



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

PWGSC/TPSGC Acquisitions Bid Receiving

Box/Boîte de Réception des Soumissions

Bid Receiving Box/Boîte de Récepti

1st Floor/1<sup>ère</sup> étage, Suite 1212

100-1045 Main Street

Moncton

New Brunswick

E1C 1H1

Bid Fax: (506) 851-6759

## REQUEST FOR PROPOSAL

## DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Acquisitions NB/PEI (Moncton Office) – Bureau  
d'acquisitions N.-B./Î.-P.-É. (Moncton)

1045 Main Street / 1045, rue Main

Moncton

New Bruns

E1C 1H1

<b>Title - Sujet</b> Programme d'instruction hors du MDN Programme d'instruction hors du MDN, Ecole génie militaire Forces canadiennes	
<b>Solicitation No. - N° de l'invitation</b> W2037-200134/A	<b>Date</b> 2020-12-15
<b>Client Reference No. - N° de référence du client</b> W2037-200134	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MCT-033-5854	
<b>File No. - N° de dossier</b> MCT-0-43033 (033)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Atlantic Standard Time AST <b>on - le 2021-01-26</b> Heure Normale de l'Atlantique HNA	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Young (MCT), Leesa	<b>Buyer Id - Id de l'acheteur</b> mct033
<b>Telephone No. - N° de téléphone</b> (506) 871-1716 ( )	<b>FAX No. - N° de FAX</b> (506) 851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE BLDG H16, RM 312 P.O.BOX 17000 STN FORCES OROMCTO New Brunswick E2V4J5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>2</b>
1.1 INTRODUCTION .....	2
1.2 SUMMARY .....	2
1.3 DEBRIEFINGS.....	3
<b>PART 2 - BIDDER INSTRUCTIONS.....</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	3
2.2 SUBMISSION OF BIDS .....	4
2.3 FORMER PUBLIC SERVANT .....	4
2.4 ENQUIRIES - BID SOLICITATION.....	5
2.5 APPLICABLE LAWS.....	6
2.6 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY .....	6
2.7 BID CHALLENGE AND RECOURSE MECHANISMS .....	6
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>6</b>
3.1 BID PREPARATION INSTRUCTIONS .....	6
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>8</b>
4.1 EVALUATION PROCEDURES .....	8
4.2 BASIS OF SELECTION .....	8
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.....</b>	<b>9</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	9
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	10
<b>PART 6 – FINANCIAL AND OTHER REQUIREMENTS .....</b>	<b>11</b>
6.1 FINANCIAL CAPABILITY .....	11
<b>PART 7 - RESULTING CONTRACT CLAUSES .....</b>	<b>11</b>
7.1 STATEMENT OF WORK .....	11
7.2 STANDARD CLAUSES AND CONDITIONS.....	11
7.3 SECURITY REQUIREMENTS .....	11
7.4 TERM OF CONTRACT .....	11
7.5 AUTHORITIES .....	12
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	13
7.7 PAYMENT .....	13
7.8 INVOICING INSTRUCTIONS .....	14
7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	14
7.10 APPLICABLE LAWS.....	14
7.11 PRIORITY OF DOCUMENTS .....	14
7.12 DEFENCE CONTRACT .....	14
7.13 INSURANCE .....	14
<b>ANNEX “A” STATEMENT OF WORK.....</b>	<b>16</b>
<b>ANNEX “B” BASIS OF PAYMENT .....</b>	<b>17</b>
<b>ANNEX “C” MANDATORY CRITERIA.....</b>	<b>22</b>
<b>ANNEX “D” TO PART 5 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION .....</b>	<b>27</b>
<b>ANNEX “E” COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE BIDDER.....</b>	<b>28</b>

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

**PART 1 - GENERAL INFORMATION**

**1.1 Introduction**

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

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

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

**1.2 Summary**

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

**Responsibilities:**

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

**Program Description:**

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

- a) MOSID 00301 Refrigeration & Mechanical Technician (RM Tech),
- b) MOSID 00302 Electrical Distribution Technician (ED Tech),
- c) MOSID 00303 Electrical Generation Systems Technician (EGS Tech),

- d) MOSID 00304 Plumbing & Heating Technician (PH Tech),
- e) MOSID 00305 Water, Fuels & Environment Technician (WFE Tech),
- f) MOSID 00306 Construction Technician (Const Tech), and
- g) MOSID 00370 Drafting and Survey Technician (DS Tech).

#### Enrolment:

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

#### Period of Work

This educational service contract will be performed during a period of three years following Contract Award, with two option periods to extend for an additional 12 months and 18 months respectively, for a total of up to five years and six months.

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

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

### 1.3 Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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](#) (2020/05/28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 120 day

## **2.2 Submission of Bids**

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

PWGSC Acquisitions, Bid Receiving Box  
1st Floor, Suite 1212  
100-1045 Main Street  
Moncton, NB E1C 1H1

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

## **2.3 Former Public Servant**

### **Former Public Servant - Competitive Bid**

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

### **Definitions**

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

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

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

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

### **Former Public Servant in Receipt of a Pension**

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) 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.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than **ten (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 **New Brunswick**.

