

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

National Defence Headquarters
Director Services Contracting 4 (D Svcs C 4)
Attention: Kent Johnston
By e-mail to:
DSvcsC4Contracting-
DCSvcs4Contrats@forces.gc.ca

Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Comments – Commentaires

**THIS DOCUMENT DOES NOT CONTAIN A
SECURITY REQUIREMENT.**

Solicitation Closes – L'invitation prend fin

At: – à :

02:00 PM Eastern Standard Time (EDT)

On: – le :

Fri December 14, 2018

Title – Titre Target Audience Analysis Training	Solicitation No. – N° de l'invitation W6369-19-X033
Date of Solicitation – Date de l'invitation 05 November 2018	
Address Enquiries to: – Adresser toutes questions à : Kent Johnston by e-mail to Kent.Johnston@forces.gc.ca	
Telephone No. – N° de téléphone	FAX No. – N° de fax
Destination See herein.	

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery Required – Livraison exigée	Delivery Offered – Livraison proposée
Vendor Name and Address – Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name – Nom _____	Title – Titre _____
Signature _____	Date _____

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to this contract.

1.2 Statement of Work

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

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.

1.4 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

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](#) (2018-05-22), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 4 of section 05, Submission of bids, is amended as follows:

Delete: 60 days

Insert: ninety (90) calendar days

Section 06, Late bids, is deleted in its entirety.

The text under section 07, Delayed bids, is deleted in its entirety and replaced with the following:

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.

Subsection 1 of section 08, Transmission by facsimile, is deleted in its entirety.

The text under section 13, Communications - solicitation period, is deleted in its entirety and replaced with the following:

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only as indicated on page 1 of the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

Canada will submit all significant enquiries received and their replies directly to invited Bidders by electronic mail. For further information, consult subsection 3 of the Submission of bids section.

Subsection 2 of section 20, Further information, is deleted in its entirety.

2.2 Submission of Bids

Unless otherwise specified in the bid solicitation or directed by the Contracting Authority, bids must be received by the Contracting Authority by electronic mail by the date and time indicated on page 1 of the bid solicitation.

Electronic Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Technical and financial documents received after the closing date and time will not be accepted.

2.3 Former Public Servant

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 in writing before contract award for each question below, the answer and, as applicable, the information required.

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. 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; and
- (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; and
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 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 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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid – one (1) soft copy submitted by e-mail;
Section II: Financial Bid – one (1) soft copy submitted by e-mail;
Section III: Certifications – one (1) soft copy submitted by e-mail; and
Section IV: Additional Information – one (1) soft copy submitted by e-mail.

Prices should appear in the financial bid only. No prices should 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) page size; and
- (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](#).

To assist Canada in reaching its objectives, bidders should use the environmentally-preferable format of black and white instead of colour.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 1 to Part 3, Electronic Payment Instruments, to identify which ones are accepted.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 SACC Manual Clauses

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

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

ATTACHMENT 1 to PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.1, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

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 and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Joint Venture Experience

- a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder has not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- o Contracts all signed by A;
- o Contracts all signed by B; or
- o Contracts all signed by A and B in joint venture, or
- o Contracts signed by A and contracts signed by A and B in joint venture, or
- o Contracts signed by B and contracts signed by A and B in joint venture.

that show in total 100 billable days.

4.1.1.2 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4

4.1.1.3 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4

4.1.2 Financial Evaluation

4.1.2.1 For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Basis of Payment detailed in Annex B.

4.2 Basis of Selection

SACC Manual Clause A0035T (2005-05-25), Basis of Selection – Lowest Price per Point.

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. Obtain the required minimum of **52 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 130 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

ATTACHMENT 1 TO PART 4 – EVALUATION CRITERIA

1. MANDATORY EVALUATION CRITERIA

In their proposals, Bidders must demonstrate they meet the following mandatory criteria by providing complete details of the experience, including name and description of client organization, scope, timeframe (from-to dates month/year), and description of the roles and responsibilities.

Failure to meet any of the mandatory criteria will render the bid non-compliant and it will be given no further consideration.

