



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement  
Fisheries and Oceans Canada | Pêches et Océans Canada  
301 Bishop Drive | 301 promenade Bishop  
Fredericton, NB E3C 2M6

Email - courriel: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL**

**DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans 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 therefor.

Proposition aux : Pêches et Océans 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 appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :



<b>Title – Sujet</b> Data Transformation Face to Face		<b>Date</b> November 6, 2019
<b>Solicitation No. – N° de l'invitation</b> F5211-190548		
<b>Client Reference No. - No. de référence du client</b> FP845-190054		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 14:00 AST(Atlantic Standard Time)/ HAA (heure normale de l'Atlantique) <b>On / le :</b> November 26, 2019		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Michael Peters – Senior Contracting Officer <b>Email – courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>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 (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>	<b>Date</b>	



**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION ..... 3**

1.1 SECURITY REQUIREMENTS ..... 3

1.2 STATEMENT OF WORK..... 3

1.3 DEBRIEFINGS ..... 3

1.4 TRADE AGREEMENTS ..... **ERROR! BOOKMARK NOT DEFINED.**

1.5 PROCUREMENT OMBUDSMAN ..... 3

**PART 2 - BIDDER INSTRUCTIONS ..... 4**

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS ..... 4

2.2 SUBMISSION OF BIDS..... 4

2.3 ENQUIRIES - BID SOLICITATION..... 4

2.4 APPLICABLE LAWS..... 4

**PART 3 - BID PREPARATION INSTRUCTIONS..... 5**

3.1 BID PREPARATION INSTRUCTIONS ..... 5

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION ..... 5**

4.1 EVALUATION PROCEDURES..... 5

4.2 BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE ..... 6

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION ..... 7**

5.1 CERTIFICATIONS REQUIRED WITH THE BID ..... 7

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION ..... 10

**PART 6 - RESULTING CONTRACT CLAUSES ..... 11**

6.1 SECURITY REQUIREMENTS ..... 11

6.2 STATEMENT OF WORK..... 11

6.3 STANDARD CLAUSES AND CONDITIONS..... 11

6.4 TERM OF CONTRACT ..... 11

6.5 AUTHORITIES ..... 12

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS ..... 13

6.7 PAYMENT ..... 13

6.8 INVOICING INSTRUCTIONS ..... 14

6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION..... 14

6.10 APPLICABLE LAWS..... 14

6.11 PRIORITY OF DOCUMENTS ..... 14

6.12 PROCUREMENT OMBUDSMAN ..... 14

6.13 INSURANCE G1005C (2016-01-28)..... 15

**ANNEX "A" STATEMENT OF WORK ..... 16**

**ANNEX "B" BASIS OF PAYMENT ..... 23**

**ANNEX "C" EVALUATION CRITERIA..... 25**



## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with this bid solicitation.

### **1.2 Statement of Work**

The work to be performed is 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 Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,300 for goods and under \$101,100 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opo-boa.gc.ca](mailto:opo-boa@opo-boa.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



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## **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.

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2.2 Submission of Bids**

Bids must be submitted only to Fisheries and Oceans Canada (DFO) 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 to DFO will not be accepted.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### **2.4 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 separately bound/saved sections as follows:

- Section I: Technical Bid** (one soft copy in PDF format)
- Section II: Financial Bid** (one soft copy in PDF format)
- Section III: Certifications** (one soft copy in PDF format)

**The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.**

**For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.**

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

#### **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.

#### **Section III: Certifications**

Bidders must submit the certifications and additional information 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 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 Mandatory Technical Criteria**

Please see Annex C for details

##### **4.1.1.2 Point Rated Technical Criteria**

Please see Annex C for details



#### 4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

#### 4.2 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation;
  - (b) meet all mandatory criteria.
2. Bids not meeting (a)(b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by an 70/30 ratio of technical merit and price, respectively. The total available point equals 25 and the lowest evaluated price is \$75.00 per hour (75).