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

## 2.6 Basis for Canada's Ownership of Intellectual Property

The Department of National Defence has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

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

## 2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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

Section I: Technical Bid (1 hard copies)  
Section II: Management Bid (1 hard copies)  
Section III: Financial Bid (1 hard copies)  
Section IV: Certifications (1 hard copies)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

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

#### **Section I: Technical Bid**

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

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

#### **Section II: Management Bid**

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

#### **Section III: Financial Bid**

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

- 3.1.3 Exchange Rate Fluctuation**

[C3011T](#) (2013/11/06), Exchange Rate Fluctuation

- 3.1.4 SACC Manual Clauses**

#### **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”, “management” and “financial” evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

Mandatory and point rated technical and management evaluation criteria are included in Annex “C”.

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

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

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

### 4.2 Basis of Selection

#### 4.2.1 Basis

SACC *Manual* Clause [A0027T](#) , Basis of Selection – Highest Combined Rating of Technical Merit and Price

#### 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; and
  - (b) meet all mandatory criteria; and
  - (c) obtain the required minimum points specified **for each criterion. Maximum 15 points for the technical evaluation and 25 points for the management evaluation**, and
  - (d) obtain the required minimum of **9 points** overall for the technical evaluation criteria which are subject to point rating and a minimum of **15 points** for management evaluation criteria.

The rating is performed on a scale of **40 points**.

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

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

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

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

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

## **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 Integrity declaration form available of 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 specified 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 property 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.

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

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

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Status and Availability of Resources

SACC Reference	Section	Date
A3005T	Status and Availability of Resources	2010/08/16

#### 5.2.3.2 Education and Experience

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

## **PART 6 – FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Financial Capability**

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

## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

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

#### **7.2.1 General Conditions**

[2035](#) (2020/05/28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### **7.3 Security Requirements**

**7.3.1** There is no security requirement applicable to the Contract.

### **7.4 Term of Contract**

#### **7.4.1 Period of the Contract**

The period of the Contract is for a 3 year period from date of Contract award inclusive. (Date to be added at award)

#### **7.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to twelve (12) additional month period for option year one and an eighteen (18) month for the final options period, for a total of up to five (5) years and six (6) months under the same conditions. The first and second option periods will be **(dates to be added at award)** \_\_\_\_\_ to \_\_\_\_\_ and \_\_\_\_\_ to \_\_\_\_\_, respectively. **The last six (6) months of the second option period is for course completion only.** The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

## 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Leesa Young  
Title: Supply Specialist  
Public Services and Procurement Canada  
Acquisitions Branch  
Address: 1045 Main Street, 4<sup>th</sup> Floor  
Moncton, New Brunswick, E1C 1H1  
  
Telephone: (506) 871-1716  
Facsimile: (506) 851-6759  
E-mail address: leesa.young@pwgsc-tpsgc.gc.ca

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

### 7.5.2 Project Authority (to be included upon 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.

### 7.5.3 Contractor's Representative (bidder please complete)

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

## 7.6 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: 2019-01 of the Treasury Board Secretariat of Canada.

## 7.7 Payment

### 7.7.1 Basis of Payment – Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of payment in Annex "B", to a limitation of expenditure of \$ \_\_\_\_\_ (Amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

### 7.7.2 Limitation of expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (Amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.7.3 Method of Payment - Monthly Payments

SACC Reference	Section	Date
H1008C	Monthly Payment	2008/05/12

### 7.7.4 SACC Manual Clauses

SACC Reference	Section	Date
A9117C	T1204 - Direct Request by Customer Department	2007/11/30
K3410C	Canada to Own Intellectual Property Rights in Foreground Information	2015/02/25

### 7.7.5 Time Verification

SACC Reference	Section	Date
C0711C	Time Verification	2008/05/12

## **7.8 Invoicing Instructions**

1. 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 invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - (b) a copy of the all reports if applicable.
2. Invoices must be distributed as follows:
    - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **7.9 Certifications and Additional Information**

### **7.9.1 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.

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

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

## **7.10 Applicable Laws**

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

## **7.11 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [2035](#) (2020/05/28), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_,

## **7.12 Defence Contract**

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

## **7.13 Insurance**

SACC Manual clause [G1005C](#) (2016/01/28) Insurance – No Specific Requirement





**ANNEX “A” STATEMENT OF WORK**

**STATEMENT of WORK**

**For**

**OUT-SERVICE TRAINING PROGRAM**

**Construction Engineering Training Squadron  
Canadian Forces School of Military Engineering  
Combat Training Centre Gagetown  
2020**



**STATEMENT of WORK**

**For**

**OUT-SERVICE TRAINING PROGRAM**

**Construction Engineering Training Squadron  
Canadian Forces School of Military Engineering  
Combat Training Centre Gagetown  
2020**

