pay the Contractor for the use and occupation of facilities and services listed in Sub-sections 4.15 to 4.17, inclusive, based on a **firm, all inclusive price of \$1,000.00 per month or best bid**, regardless of the number of courses being run. For any period longer than 60 calendar days with no courses running within the timeframe of the contract, DND reserves the right and the option to withdraw from this rental agreement and vacate the subject facilities, without penalty to DND. DND will inform and request for the same facilities from the Contractor 30 calendar days prior to re-occupation of the same or similar facilities. DND reserves the right to occupy and pay rent for the same or similar facilities at the same rate during such breaks between courses. The **Contractor will submit a yearly facilities rental fee invoice** to DND, separate from the Course Fee invoicing process.

9. DELIVERABLES

9.1 Students Success Rate

The **Contractor will deliver** all required training in accordance with this contract and SOW to the satisfaction of the DND Project Authority or his designate. This will be measured based on the success rate of students enrolled in the OST program. While re-tests for individual students may be facilitated, subject to approval by the PM, the Contractor is expected to produce successful candidates at the highest possible standards acceptable to DND.

9.2 Re-Teach / Tutorial Policy

The **Contractor will provide** re-teach and additional tutorials, subject to approval by the PM through the OST Course Administrator, to student(s) as necessary. It is preferable that re-teach and tutorial classes be conducted and delivered to the entire class vice individual students. Due to DND course timetable constraints, there is limited available time for re-teach and tutorial periods. Therefore, respective instructors retained by the Contractor should encourage stronger students to help weaker ones to minimize extra instructional periods.

9.3 Testing / Examination Policy

The **Contractor will invigilate and mark** all examinations and tests, theoretical and/or practical, on behalf of DND. DND will provide all examination papers and necessary materials. The **Contractor must** immediately **inform** the OST Course Administrator of any failures, academic misconducts or other anomalies. Upon completion of exams/test of each applicable PO/EO, the contractor will supply the original copies to the OST course administrator.

9.4 Re-Testing Policy

The **Contractor will invigilate and mark** re-tests, theoretical and/or practical, subject to approval by the PM through the OST Course Administrator, to student(s) as necessary, on behalf of DND. DND will provide all examination papers and materials, as per Sub-section 9.3. Upon completion of exams/test of each applicable PO/EO, the contractor will supply the original copies to the OST course administrator.

ANNEX "B"

BASIS OF PAYMENT

The Contractor will be paid its costs reasonable and properly incurred in the performance of this work in accordance with the following: The rates for English and French instruction shall be equal.

1. For the Period Contract Award to 31 May 2016:

MOSID	Trade	Cost Per Course		
		Up to 8 Students	Up to 12 Students	Up to 16 Students
00306	ConstTech			
00305	WFETech			
00304	PHTech			
00303	EGSTech			
00302	EDTech			
00301	RMTech			
Re-Teach and Tutorial Fee (rate/hr)				
Staff Facilities (flat rate/month/campus)				

2. For the Period 1 June 2016 to 31 May 2017:

MOSID	Trade	Cost Per Course		
		Up to 8 Students	Up to 12 Students	Up to 16 Students
00306	ConstTech			
00305	WFETech			
00304	PHTech			
00303	EGSTech			
00302	EDTech			
00301	RMTech			
Re-Teach and Tutorial Fee (rate/hr)				
Staff Facilities (flat rate/month/campus)				

3. For the Period 1 June 2017 to 31 May 2018:

MOSID	Trade	Cost Per Course		
		Up to 8 Students	Up to 12 Students	Up to 16 Students
00306	ConstTech			
00305	WFETech			
00304	PHTech			
00303	EGSTech			
00302	EDTech			
00301	RMTech			
Re-Teach and Tutorial Fee (rate/hr)				
Staff Facilities (flat rate/month/campus)				

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4. Option Period 1 - 1 June 2018 to 31 May 2019:

MOSID	Trade	Cost Per Course		
		Up to 8 Students	Up to 12 Students	Up to 16 Students
00306	ConstTech			
00305	WFETech			
00304	PHTech			
00303	EGSTech			
00302	EDTech			
00301	RMTech			
Re-Teach and Tutorial Fee (rate/hr)				
Staff Facilities (flat rate/month/campus)				

5. Option Period 2 – 1 June 2019 to 30 November 2020:

MOSID	Trade	Cost Per Course		
		Up to 8 Students	Up to 12 Students	Up to 16 Students
00306	ConstTech			
00305	WFETech			
00304	PHTech			
00303	EGSTech			
00302	EDTech			
00301	RMTech			
Re-Teach and Tutorial Fee (rate/hr)				
Staff Facilities (flat rate/month/campus)				

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ANNEX "C"

INFORMATION FOR CODE OF CONDUCT CERTIFICATION

[MUST BE COMPLETED BY OFFEROR/BIDDER WITH BID SUBMISSION]

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

2. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

3. For a Joint Venture - the names of all current members of the Joint venture;

4. For an individual - the full name of the person;

ANNEX "D"

MANDATORY AND TECHNICAL/MANAGEMENT EVALUATION CRITERIA

Mandatory Technical (MT) Criteria:

The following mandatory requirements must be met prior to the proposal being further considered. It is suggested that sufficient detail be presented as to ensure that the evaluation team may adequately assess compliance:

	Mandatory Technical Criterion	Page Cross Ref	Met/ Not Met	Comments
MT1	Compliance with the terms and conditions of the Request for Proposal.			
MT2	Services are to be conducted by a recognized, post-secondary vocational, and provincially accredited academic institution.			
MT3	The bidder/institution must be located within 50 KM of 5 CDSB Gagetown, New Brunswick, or within 50 KM of CFB Greenwood, CFB Halifax, or within 50 KM of CFB Shearwater, Nova Scotia.			
MT4	Instructional staff will, for each of the six (6) trades, have journeyman certification with minimum of five (5) years of current working experience related to the trade the instructor will be teaching.			
MT5	Bidder must be able to provide the services for all of the six (6) trades specified in this requirement to run continuously.			
MT6	Bidder must be able to provide instruction staffs that is able to conduct training in English for all of the six (6) trades specified.			
MT7	Bidder must be able to provide instructional staffs that is able to provide "French Assist" to students when required, for all of the six (6) trades specified.			

Point Rated (PR) Criteria:

Your Management and Technical proposal(s) will be evaluated and scored in accordance with the following evaluation criteria. It is suggested that sufficient detail be presented as to ensure that the evaluation team may adequately assess capabilities.

Bidders must achieve a minimum passing mark of 60% in the point rated technical criterion (90 points out of 150 maximum points) and 60% in the point rated management criterion (126 points out of 210 points) in order to be considered responsive.

The management and technical evaluation will comprise 60 % of total overall point evaluation. Pricing evaluation will make up the remaining 40 % of the total overall proposal evaluation.

Technical Criteria: Maximum 150 Points, Minimum 90 Points

	Point Rated Technical Criterion	Point Range	Score	Comments
PR1	Understanding of Scope and Objectives Maximum: 50 points			
	Proposal demonstrates a complete understanding of the scope & objectives (accepted curriculum as described in SOW or provided valuable proposed improvements/modifications. Demonstrated understanding of and willingness to undertake responsibilities with respect to Contract Administration and Curriculum Administration)	31-50 points		
	Proposal demonstrates an appreciated understanding of scope & objectives	11-30 points		
	Proposal demonstrates inadequate understanding of scope & objectives	0-10 points		
PR2	Adequacy of Work Plan and Schedule Maximum: 50 points			
	Proposal provides a very detailed work plan & schedule (detailed time table) that will meet target work period and respect exigencies of the TP.	31-50 points		
	Work plan & schedule (block time table) not as detailed but will meet target work period.	11-30 points		
	Work plan & schedule (block time table) does not show sufficient detail	0-10 points		
PR3	Proposed Approach and Methodology Maximum: 50 points			
	Proposal demonstrates an excellent approach and methodology (demonstrates adequate resources, staffing ratio, team organization and level of effort, reporting and debriefing arrangements)	31-50 points		
	Proposal demonstrates a good approach and methodology	11-30 points		
	Proposal fails to demonstrate approach and methodology	0-10 points		

Management Criteria Maximum 210 Points, Minimum 126 Points

	Point Rated Management Criterion	Point Range	Score	Comments
PR4	Qualifications of Management Personnel Maximum: 40 points			
	Proposed management personnel of the project have the applicable experience, education, and organizational position to represent the institution in discussion with DND. Bidder has a demonstrated ability to control costs and/or to identify workable solutions to improve project delivery. Bidder has demonstrated experience in projects of a larger scope, dollar value, client, degree of success	21-40 points		
	Proposed management personnel have applicable experience, education, and organizational position to represent the institution in discussion with DND. Bidder has demonstrated experience in projects of a similar scope, dollar value, client, degree of success	11-20 points		
	Proposed management personnel do not have applicable experience or education in management of large projects. Bidder has no experience in managing projects of a similar scope	0-10 points		
PR5	Qualifications of Instructional Personnel Proposed Maximum: 40 points			
	Key instructional personnel are qualified to the journeyman level and have more than five years' experience in their trade and in instruction in their trade as required in the SOW.	21-40 points		
	Key instructional personnel are qualified to the journeyman level and have five years' experience in their trade as required in the SOW.	1-20 points		
PR6	Firm Experience Maximum: 50 points			
	Previous experience providing customized training to DND.	31-50 points		
	Previous experience providing customized training.	11-30 points		
	Fails to demonstrate related experience in providing customized training	0-10 points		

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	Point Rated Management Criterion	Point Range	Score	Comments
PR7	Admin Office, Classrooms and Equipment Maximum: 50 points			
	Proposal demonstrates a training facility with classrooms, offices, and facilities, that are completely comparable to those used by the bidders normal staff, that meets the requirements of the SOW	31-50 points		
	Proposal demonstrates a facility with classrooms, offices, and facilities that meet some but not all of the requirements of the SOW	11-30 points		
	Proposal fails to demonstrate a facility with classrooms that will meet the requirement	0-10 points		
PR8	Ability to provide and deliver training in French Maximum: 30 points			
	Conduct training in French for each trade	0-30 points 5 points for each trade		

ANNEX "E" to PART 5 - BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
 - A2. The Bidder certifies being a public sector employer.
 - A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
 - A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
 - A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.
- OR**
- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)