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		25/25	18/25	23/25
<b>Bid Evaluated Price</b>		\$120.00	\$90.00	\$75.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$25/25 \times 70 = 70$	$18/25 \times 70 = 50.4$	$23/25 \times 70 = 64.4$
	<b>Pricing Score</b>	$75/120 \times 30 = 18.75$	$75/90 \times 30 = 25$	$75/75 \times 30 = 30$
<b>Combined Rating</b>		88.75	75.4	94.4
<b>Overall Rating</b>		2 <sup>nd</sup>	3 <sup>rd</sup>	1 <sup>st</sup>



## 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.

#### 5.1.2 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

#### 5.1.3 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

\_\_\_\_\_



- b) The status of the contractor (individual, unincorporated business, corporation or partnership):

\_\_\_\_\_

- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

\_\_\_\_\_

- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

\_\_\_\_\_

#### 5.1.4 Electronic Payment of Invoices – Contract

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

- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);

#### 5.1.5 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 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.

\_\_\_\_\_  
Signature



## 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.

**The following certification signed by the contractor or an authorized officer:**

"I certify that I have examined the information provided above and that it is correct and complete"

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory



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## **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**

- The Contractor/Offeror, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, **MUST NOT** access PROTECTED and/or CLASSIFIED information or assets.
- The Contractor/Offeror personnel **MAY NOT ENTER NOR PERFORM WORK ON** sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.
- The Contractor/Offeror **MUST NOT** remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the DFO or the CISD/PWGSC.

### **6.2 Statement of Work**

The Work to be performed is 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](#) (2010-08-16), 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**

The period of the Contract is from date of Contract to March 6, 2020 inclusive.

#### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year periods under the same conditions. 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 5 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.

**6.5 Authorities**

**6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Michael Peters  
 Title: Contracting Specialist  
 Department: Fisheries and Oceans Canada  
 Directorate: Material and Procurement Services  
 Address: 301 Bishop Drive, Fredericton NB, E3C 2M6  
 Telephone: (506) 429-2359  
 Facsimile: (506) 452-3676  
 E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.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.

**6.5.2 Project Authority (To be named at contract award)**

The Project Authority for the Contract is:

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.

**6.5.3 Contractor's Representative (To be named at contract award)**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_



## 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) 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.

## 6.7 Payment

### 6.7.1 Basis of Payment

6.7.1.1 The Contractor will be paid in accordance with Annex B – Basis of Payment

6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

### 6.7.2 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 Single Payment

SACC Manual Clause [H1000C](#) (2008-05-12), Single Payment

### 6.7.4 Electronic Payment of Invoices – Contract

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

- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);



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## 6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: [DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca)  
CC: AP Coder (inserted at contract award)

## 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 \_\_\_\_\_ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

## 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) [4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.
- (c) [2010B](#) (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date at contract award*)

## 6.12 Procurement Ombudsman

6.12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.

6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,300.00 for Goods and under \$101,100.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opo-boa.gc.ca](mailto:opo-boa@opo-boa.gc.ca). You can also obtain more information on OPO services available to you on their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



6.12.3 For further information, the Contractor may refer to the following PWGSC site:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

**6.13 Insurance G1005C (2016-01-28)**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



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## ANNEX "A" STATEMENT OF WORK

### 1.0 Scope

#### 1.1. Objective:

The Canadian Hydrographic Service (CHS) requires qualified contractors to deliver the Data Transformation (DT) course. Specific requirements include: full comprehension of the DT course materials and delivery of the course while working with designated CHS employees to ensure CHS specific content is taught to trainees.

The delivery of the DT course must be provided in both official languages simultaneously in one session to a maximum of 24 trainees.

#### 1.2. Background:

Fisheries and Oceans Canada's (DFO) Canadian Hydrographic Service is committed to recruiting, developing and retaining a highly-skilled and knowledgeable workforce in the field of Hydrography. As such, CHS offers a Multi-disciplinary Hydrographer (MDH) Professional Development and Apprenticeship Program (PDAP) in order to achieve and maintain the highest standard of skills and expertise of its employees.