## TABLE OF CONTENTS

<b>1. INTRODUCTION .....</b>	<b>3</b>
1.1 GENERAL .....	3
1.2 PROGRAM AUTHORITY .....	3
1.3 PROGRAM MANAGER .....	3
1.4 RESPONSIBILITIES .....	3
1.5 TERMINOLOGIES AND ABBREVIATIONS .....	4
<b>2. OBJECTIVE.....</b>	<b>5</b>
2.1 GENERAL .....	5
<b>3. SCOPE .....</b>	<b>5</b>
3.1 GENERAL .....	5
3.2 PROGRAM INTENT .....	5
3.3 PROGRAM DESCRIPTION.....	6
3.4 ENROLMENT .....	6
3.5 COURSES CANCELLATION.....	6
<b>4. TASKS AND REQUIREMENTS .....</b>	<b>7</b>
4.1 ACADEMIC PROGRAM.....	7
4.2 LOCATION .....	7
4.3 LANGUAGE OF INSTRUCTION.....	8
4.4 ACADEMIC STAFF .....	8
4.5 CONTRACTOR ACCREDITATION.....	8
4.6 STUDENT/INSTRUCTOR RATIO .....	8
4.7 CLASSROOMS AND LABORATORIES .....	8
4.8 ACCESSIBILITY.....	9
4.9 CLASS ENROLMENT.....	9
4.10 MONITORING.....	9
4.11 STUDENT MISCONDUCT .....	9
4.12 STORAGE AND PEDAGOGICAL SUPPLIES.....	9
4.13 FACILITIES ACCESS .....	10
4.14 TUTORIAL ASSISTANCE .....	10
4.15 EXPENDABLE AND NON-EXPENDABLE STORES.....	10
4.16 OST ADMINISTRATION OFFICE .....	10
4.17 INFORMATION TECHNOLOGY REQUIREMENTS.....	11
4.18 OFFICE STORAGE/AUXILIARY ROOM .....	11
4.19 STAFF PARKING.....	11
4.20 PRODUCTION OF SALEABLE ITEMS .....	11
4.21 SAFETY, SECURITY AND ENVIRONMENT .....	11
4.22 FOOD SERVICES.....	12
<b>5. CONSTRAINTS.....</b>	<b>12</b>
5.1 CONTRACT DURATION.....	12
5.2 PROGRAM SCHEDULE .....	12
5.3 INTELLECTUAL PROPERTY.....	13
5.4 CHANGES TO CONTRACT .....	13
5.5 FOOD PREPARATION AND SERVING.....	13
<b>6. CLIENT SUPPORT .....</b>	<b>14</b>
6.1 INFORMATION TECHNOLOGY SUPPORT .....	14
6.2 OST ADMINISTRATION OFFICE SUPPLIES .....	14

6.3	OST ADMINISTRATION STAFF.....	14
<b>7.</b>	<b>TIMELINES.....</b>	<b>14</b>
7.1	PERIOD OF WORK .....	14
7.2	CONTRACT EXTENSION.....	14
<b>8.</b>	<b>COSTS.....</b>	<b>14</b>
8.1	COURSE FEES.....	15
8.2	RE-TEACH AND TUTORIAL FEES.....	15
8.3	OST ADMINISTRATION STAFF FACILITIES .....	15
<b>9.</b>	<b>DELIVERABLES.....</b>	<b>15</b>
9.1	STUDENTS SUCCESS RATE.....	15
9.2	RE-TEACH / TUTORIAL POLICY .....	15
9.3	TESTING / EXAMINATION POLICY .....	16
9.4	RE-TESTING POLICY .....	16

#### APPENDIXES\*

Appendix A	TP for MOSID 00301 RM Tech Apprentice
Appendix B	TP for MOSID 00302 ED Tech Apprentice
Appendix C	TP for MOSID 00303 EGS Tech Apprentice
Appendix D	TP for MOSID 00304 PH Tech Apprentice
Appendix E	TP for MOSID 00305 WFE Tech Apprentice
Appendix F	TP for MOSID 00306 Const Tech Apprentice
Appendix G	TP for MOSID 00370 DS Tech Apprentice
Appendix H	TP for MOSID 00301 RM Tech Journeyman
Appendix I	TP for MOSID 00302 ED Tech Journeyman
Appendix J	TP for MOSID 00303 EGS Tech Journeyman
Appendix K	TP for MOSID 00304 PH Tech Journeyman
Appendix L	TP for MOSID 00305 WFE Tech Journeyman
Appendix M	TP for MOSID 00306 Const Tech Journeyman
Appendix N	TP for MOSID 00370 DS Tech Journeyman
Appendix O	Tools & Eqpt for RM Tech Apprentice courses
Appendix P	Tools & Eqpt for ED Tech Apprentice courses
Appendix Q	Tools & Eqpt for EGS Tech Apprentice course
Appendix R	Tools & Eqpt for PH Tech Apprentice courses
Appendix S	Tools & Eqpt for WFE Tech Apprentice courses
Appendix T	Tools & Eqpt for Const Tech Apprentice courses
Appendix U	Tools & Eqpt for DS Tech Apprentice courses
Appendix V	Tools & Eqpt for RM Tech Journeyman courses
Appendix W	Tools & Eqpt for ED Tech Journeyman courses
Appendix X	Tools & Eqpt for EGS Tech Journeyman course
Appendix Y	Tools & Eqpt for PH Tech Journeyman courses
Appendix Z	Tools & Eqpt for WFE Tech Journeyman courses
Appendix AA	Tools & Eqpt for Const Tech Journeyman courses
Appendix BB	Tools & Eqpt for DS Tech Journeyman courses
Appendix CC	CAF Food Service Standards

\* Appendixes A thru CC are in electronic format, and will be made available upon request.