	Mandatory Requirement	Met / Not Met	Supporting Detail or Cross Reference to Bidder's Proposal
MT1	The bidder must clearly demonstrate it has experience teaching a minimum of two (2) Target Audience Analysis (TAA) methodology courses/workshops in a group setting where the main topic of courses/workshops was the TAA methodology.		The Bidder should provide complete details as to where, when, month and year, the training experience was obtained.
MT2	The Bidder must clearly demonstrate that its proposed lead instructor(s) has/have experience teaching Target Audience Analysis (TAA) methodology workshops/courses.		The Bidder should provide complete details as to where, when, month and year, the training experience was obtained.
MT3	The Bidder must clearly demonstrate it has the capacity to: <ul style="list-style-type: none"> i. design a detailed curriculum and lecture/activity schedule for the course; ii. conduct examinations/assessments/individual and syndicate presentations at the mid and end-course points; and iii. provide the required learning materials, such as but not limited to, slide decks, handouts and reference documents (electronic or paper) for up to 24 students. 		The Bidder should provide details from previous courses delivered or examples of how they intend to meet the criterion.

2. POINT-RATED EVALUATION CRITERIA

In their proposals, Bidders should demonstrate they meet the following rated criteria by providing complete details of the experience, including name and description of client organization, scope, timeframe (from-to dates month/year), and description of the roles and responsibilities.

	Rated Requirement	Scoring	Supporting Detail or Cross Reference to Bidder's Proposal
RT1	The bidder should clearly demonstrate it has experience teaching more than two (2) Target Audience Analysis (TAA) methodology courses/workshops in a group setting where the main topic of courses/workshops was the TAA methodology.	3 to 4 workshops/courses = 10pts 5 to 6 workshops/courses = 20pts 7 to 8 workshops/courses = 30pts 9+ workshops/courses = 40pts	The Bidder should provide complete details as to where, when, month and year, the training experience was obtained.
RT2	The Bidder should clearly demonstrate that its proposed lead instructor(s) has/have experience teaching TAA methodology workshops/courses.	1 to 2 workshops/courses = 10pts 3 to 4 workshops/courses = 20pts 5 to 6 workshops/courses = 30pts 7+ workshops/courses = 40pts	The Bidder should provide complete details as to where, when, month and year, the training experience was obtained.
RT3	The Bidder should clearly demonstrate it has provided TAA methodology workshops/courses to NATO organizations and/or allies.	Training provided to at least one NATO ally /organization = 10 pts Training provided to NATO ally(ies) AND NATO organization(s) = 20 pts	The Bidder should provide complete details as to where, when, month and year, the training was completed.
RT4	The bidder should clearly demonstrate it has provided TAA training in a military setting.	1 to 2 workshops/courses = 10pts 3 to 4 workshops/courses = 20pts 5+ workshops/courses = 30pts	The Bidder should provide complete details as to where, when, month and year, the training was completed.
TAA Methodology- Points Available:			
Minimum Points Required:		52 points (40%)	
Total Points Available:		130 points	

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

5.2.3.2 Education and Experience

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 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.

6.3.1 General Conditions

[2010B](#) (2018-06-21), General conditions: Professional services (medium complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

4007 (2010-08-19), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

This Work is to be performed from date of contract award to 31 May 2019 **(estimated)**

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____
Title: _____
Department of National Defence
Directorate: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

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.

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

The Technical 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 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.

6.5.3 Contractor's Representative

To be inserted at Contract award

6.6 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) (<http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>) 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 (http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/contpolnotices/siglist-eng.asp).

6.7 Payment

6.7.1 Basis of Payment

For the Work described in Annex A, Statement of Work:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price, for a cost of \$_____ (*insert the amount at contract award*). Customs duties are excluded and Applicable Taxes are extra.

For the firm price portion of the Work only, 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.

6.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17), Limitation of Price

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.