The MDH Program consists of on-the-job learning interspersed with two formal training modules – the data acquisition course and the data transformation course. Both of these formal courses include intensive course work as well as practical field training and other formal training courses on various issues related to hydrography. The intent of the formal DT training course is to provide instruction on how CHS performs data transformation work on a daily basis. In addition, the MDH Program has been developed to respond to new challenges, continuing evolution and changing technologies in the field of hydrography. It is designed to ensure a nationally consistent approach in the development and assessment of participants as well as coherent training that provides MDH Program participants with the depth and breadth of knowledge and experience necessary to become a working-level Multi-disciplinary Hydrographer (EG-05).

Historically, CHS has delivered the formal training modules using in-house instructors and regional subject-matter experts. In recent years, an increase in the number of staff entering the MDH program as well as other priorities result in our in-house staff being unable to support the formal training courses. In order to adapt and respond to the evolving requirements for MDH training, CHS is seeking to hire a qualified contractor to learn CHS specific processes and methodologies and to deliver the MDH DT course which is scheduled to take place at the Canada Centre for Inland Waters in Burlington, Ontario from Monday February 3 to Friday February 14, 2020.

During the first few weeks, the contractor will be tasked with studying and learning the course materials. The contractor will then be responsible for delivering the course to designated CHS employees that will audit the course to ensure that the content is completely understood and delivered to CHS' satisfaction. Once the designated CHS employee(s) is/are satisfied with the course delivery, then the materials will be finalized and the contractor will be responsible for delivering the materials to the trainees February 3 -14, 2020 in Burlington, Ontario.





### 1.3. Terminology:

This section provides a glossary of acronyms and definitions of frequently used words contained in the SOW.

MDH - Multidisciplinary Hydrographer, a person trained in Data Acquisition (hydrography) and Data Transformation (cartography).

DA – Data Acquisition refers to the acquisition of hydrographic data during hydrographic field surveys.

DT – Data Transformation refers to the transformation of the hydrographic data, which is collected during the data acquisition process and transformed into charts and other reference materials for mariners and Industry.

Module – this is understood to be a component of the DT course which is comprised of 9 (amount is subject to change pending review).

Course Materials – lesson plans and/or teaching materials for each module; course notes and/or reading materials for trainees; exercises, lab/on field materials, tests and exams (including answer key, as required); Certificate of Completion using CHS template.

### **2.0 Reference Documents:**

2020 Proposed DT Course:

- ❖ List of Course Modules and allowed hours
- ❖ Course Materials
- ❖ Proposed schedule
- ❖ Trainee project and marking scheme to be provided at a later date

All materials will be provided on a memory stick.

### **3.0 Requirements:**

Working alongside designated CHS employees; the contractor will be tasked with learning and fully comprehending as well as delivering and administering the Multi-disciplinary Hydrographer Training Program's Data Transformation (DT) course.

CHS will provide the contractor with all course materials. Any adjustments made to the materials must be approved by CHS. All original materials and any adjustments made to said materials remain the intellectual property of CHS.

Once the contractor has fully understood the course materials, the contractor will deliver the material to designated CHS employees to ensure that the CHS specific flavour is captured. The final delivery of the course will take place over the period of February 3 – 14, 2020 in person in Burlington, Ontario.

Course/material preparation, report preparation and any other required activity to complete the contractor's obligations under the contract will be conducted at the contractor's facility.



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### 3.1 Scope of Work:

In the months leading to the first course delivery, the contractor will be required to fully digest the course material such that they are able to deliver the DT course two or more times: one or more times to designated CHS employees who will audit the course, and then to the class of up to 24 CHS trainees. The contractor should also be prepared to modify and/or make changes to the course content/materials as feedback is received and shared (by trainees and/or CHS employees). All changes will require CHS approval. The contractor will work alongside a CHS subject matter expert who will help “train the trainer”. All course materials should be vetted through this designated CHS employee to ensure accuracy and obtain feedback.