## 1. INTRODUCTION

### 1.1 General

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

### 1.2 Program Authority

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

### 1.3 Program Manager

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

### 1.4 Responsibilities

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

Table 1. Responsibility Matrix.

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

## 1.5 Terminologies and Abbreviations

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

Table 2. List of terminologies, acronyms and abbreviations.

5 CDSB	5 <sup>th</sup> Canadian Division Support Base
CETS	Construction Engineering Training Squadron – a sub-unit of CFSME responsible for training construction engineering technicians in the CF.
CF	Canadian Forces
CFB	Canadian Forces Base
CFSME	Canadian Forces School of Military Engineering – a training establishment responsible for training military engineers in the CF.
Const Tech	Construction Technician (MOSID 00306)
DND	Department of National Defence
DS Tech	Drafting and Survey Technician (MOSID 00370)
DTT	Detailed Timetable
ED Tech	Electrical Distribution Technician (MOSID 00302)
EGS Tech	Electrical Generating Systems Technician (MOSID 00303)
EO	Enabling Objective
In-House Training	Course conducted at CFSME.
LP	Lesson Plan
MOSID	Military Occupation Specification Identification – numerical designation to identify specific trades in the CF.
OC	Officer Commanding – senior officer in-charge of a squadron (e.g. OC CETS).
OST	Out-Service Training – courses conducted outside of CFSME delivered by a civilian Contractor through a service contract.
PH Tech	Plumbing and Heating Technician (MOSID 00304)
PM	Program Manager
PO	Performance Objective

PPE	Personal Protective Equipment (eg; hardhats, ear defenders, etc).
RM Tech	Refrigeration and Mechanical Technician (MOSID 00301)
SOW	Scope of Work
TP	Training Plan
WFE Tech	Water, Fuel & Environment Technician (MOSID 00305)
CY	Contract Year (e.g.: 01 Nov 20 to 31 Oct 21)

## 2. OBJECTIVE

### 2.1 General

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

## 3. SCOPE

### 3.1 General

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

### 3.2 Program Intent

Although it is the intent of DND that the successful bidder be capable of conducting one course per trade per contract year (CY), there is no guarantee that the annual intake of military trades personnel will support this. There is also the possibility that CF production requirements may require the Contractor to deliver more than one course per CY on a specific trade, with the potential for courses to run concurrently. This document details the



generic requirements for the program and includes all (electronic copies available upon request) of the appendixes that apply to the seven possible technical trades courses that may be required annually.

### 3.3 Program Description

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

- a. MOSID 00301 Refrigeration & Mechanical Technician (RM Tech)
- b. MOSID 00302 Electrical Distribution Technician (ED Tech)
- c. MOSID 00303 Electrical Generation Systems Technician (EGS Tech)
- d. MOSID 00304 Plumbing & Heating Technician (PH Tech)
- e. MOSID 00305 Water, Fuels & Environment Technician (WFE Tech)
- f. MOSID 00306 Construction Technician (Const Tech)
- g. MOSID 00370 Drafting and Survey Technician (DS Tech)

### 3.4 Enrolment

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

### 3.5 Courses Cancellation

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

#### 4. TASKS AND REQUIREMENTS

##### 4.1 Academic Program

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

Table 3. Daily timetable example.

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

##### 4.2 Location

The preferred location of instruction for all students will be supplied within the three Maritime Provinces (New Brunswick, Nova Scotia, and Prince Edward Island) and located within 50 km of a Canadian Forces Base (CFB) or a Canadian Army Divisional Support Base able to provide administration and logistic support to CFSME.

The use of military facilities including, but not limited to, the provision of the required standard for meals, lodging, transportation, medical, dental, social work and administrative support is required in order to ensure cost efficiency for this OST program. In addition, this program must factor in the Quality of Life for students who will be posted to, and have their dependents located at 5th Canadian Division Support Base (5 CDSB) Gagetown for the duration of their course. The OST program location should

be within a reasonable distance from 5 CDSB Gagetown in order to allow students to commute on weekends and holidays, at minimal cost to the individual. Furthermore, location of the Contractor must be accessible to CFSME staff that will, from time-to-time, monitor the conduct of course instructions and carry out routine military duties involving students attending the OST program.