6.7.3 Milestone Payments

H3010C (2016-01-28), Milestone Payments - Not subject to holdback

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

H4012C (2010-01-11), Schedule of Milestones

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

Milestone No.	Description or "Deliverable"	Firm Amount	Due Date or "Delivery Date"
1	<ol style="list-style-type: none"> i. Course planning and preparation activities. ii. Third-Party location / Flight / Hotel bookings. 	20% of firm lot price, period of the contract.	<ol style="list-style-type: none"> i. Within the 1st month of the contract upon receipt of applicable invoices.
2	<ol style="list-style-type: none"> i. Completion 	40% of firm lot	<ol style="list-style-type: none"> ii. Upon

	of training for 1 st half of course.	price, period of the contract.	completion of 1 st half of course (upon receipt of invoice).
3	i. Completion of training for 2 nd half of course.	40% of firm lot price, period of the contract	i. Upon completion of 2 st half of course (upon receipt of invoice).

6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. VISA Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

6.8 Invoicing Instructions

6.8.1 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.

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract; and
- b. a copy of the invoices, receipts, vouchers for all direct expenses

Invoices must be distributed as follows:

- a. The original must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information

are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

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

6.11 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) supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) general conditions 2010B (2018-06-21), General conditions: Professional Services (medium complexity);
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment
- (e) Annex C, Non-Disclosure Agreement;
- (f) the Contractor's bid dated _____ (*insert date of bid*)

6.12 SACC Manual Clauses

G1005C (2016-01-28), Insurance - No Specific Requirement
A9068C (2010-01-11), Government Site Regulations
A9117C (2007-11-30), T1204 - Direct Request by Customer Department
A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)
or
A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

ANNEX A - STATEMENT OF WORK

1. BACKGROUND

- 1.1. ADM (PA), as the Functional Authority for the Public Affairs Branch, is responsible for military public affairs and, thus, responsible for developing military public affairs capabilities to support the Chief of Defence Staff (CDS) direction, Defence Policy and CAF Joint Doctrine. ADM (PA) has identified Target Audience Analysis (TAA) as a capability it will acquire to support Joint Targeting, Information Operations and Strategic Communication as part of its initiative to operationalize the Public Affairs Branch.
- 1.2. As the ADM (PA) staff in charge of developing the operational capabilities of the Public Affairs Branch, this office's research has concluded that the CAF does not have a sufficient TAA methodology and must seek a civilian entity to train CAF personnel on this methodology in order to meet the requirement.

2. OBJECTIVE

- 2.1. The expected outcome of this contract is that the Contractor will have trained a group of DND/CAF personnel in its TAA methodology. By retaining proprietary usage of the methodology and courseware, DND/CAF will then be able to provide in-house training to a sufficient core of personnel. This will contribute to creating a sustainable TAA capability program that will support Joint Targeting, Information Operations and Strategic Communications in the long-term.

3. SCOPE

- 3.1. The contractor must conduct a tailored course teaching a TAA methodology in Canada to CAF and DND personnel in order to create a core body of CAF and DND personnel who can apply the methodology in support of CAF operations. Further, the contractor must provide the CAF with proprietary usage rights for the methodology as well as the courseware in order to enable a sustained CAF capability using the methodology.

4. CONSTRAINTS

- 4.1. The course must be conducted with the following constraints:
 - (a) The course must be conducted in the National Capital Region of Canada;
 - (b) The course must be conducted at a DND facility;
 - (c) Training must be carried out during weekdays, with no weekend training;
 - (d) Training must be carried out in English;
 - (e) The course must be completed by 31 March 2019;
 - (f) The course must entail a live case study to assist in applying the methodology;
 - i. The live case study must pertain to CAF/DND issues with the resulting findings being practically applicable to CAF/DND;
 - 4.1.f.i.1. The case study will focus on determining why women between the ages of 18-30 in the Greater Toronto Area (GTA) are not interested in enrolling in Naval technical trades;

- ii. The live case study must be conducted in a manner consistent with accepted ethical norms pertaining to public opinion research;
- (g) The course must involve a blend of classroom lectures, syndicate work, student presentations and activities;
- (h) Course material must be current and reflect any recent developments in Target Audience Analysis and Strategic Communication over the past calendar year; and
- (i) The students must receive examinations consisting of written, individual and syndicate presentations

5. TECHNICAL ENVIRONMENT

- 5.1. The course will be conducted using non-departmental networks (ie-civilian internet) through Wi-Fi connectivity. Microsoft Office applications (Outlook, PowerPoint, Word, etc.) will be used.