### 3.2 Tasks:

Review and comprehend the modules of the redesigned 2020 DT course:

- I. The contractor will learn and fully comprehend the 2020 draft DT course materials.
- II. The contractor will work with a designated CHS employee to ensure full comprehension of CHS processes and methodologies.
- III. The course materials may be provided in either official language.
- IV. This work will take place in Mont-Joli, Quebec.

Deliver the draft DT course and amend as agreed upon:

- I. Deliver the draft course content a minimum of one time to a designated CHS employee prior to the official course to the satisfaction of the CHS employee.
- II. Work with the designated CHS employee to make changes as requested by the CHS.
- III. The contractor must ensure that they are able to deliver the course module contents fluidly in both official languages and within the time frame recommended by the CHS.
- IV. This work will take place in Mont-Joli, Quebec.

Administer and deliver the DT course:

- I. The contractor will be responsible to administer and deliver the DT course within the time recommended by CHS and will be responsible for marking the final project.
- II. Designated CHS employees will work with the contractor to “train the trainer” to ensure CHS content is reflected and taught throughout the course. Designated CHS employees will develop the course content and provide it to the contractor. The CHS employee will audit the first delivery to ensure understanding is reflective of CHS work processes and methodologies. This work will take place in Mont-Joli, Quebec. A second delivery of the course may be required if the CHS employee feels it is necessary.
- III. The contractor will travel to Burlington, Ontario to provide face to face training for the course which is to take place February 3 – 14, 2020.
- IV. Modules must be taught in both official languages simultaneously and the contractor must ensure classes are provided with sufficient teaching assistants for efficient delivery (one teaching assistant per 10 trainees, up to a maximum of 24 trainees in total.).
- V. The contractor must administer all components for the DT course in both official languages (English and French), simultaneously in one session.
- VI. The contractor will mark the final project within 3 weeks of receipt. Trainees are to submit their final projects by the end of the day February 14, 2020 in either official language.



#### Optional Work Allowance

- I. The contractor may be required to provide an additional 75 hours of miscellaneous work that may arise as a result of course delivery.

#### Additional Options

- I. The contractor may be asked for delivery of a second and third course either identical to the first delivery, or with improvements based on feedback in 2020-2021. This may take place in Dartmouth, NS, Burlington, ON, Sidney, BC or Mont-Joli, QC.
- II. The contractor may be asked to deliver the course again in 2022-2023 and biennially beyond.

#### 3.3 Deliverables and Acceptance Criteria:

While working alongside designated CHS employees, the contractor will have to ensure full comprehension of the training materials such that they are able to deliver the material.

Review and comprehend the modules of the redesigned 2020 DT course:

- I. The contractor must demonstrate comprehension of the entire course material for the 2020 DT course after having been taught the material by designated CHS employees.
- II. This work will take place in Mont-Joli, Quebec.

Deliver the draft DT course and amend as agreed upon:

- I. The contractor must deliver the draft DT course to designated CHS employees who will audit the entire course.
- II. Any changes agreed upon by CHS designated employees will be incorporated into the final DT course and the contractor must re-deliver this finalized material.
- III. This work will take place in Mont-Joli, Quebec.

Administer and deliver the DT course:

- I. The contractor is expected to provide one finalized DT course, which is tentatively scheduled to take place in Burlington, Ontario February 3 - 14, 2020. The contractor will be required to be present in Burlington, Ontario seven days prior to the course to prepare for the course.
- II. The contractor will mark and must provide final grades within 3 weeks of the end of the course and will subsequently create certificates of completion to successful candidates. Documents will be sent electronically to CHS-HQ.



### 3.4 Constraints:

Relevant policies, standards and methodologies:

- I. The contractor must ensure that all software and/or applications that will be used to deliver the DT course module are supported by DFO. The contractor must also use the version that DFO is currently using and not select a newer version.
- II. The contractor must ensure that instructors and assistants are available to trainees during the entire training session. Feedback and follow-up clarification/information should be provided within 24 hours of receipt of inquiries.