#### 4.3 Language of Instruction

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

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

#### 4.4 Academic Staff

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

#### 4.5 Contractor Accreditation

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

#### 4.6 Student/Instructor Ratio

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

#### 4.7 Classrooms and Laboratories

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

a) are comparable to those allocated to non-DND students attending full time studies;

- b) are located within the Contractor supplied facility;
- c) have sufficient and adequate desks, chairs and instructional aids to accommodate all students;
- d) have audio-visual equipment necessary to effectively deliver the courses; and
- e) have instructional aids as per or comparable to Non-Expendable stores and equipment list, attached as Appendixes O through BB.

4.8 Accessibility

The Contractor should support classroom learning for students with physical and mental disabilities. Learning disabilities include but is not limited to dyslexia (reading), dyscalculia (math), and Dysgraphia (writing). The Contractor should show they are capable of offering strategies such as using adaptive software and technology and on-campus support centres. In-classroom accommodations might include accessible seating and assistants as required.

4.9 Class Enrolment

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

4.10 Monitoring

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

4.11 Student Misconduct

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

4.12 Storage and Pedagogical Supplies

The Contractor will provide all pedagogical supplies (paper, pens, binders, etc.). The Contractor will provide one individual locker sufficient to hold one set of personal clothing and equipment for each student. The Contractor will provide a self-contained, lockable storage area for tools storage based on two square meters per student. Lockers and storage facilities

will be located near to or co-located with the respective classrooms or laboratories.

4.13 Facilities Access

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

4.14 Tutorial Assistance

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

4.15 Expendable and Non-Expendable Stores

The Contractor will provide all expendable and non-expendable stores required for the conduct of the courses. The Contractor will be responsible for the life cycle management of all expendable and non-expendable stores associated with this program. The expendable and non-expendable stores that are required to conduct the courses at CFSME are provided as an example in Appendices 1 and 2 to Appendixes O-BB as applicable. These examples are based on CFSME facilities and may vary based on the facilities provided by the Contractor and which POs/EOs are conducted by the Contractor.

4.16 OST Administration Office

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

- a) a dedicated photocopier, including its repair and maintenance (paper and ink cartridges will be provided by DND);
- b) adequate lighting, heating, air conditioning, and electricity;
- c) daily mail pick up and delivery;
- d) daily office cleaning services; and

e) access to staff washroom/shower facilities and individual lockers sufficient to hold personal clothing and equipment for OST staff members.

4.17 Information Technology Requirements

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

a) adequate desktop computer connection via a Local Area Network (LAN), with e-mail capability and access to the Internet, for each workstation in the office, including the interview room;

b) two (2) telephone lines with long distance dialing capability, separate from the LAN connections (one line in the main office area, one line in the interview room); and

c) one (1) dedicated phone line with long distance capability for a DND-supplied fax machine.

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

4.18 Office Storage/Auxiliary Room

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

4.19 Staff Parking

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

4.20 Production of Saleable Items

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

4.21 Safety, Security and Environment

The Contractor will observe and enforce applicable health and safety regulations in accordance with Municipal, Provincial, Federal and/or

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

#### 4.22 Food Services

CFSME requires the Contractor to provide hot lunch meals for CFSME OST students meeting the CAF Food Service Standards and dietary guidelines recommended by the Canada Food Guide. Lunch meals must be provided Monday to Friday, during the scheduled lunch break of each course in session:

- a) Meals must consist of soup or salad option, main course and a beverage such as milk, juice, coffee or tea, or bottled water;
- b) Meals must offer substantially different options each day. Menu items shall not be repeated on successive days, and not more than twice in any given week, e.g. Do not offer hamburgers on Monday and Tuesday or on Monday, Wednesday and Friday
- c) Meals must conform to Canada Food Guidelines;
- d) Each student will receive one meal per day when courses are in session;
- e) The Contractor must record the number of meals provided to students each training day. An accurate and verifiable record of all meals taken by CFSME students must be provided with each monthly invoice submitted.

## 5. CONSTRAINTS

### 5.1 Contract Duration

This OST program contract will be for a period of up to three years with the option to extend for two additional periods of 1 year and 18 months, for a total of five years and six (6) months.

### 5.2 Program Schedule

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



### 5.3 Intellectual Property

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

### 5.4 Changes to Contract

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

### 5.5 Food Preparation and Serving

Dining facilities must be located on the same campus as instruction. The Contractor must be in compliance with all with CAF standards and Food Safety Code Practices for Canada, and be in possession of the applicable up to date permits as required by Food Safety Code Practices for Canada:

a) The Contractor must currently provide food services, be in the catering business, or routinely arrange food services with a vendor currently in the catering business;

b) All facilities used to prepare and/or serve hot meals to CFSME personnel must be in possession of a valid food preparation/service permit from HRM and be inspected by DND from time-to-time as required to ensure compliance with CAF policies. The Contractor and its subcontractors (as applicable) must be able to provide proof of inspection upon request, and must follow and comply with the Food Services Regulations in force in the province/city the services will be received.