6. TASKS AND DELIVERABLES

The Contractor must:

- 6.1. design and conduct a Target Audience Analysis course which ends no later than 31 March, 2019 that will teach up to 24 students the methodology to a level where they can apply the methodology to conduct Target Audience Analysis;
- 6.2. arrange and provide appropriate equipment for instruction (ie-instructor computers and pointers), excluding those already provided by the place of instruction (ie-electronic projectors and flip charts);
- 6.3. provide all learning material, including but not limited to, books, slide decks and reference documents (electronic or paper) for up to 24 students;
- 6.4. design a detailed curriculum and lecture/activity schedule with examinations/assessments at the mid- and end-course points;
- 6.5. develop, facilitate and arrange the logistics for an in-course live case study, to include conducting qualitative (ie-focus groups) and quantitative public opinion research.
- 6.6. The Contractor will refine the student findings from the live case study into a briefing document for consideration by the Department of National Defence no later than one month after the completion of training;
- 6.7. design, conduct and assess written examinations, individual and syndicate presentations; and
- 6.8. provide course certificates of completion to each student at the end of the course.

7. REPORTING REQUIREMENTS

- 7.1. A progress report must be completed by the Contractor for each resource and submitted to the Technical Authority at the quarter-, mid- and three-quarter marks of the course. At a minimum, each progress report must document the following information:
 - (a) All significant activities performed in the period covered that may impact the conduct of the course;
 - (b) Status of any outstanding activities that may extend beyond normal timelines;

- (c) Any training concerns regarding student performance;
- (d) Any student concerns regarding course material or delivery;
- (e) Description of any problems encountered which will require attention or escalation; and
- (f) Any recommendations to update or change the course schedule.

7.2. All reports must be provided in one (1) hard copy and one (1) soft copy, in a format acceptable to the Technical Authority. The soft copy must be compatible with Microsoft Office 2003 or Adobe Reader.

8. LANGUAGE REQUIREMENTS

8.1. The instructor(s) must be fluent in the English language. Fluent means that the individuals must be able to communicate orally and in writing without any assistance and with minimal errors.

9. TRAVEL

9.1. Travel will be required in this contract. Travel will not be reimbursed separately. As such, it is the responsibility of the contractor to factor in any travel related costs when submitting their bid.

9.2. The Contractor must arrange for the lodging and meals and transport of instructor(s)/lecturer(s) to and from the place of instruction, including the live case study.

10. LOCATION OF WORK

10.1. All instruction must be completed at DND facilities within the National Capital Region (NCR). For the purposes of live case study qualitative analysis, focus groups and interviews may be conducted at a third location within the NCR. Travel costs within the NCR will not be reimbursed.

ANNEX B – BASIS OF PAYMENT

1. Contract Period (From Contract Award to 31 May 2019)

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

1.1 Schedule of Milestones

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

Milestone No.	Description or "Deliverable"	Firm Amount
1	i. Course planning and preparation activities. ii. Third-Party location / Flight / Hotel bookings. (20% of overall price)	\$[amount to be specified in the resulting Contract]
2	i. Completion of training for 1 st half of course. (40% of overall price)	\$[amount to be specified in the resulting Contract]
3	i. Completion of training for 2 nd half of course. (40% of overall price)	\$[amount to be specified in the resulting Contract]

NOTE: The above milestones MUST include any travel & living expenses for all contracted personnel and live case study instructors.

ANNEX C - NON-DISCLOSURE AGREEMENT

(This annex is to be completed after contract award and is not required in the bid.)

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. _____ (insert number) between Her Majesty the Queen in right of Canada, represented by the Department of National Defence and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: _____ (insert number).

Signature

Date