Language requirements:

- I. The contractor must be able to deliver the course in both official languages (English and French) at an advanced level (see language grid at Appendix 'A') seamlessly and simultaneously. In addition, the contractor must ensure that all materials, questions and conversations are delivered equally and identically.

Travel and living requirements:

- I. The contractor will be responsible for their own accommodations, meals and travel.
- II. The contractor will be required to travel to Mont-Joli, Quebec for the “train the trainer” portion of the contract as well as for the delivery of the draft course.
- III. The contractor will be required to travel to Burlington, Ontario for the final training course.

### 3.5 Support Provided by Canada:

The CHS will provide:

- Course material to be taught at the DT course in digital format.
- One designated CHS employee to work alongside the contractor to “train the trainer” to ensure CHS content is reflected and taught throughout the course.
- Classrooms, computers (laptops) and required software for each trainee.
- Datasets required for exercises, labs, assignments, exams.
- Answer grid for final project.
- Stationary products (flip chart paper, markers, pens, paper, etc) required for the period of February 3 – 14, 2020.
- List of trainees/participants from across CHS Nationally



3.6 Timeframe and Delivery Dates:

Timeframe	Deliverables	Dates
Weeks 1 – 4: Review and comprehend the modules of the redesigned 2020 DT course.	<ul style="list-style-type: none"> <li>Review and comprehend all course materials.</li> </ul>	<ul style="list-style-type: none"> <li>Within 1 – 4 weeks of contract award</li> </ul>
Weeks 5 - 8 Deliver the draft DT course and amend as agreed upon.	<ul style="list-style-type: none"> <li>Deliver the course to designated CHS employees who will audit the course.</li> <li>Complete the final project using CHS methodologies; submit to designated CHS employee for marking.</li> <li>Modify and change the course as directed by the designated CHS employee.</li> </ul>	<ul style="list-style-type: none"> <li>Within 5 – 8 weeks of contract award</li> <li>Within 9 weeks of contract award.</li> </ul>
February – March, 2020: Administer and deliver the DT course.	<ul style="list-style-type: none"> <li>Course delivery to up to 24 trainees.</li> <li>Mark up to 24 projects submitted by trainees.</li> <li>Provide CHS-HQ with final marks and completion certificates for successful trainees.</li> </ul>	<ul style="list-style-type: none"> <li>Course is to be delivered in Burlington, Ontario February 3 – 14, 2020.</li> <li>Within 3 weeks of completion of course.</li> </ul>

3.8 Intellectual Property

In order for DFO to re-use and update all materials obtained through this contract, DFO shall retain all ownership rights, title and interest in and to all of its Intellectual Property.



**Appendix 'A'**

**LANGUAGE:**

The proposed resource must be fluent in English and French. Fluent is defined as Written, Verbal, and Comprehension at the advanced level. Please see below legend.

Legend	Oral	Comprehension	Written
<b>Basic</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>ask and answer simple questions;</li> <li>give simple instructions; and</li> <li>give uncomplicated directions relating to routine work situations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>fully understand very simple texts;</li> <li>grasp the main idea of texts about familiar topics; and</li> <li>read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.</li> </ul>
<b>Intermediate</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>sustain a conversation on concrete topics; report on actions taken;</li> <li>give straightforward instructions to employees; and</li> <li>provide factual descriptions and explanations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>grasp the main idea of most work-related texts;</li> <li>identify specific details; and</li> <li>distinguish main from subsidiary ideas.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.</li> </ul>
<b>Advanced</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>support opinions; and understand and express hypothetical and conditional ideas</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>understand most complex details, inferences and fine points of meaning; and</li> <li>have a good comprehension of specialized or less familiar material.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>write texts where ideas are developed and presented in a coherent manner.</li> </ul>



**ANNEX "B" BASIS OF PAYMENT**

The Contractor will be paid in accordance with the following basis of payment for all professional services.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and GST/HST extra, where applicable.