c) The Contractor must ensure that at least one individual who is acting as the supervisor of serving and/or food preparation facility (who has the care and control of the food establishment) has a valid certificate in food sanitation and hygiene training;

d) The requirement for meals will fluctuate depending on the number of students for each training session, the number of training sessions being offered concurrently, and necessary breaks in classroom sessions for other military training. Thus, the anticipated number of meals to be provided per month will be confirmed no later than 15 days prior to start of the month;

e) The Contractor must be able to provide reasonable options to accommodate special diet and allergy needs brought to its attention by OST students;



f) All dining areas must include dining room(s), tables, chairs, etc. as required. The Contractor must provide all equipment necessary for the delivery of meals, including cutlery, glassware, dishes, and any other necessary equipment;

g) The Contractor and its subcontractors (as applicable) must provide a valid up to date food services permit from the local municipality for both the food preparation and serving facilities. The Contractor must also advise if the status of the permit changes between contract award and performance of the contract.

## **6. CLIENT SUPPORT**

### **6.1 Information Technology Support**

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

### **6.2 OST Administration Office Supplies**

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

### **6.3 OST Administration Staff**

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

## **7. TIMELINES**

### **7.1 Period of Work**

This educational service contract will be performed during a period of three years following Contract Award, with two option periods to extend for an additional 12 months and 18 months respectively, for a total of up to five years and six months.

### **7.2 Contract Extension**

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

## **8. COSTS**

#### 8.1 Course Fees

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

#### 8.2 Re-Teach and Tutorial Fees

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

#### 8.3 OST Administration Staff Facilities

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

### 9. DELIVERABLES

#### 9.1 Students Success Rate

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

#### 9.2 Re-Teach / Tutorial Policy

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

encourage stronger students to help weaker ones to minimize extra instructional periods.

9.3 Testing / Examination Policy

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

9.4 Re-Testing Policy

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

## ANNEX "B" BASIS OF PAYMENT

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

### Year 1 – For a period of one year from date of contract award (dates added at award)

MOSID	Trade	Training Days	Cost Per Course		
Apprentice			Up to 8 Students	Up to 12 Students	Up to 16 Students
00301	RM Tech	115	\$	\$	\$
00302	ED Tech	117			
00303	EGS Tech	121			
00304	PH Tech	131			
00305	WFE Tech	120			
00306	Const Tech	151			
00370	DS Tech	126			
Journeyman			Up to 8 Students	Up to 12 Students	Up to 16 Students
00301	RM Tech QL5A	83	\$	\$	\$
00302	ED Tech QL5A	98			
00303	EGS Tech QL5A	78			
00304	PH Tech QL5A	72			
00305	WFE Tech QL5A	115			
00306	Const Tech QL5A	28			
00370	DS Tech QL5A	126			
Re-Teach and Tutorial Fee (rate/hour)				\$	
Staff Facilities (flat rate/month/campus)				\$	

Lunch Meal (cost/meal)	Estimated Number of Meals*	Total Evaluated Price
\$	4256	\$

\*Lunch meals are based on an estimate. There is not a guarantee on quantity. For evaluation purposes only.

**Year 2 – for a period of one year (dates added at award)**

MOSID	Trade	Training Days	Cost Per Course		
Apprentice			Up to 8 Students	Up to 12 Students	Up to 16 Students
00301	RM Tech	115	\$	\$	\$
00302	ED Tech	117			
00303	EGS Tech	121			
00304	PH Tech	131			
00305	WFE Tech	120			
00306	Const Tech	151			
00370	DS Tech	126			
Journeyman			Up to 8 Students	Up to 12 Students	Up to 16 Students
00301	RM Tech QL5A	83	\$	\$	\$
00302	ED Tech QL5A	98			
00303	EGS Tech QL5A	78			
00304	PH Tech QL5A	72			
00305	WFE Tech QL5A	115			
00306	Const Tech QL5A	28			
00370	DS Tech QL5A	126			
Re-Teach and Tutorial Fee (rate/hour)				\$	
Staff Facilities (flat rate/month/campus)				\$	

Lunch Meal (cost/meal)	Estimated Number of Meals*	Total Evaluated Price
\$	4256	\$

\*Lunch meals are based on an estimate. There is not a guarantee on quantity. For evaluation purposes only.

**Year 3 – for a period of one year (dates added at award)**

MOSID	Trade	Training Days	Cost Per Course		
Apprentice			Up to 8 Students	Up to 12 Students	Up to 16 Students
00301	RM Tech	115	\$	\$	\$
00302	ED Tech	117			
00303	EGS Tech	121			
00304	PH Tech	131			
00305	WFE Tech	120			
00306	Const Tech	151			
00370	DS Tech	126			
Journeyman			Up to 8 Students	Up to 12 Students	Up to 16 Students
00301	RM Tech QL5A	83	\$	\$	\$
00302	ED Tech QL5A	98			
00303	EGS Tech QL5A	78			
00304	PH Tech QL5A	72			
00305	WFE Tech QL5A	115			
00306	Const Tech QL5A	28			
00370	DS Tech QL5A	126			
Re-Teach and Tutorial Fee (rate/hour)				\$	
Staff Facilities (flat rate/month/campus)				\$	

Lunch Meal (cost/meal)	Estimated Number of Meals*	Total Evaluated Price
\$	4256	\$

\*Lunch meals are based on an estimate. There is not a guarantee on quantity. For evaluation purposes only.

Solicitation No. - N° de l'invitation  
W2037-200134/MCT  
Client Ref. No. - N° de réf. du client  
W237-200134

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-0-43033

Buyer ID - Id de l'acheteur  
MCT033  
CCC No./N° CCC - FMS No./N° VME

**Option Period 1 - for a period of one year (dates added at award)**

MOSID	Trade	Training Days	Cost Per Course		
Apprentice			Up to 8 Students	Up to 12 Students	Up to 16 Students
00301	RM Tech	115	\$	\$	\$
00302	ED Tech	117			
00303	EGS Tech	121			
00304	PH Tech	131			
00305	WFE Tech	120			
00306	Const Tech	151			
00370	DS Tech	126			
Journeyman			Up to 8 Students	Up to 12 Students	Up to 16 Students
00301	RM Tech QL5A	83	\$	\$	\$
00302	ED Tech QL5A	98			
00303	EGS Tech QL5A	78			
00304	PH Tech QL5A	72			
00305	WFE Tech QL5A	115			
00306	Const Tech QL5A	28			
00370	DS Tech QL5A	126			
Re-Teach and Tutorial Fee (rate/hour)				\$	
Staff Facilities (flat rate/month/campus)				\$	

Lunch Meal (cost/meal)	Estimated Number of Meals*	Total Evaluated Price
\$	4256	\$

\*Lunch meals are based on an estimate. There is not a guarantee on quantity. For evaluation purposes only.

**Option Period 2 - for a period of one year (dates added at award)**

MOSID	Trade	Training Days	Cost Per Course		
Apprentice			Up to 8 Students	Up to 12 Students	Up to 16 Students
00301	RM Tech	115	\$	\$	\$
00302	ED Tech	117			
00303	EGS Tech	121			
00304	PH Tech	131			
00305	WFE Tech	120			
00306	Const Tech	151			
00370	DS Tech	126			
Journeyman			Up to 8 Students	Up to 12 Students	Up to 16 Students
00301	RM Tech QL5A	83	\$	\$	\$
00302	ED Tech QL5A	98			
00303	EGS Tech QL5A	78			
00304	PH Tech QL5A	72			
00305	WFE Tech QL5A	115			
00306	Const Tech QL5A	28			
00370	DS Tech QL5A	126			
Re-Teach and Tutorial Fee (rate/hour)				\$	
Staff Facilities (flat rate/month/campus)				\$	

Lunch Meal (cost/meal)	Estimated Number of Meals*	Total Evaluated Price
\$	4256	\$

\*Lunch meals are based on an estimate. There is not a guarantee on quantity. For evaluation purposes only.



## ANNEX "C" MANDATORY CRITERIA

### Mandatory Technical (MT) Criteria:

Bids MUST meet the mandatory requirements specified below. To demonstrate that all requirements of the technical specifications are respected, bidders MUST respond with complete specifications and/or descriptive literature of the equipment being offered.

**The complete specifications and/or descriptive literature should be submitted with the proposal** but may be submitted afterwards. If the complete specifications and/or descriptive literature are not submitted with the proposal, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet this requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

Any proposal which fails to meet all mandatory specifications and requirements will be deemed non-responsive. Each requirement should be addressed separately.

### Point Rated (PR) Criteria:

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

Bidders must achieve a minimum passing mark of 60% in the point rated technical and management criterion (24 points out of 40 maximum points) and 60% in the point rated management criterion (126 points out of 210 points) in order to be considered responsive.

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

	Mandatory Technical Criterion	Page Cross Ref	Met/ Not Met	Comments
MT1	Services are to be conducted by a recognized, post-secondary vocational, and provincially accredited academic institution.			
MT2	The bidder/institution must be located within 50 KM of a Canadian Forces Base or Canadian Army Division Support Base located in the three Maritime Provinces (New Brunswick, Nova Scotia, and Prince Edward Island).			
MT3	Instructional staff will, for each of the seven (7) trades, have journeyman certification with minimum of five (5) years of current working experience related to the trade the instructor will be teaching.			

Solicitation No. - N° de l'invitation  
W2037-200134/MCT  
Client Ref. No. - N° de réf. du client  
W237-200134

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-0-43033

Buyer ID - Id de l'acheteur  
MCT033  
CCC No./N° CCC - FMS No./N° VME

	<b>Mandatory Technical Criterion</b>	<b>Page Cross Ref</b>	<b>Met/ Not Met</b>	<b>Comments</b>
<b>MT4</b>	Bidder must be able to provide the services for all of the seven (7) trades specified in this requirement to run continuously.			
<b>MT5</b>	Bidder must be able to provide instruction staffs that is able to conduct training in English for all of the seven (7) trades specified.			
<b>MT6</b>	Bidder must be able to provide instructional staffs that is able to provide "French Assist" to students when required, for all of seven (7) trades specified.			
<b>MT7</b>	Bidder must be able to provide food services to students meeting the CAF Food Service Standards and dietary guidelines recommended by the Canada Food Guide.			
<b>MT8</b>	Dining facilities must be on the same campus as instruction, and meet the requirements out lined in 5.5 of Annex A.			