Firm Year 1 – Full course review including modules, schedules, course materials and final project for DT course and deliver the DT course

Description	Timeline	Deliverables	Payment Value
Review and comprehend modules for DT course and complete final project	Within 1 months of contract award	Course comprehension and final project completion	\$
Deliver the DT course to a designated CHS employee and amend as agreed upon	Within 2 months of contract award	Course delivered to CHS employee; documents updated as agreed upon.	\$
Deliver the DT course and final project	February 3 - 14, 2020	Final marks and certificate are sent to HQ	\$
Optional work allowance; up to 75 hours per year for miscellaneous work	As necessary throughout the year	Miscellaneous work as requested by CHS	\$
Total price			\$

Option Year 1 – Delivery of DT course (includes modules, correction of final project and delivery of final marks)

Description	Timeline	Deliverables	Payment Value
Delivery of second course DT and final project	Aiming for October 2020	Final marks and certificate are sent to HQ	\$
Modification and changes to courses as required	As necessary throughout the year	Updated electronic documents	\$
Option to deliver additional DT course if and as required	As requested but no more than 1 course	Final marks and certificate are sent to HQ	\$
Optional work allowance; up to 75 hours per year for miscellaneous work	As necessary throughout the year	Miscellaneous work as requested by CHS	\$
Total price			\$



Option Year 2 – Continuation of delivery of DT courses on an as required basis

Description	Timeline	Deliverables	Payment Value
Delivery of DT course / final project	As requested but no more than 1 courses each	Final marks and certificate are sent to HQ	\$
Optional work allowance; up to 75 hours per year for miscellaneous work	As necessary throughout the year	Miscellaneous work as requested by CHS	\$
Total price			\$

Option Year 3 – Continuation of delivery of DT courses on an as required basis

Description	Timeline	Deliverables	Payment Value
Delivery of DT course / final project	As requested but no more than 1 courses each	Final marks and certificate are sent to HQ	\$
Optional work allowance; up to 75 hours per year for miscellaneous work	As necessary throughout the year	Miscellaneous work as requested by CHS	\$
Total price			\$

Option Year 4 – Continuation of delivery of DT courses on an as required basis

Description	Timeline	Deliverables	Payment Value
Delivery of DT course / final project	As requested but no more than 1 courses each	Final marks and certificate are sent to HQ	\$
Optional work allowance; up to 75 hours per year for miscellaneous work	As necessary throughout the year	Miscellaneous work as requested by CHS	\$
Total price			\$





**ANNEX "C" EVALUATION CRITERIA**

**Corporate Mandatory Criteria:**

The Bidder must meet all mandatory criteria listed. Any bid not meeting any one of the mandatory criteria below will be deemed non-compliant and will not be given further consideration.

Item	Mandatory Requirement	Reference to Bidder's Proposal
<b>CM1</b>	<p>The Bidder must submit a Management Plan demonstrating how the Bidder proposes to provide the services described in the Statement of Work.</p> <p>The plan must contain at a minimum the following information:</p> <ul style="list-style-type: none"> <li>a) Description of the services to be provided and the documentation to be produced;</li> <li>b) Description of the Bidder's organization and the roles and responsibilities of each person;</li> <li>c) List of risks in delivering the services to CHS and their mitigation strategy;</li> <li>d) Description of the quality assurance measures that will be implemented to ensure quality of services.</li> </ul>	
<b>CM2</b>	<p>The Bidder must have provided training services to clients in English and in French during the last sixty (60) months.</p> <p>To demonstrate this experience, Bidders shall submit a summary of their experience by providing two (2) courses in French and two (2) courses in English or 4 bilingual courses containing the following information for each project:</p> <ul style="list-style-type: none"> <li>a) Project Name, language of the services;</li> <li>b) Description of the Bidder's responsibilities;</li> <li>c) Project duration in terms of starting and ending dates;</li> <li>d) Client name;</li> <li>e) The name and telephone number of the client contact who knows the Bidder's work and that can be reached during the evaluation period to validate the information provided.</li> </ul> <p>* The same courses delivered multiple times can be considered as separate courses.</p>	



**MANDATORY REQUIREMENTS:**

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered. Proposals not meeting the mandatory criteria will be excluded from further consideration.