### Point Rated (PR) Criteria:

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

Bidders must achieve a minimum overall passing mark of 60% (24 points out of 40 maximum) in the criteria which is subject to point rating for the Technical and management proposal in order to be considered responsive.

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

### Technical Criteria: Maximum 15, Minimum 9

	Point Rated Technical Criterion	Point Range	Score	Comments
PR1	Understanding of Scope and Objectives Maximum: 5 points			
	Proposal demonstrates a complete understanding of the scope & objectives (accepted curriculum as described in SOW or provided valuable proposed improvements/modifications. Demonstrated understanding of and willingness to undertake responsibilities with respect to Contract Administration and Curriculum Administration)	5 points		
	Proposal demonstrates an appreciated understanding of scope & objectives	3 points		
	Proposal demonstrates inadequate understanding of scope & objectives	1 point		
PR2	Adequacy of Work Plan and Schedule Maximum: 5 points			
	Proposal provides a very detailed work plan & schedule (detailed time table) that will meet target work period and respect exigencies of the TP.	5 points		
	Work plan & schedule (block time table) not as detailed but will meet target work period.	3 points		
	Work plan & schedule (block time table) does not show sufficient detail	1 point		

	Point Rated Technical Criterion	Point Range	Score	Comments
<b>PR3</b>	<b>Proposed Approach and Methodology Maximum: 5 points</b>			
	Proposal demonstrates an excellent approach and methodology (demonstrates adequate resources, staffing ratio, team organization and level of effort, reporting and debriefing arrangements)	5 points		
	Proposal demonstrates a good approach and methodology	3 points		
	Proposal fails to demonstrate approach and methodology	1 point		

**Management Criteria Maximum 25, Minimum 15**

	Point Rated Management Criterion	Point Range	Score	Comments
<b>PR5</b>	<b>Qualifications of Management Personnel Maximum: 4 points</b>			
	Proposed management personnel of the project have the applicable experience, education, and organizational position to represent the institution in discussion with DND. Bidder has a demonstrated ability to control costs and/or to identify workable solutions to improve project delivery. Bidder has demonstrated experience in projects of a larger scope, dollar value, client, degree of success	4 points		
	Proposed management personnel have applicable experience, education, and organizational position to represent the institution in discussion with DND. Bidder has demonstrated experience in projects of a similar scope, dollar value, client, degree of success	3 points		
	Proposed management personnel do not have applicable experience or education in management of large projects. Bidder has no experience in managing projects of a similar scope	1 point		

	Point Rated Management Criterion	Point Range	Score	Comments
PR6	Qualifications of Instructional Personnel Proposed Maximum: 5 points			
	Key instructional personnel are qualified to the journeyman level and have more than five years' experience in their trade and in instruction in their trade as required in the SOW.	5 points		
	Key instructional personnel are qualified to the journeyman level and have five years' experience in their trade as required in the SOW.	3 points		
	Key instructional personnel are not qualified to the journeyman level and/or do not have five years' experience in their trade as required in the SOW.	1 point		
PR7	Firm Experience Maximum: 5 points			
	Previous experience providing customized training to The Government of Canada	4 points		
	Previous experience providing customized training.	3 points		
	Fails to demonstrate related experience in providing customized training	1 point		
PR8	Admin Office, Classrooms and Equipment Maximum: 5 points			
	Proposal demonstrates a training facility with classrooms, offices, and facilities, that are completely comparable to those used by the bidders normal staff, that meets the requirements of the SOW	5 points		
	Proposal demonstrates a facility with classrooms, offices, and facilities that meet some but not all of the requirements of the SOW	3 points		
	Proposal fails to demonstrate a facility with classrooms that will meet the requirement	1 point		
PR9	Ability to provide and deliver training in French Maximum: 6 points			
	Conduct training in French for each trades. (MOSID 00301; MOSID 00302; MOSID 00303; MOSID 00304; MOSID 00305; MOSID 00306; MOSID 00370)	1 point per trade for a total of 7 points		

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## ANNEX "D" to PART 5 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.
- OR
- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

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

Solicitation No. - N° de l'invitation  
W2037-200134/MCT  
Client Ref. No. - N° de réf. du client  
W237-200134

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-0-43033

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

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**ANNEX “E” COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE BIDDER**

Complete Legal Name of Supplier: \_\_\_\_\_

Supplier Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supplier Procurement Business Number (PBN): \_\_\_\_\_

**NOTE TO BIDDERS: WRITE DIRECTORS' AND/OR OWNERS' SURNAMES AND GIVEN NAMES**

NAME	JOB TITLE / POSITION

Include additional names on a separate sheet if required.