\*\*\* Bidder must propose a team of three (3) resources that includes one lead resource.

<b>Lead Resource Name: _____</b> <b>Resource Two Name: _____</b> <b>Resource Three Name: _____</b>		
No.	ITEM	Proposal Page# (Bidder to Complete)
<b>M1</b>	The proposed lead resource overseeing the trainers must have a valid certification in Cat B Nautical Cartography (S-8). Photocopied certificate must accompany the bid in order to be considered for the evaluation.	
<b>M2</b>	Each of the proposed resource must have 12 months of experience as a trainer in a related field. Please demonstrate this through providing proposed resources resumes. Each training project must include: a) Project Name, language of the services; b) Description of the Bidder's responsibilities; c) Project duration in terms of starting and ending dates; d) Client name; e) The name and telephone number of the client contact who knows the Bidder's work and that can be reached during the evaluation period to validate the information provided.	



<b>No.</b>	<b>ITEM</b>	<b>Proposal Page# (Bidder to Complete)</b>
<b>M3</b>	<p>Each proposed resources must have at least 60 months of experience in the full suite of CARIS software. Please demonstrate this through providing proposed resources resume the following:</p> <ul style="list-style-type: none"><li>a) Project Name, language of the services;</li><li>b) Description of the Bidder's responsibilities;</li><li>c) Project duration in terms of starting and ending dates;</li><li>d) Client name;</li><li>e) The name and telephone number of the client contact who knows the Bidder's work and that can be reached during the evaluation period to validate the information provided.</li></ul>	
<b>M4</b>	<p>The lead proposed resource and a second resource must be able to deliver a course in both French and English.</p>	



**RATED CRITERIA**

<b>Lead Resource Name:</b> _____ <b>Resource Two Name:</b> _____ <b>Resource Three Name:</b> _____				
No.	Rated Criteria	Max Points	Evaluation Grid	Proposal Page# (Bidder to Complete)
R1	<p>The Contractor must possess a network of at least three (3) qualified resources (includes one lead resource) that can fulfill the role of course Instructor / Subject Matter Expert as defined in the Statement of Work. Each resource should have experience in design, development or delivery of professional development training courses as defined in the Statement of Work, during the last seventy two (72) months.</p> <p>For each proposed resource, Bidders must provide:</p> <ol style="list-style-type: none"> <li>Individual Name,</li> <li>Individual's education,</li> <li>Individual's language of work,</li> <li>Description of the individual's experience,</li> <li>List of courses designed, developed or delivered, description of the relevancy of the individual's qualifications to the services described in the Statement of Work.</li> </ol>	/15points maximum (5 points per resource)	<p>1 to 18 months of experience = One (1) point.            19 to 30 months of experience = Three (3) points.            31 months+ experience = Five (5) points.</p>	



No.	Rated Criteria	Max Points	Evaluation Grid	Proposal Page# (Bidder to Complete)
R2	<p>The Bidder must have delivered training courses as defined in the Statement of Work, during the last one hundred and twenty (120) months. The same courses delivered multiple times can be considered as separate courses.</p> <p>To demonstrate this experience, Bidders shall submit a summary of their experience by providing the following information for each course:</p> <p>a) Course title, topics, content and duration;</p> <p>b) Description of the Bidder's responsibilities;</p> <p>c) Project duration in terms of starting and ending dates;</p> <p>d) Client name;</p> <p>e) The name and telephone number of the client contact who knows the Bidder's work and that can be reached during the evaluation period to validate the information provided.</p>	/5	<p>1 to 2 training courses = One (1) point.            3 to 4 training courses = Three (3) points.            5+ training courses = Five (5) points.</p>	
R3	<p>The Contractor is able to provide three (3) bilingual resources that can fulfill the role of course Instructor / Subject Matter Expert as defined in the Statement of Work.</p>	/5	Yes = Five (5) points	
	Total Score	/25		