



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux  
Canada

Voir dans le document/

See herein

NA

Québec

NA

## 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

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Oue  
800, rue de La Gauchetière Ouest  
7e étage, suite 7300  
Montréal  
Québec  
H5A 1L6

|   |  |
|---|--|
| <b>Title - Sujet</b> Test MBTI  |  |
| <b>Solicitation No. - N° de l'invitation</b><br>W6509-205165/A  | <b>Date</b><br>2021-03-18                    |
| <b>Client Reference No. - N° de référence du client</b><br>W6509-205165   |  |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$MTA-825-16113   |  |
| <b>File No. - N° de dossier</b><br>MTA-0-43174 (825)  | <b>CCC No./N° CCC - FMS No./N° VME</b>       |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT<br><b>on - le 2021-04-05</b> Heure Avancée de l'Est HAE  |  |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>  |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Austin, Cindy  | <b>Buyer Id - Id de l'acheteur</b><br>mta825 |
| <b>Telephone No. - N° de téléphone</b><br>(438) 995-7477 ( )  | <b>FAX No. - N° de FAX</b><br>( ) -          |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>CMR Saint-Jean<br>15 rue Jacques-Cartier Nord<br>St-Jean-Sur-Richel<br>Québec<br>J3B 8R8<br>Canada |  |

Instructions: See Herein

Instructions: Voir aux présentes

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



| Item<br>Article | Description                                      | Dest.<br>Code<br>Dest. | Inv.<br>Code<br>Fact. | Qty<br>Qté | U. of I.<br>U. de D. | Unit Price/Prix unitaire<br>FOB/FAM<br>Destination Plant/Usine |    | Delivery Req.<br>Livraison Req. | Del. Offered<br>Liv. offerte |
|-----------------|--|------------------------|-----------------------|------------|----------------------|--|----|---------------------------------|------------------------------|
| 4               | Test intelligence emotionnelle et<br>personalite | W6509                  | W6509                 | 1          | Lot                  | \$   | \$ | Voir doc.                       |                              |

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## **TITLE**

Bid solicitation # W6509-205165/A, issued for the provision of the following services: To provide Psychometric Tools for Programs taught at RMC Saint-Jean.

## **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 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

### **List of Attachments**

Attachment 1 to part 1, List of Suppliers  
Attachment 1 to part 2, Non-Disclosure Agreement  
Attachment 1 to part 4, Technical Criteria  
Attachment 1 to part 5, Additional certifications required precedent to contract award

### **List of Annexes**

Annex A, Statement of Work;  
Annex B, Basis of Payment;

## **1.2 Summary**

### **1.2.1 Title**

Psychometric Tools at RMC Saint-Jean

### **1.2.2 Description of Work**

To provide candidates with psychometric tools in a stable and sustainable manner in RMC Saint-Jean programs that support the development of key competencies for the following:

- Students at the Chief Warrant Officer Robert-Osside Profession of Arms Institute;
- Military Staff at RMC Saint-Jean; and
- Cadets at RMC Saint-Jean.

This requirement is divided into two (2) different categories of tests:

- 1) Trait Emotionnal Intelligence Tests
- 2) Personality Tests

### **1.2.3 Additional Information**

- a. The organization for which the services are to be rendered is the Department of National Defense.
- b. The period of the Contract is from date of Contract to August 31st 2021 inclusive with four (4) options to extend the period for a total possible contract length going to March 31<sup>st</sup>, 2026.
- c. The requirement is subject to the provisions of the "World Trade Organization Agreement on Government Procurement (WTO-AGP)", "the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the "Canadian Free Trade Agreement (CFTA)".
- d. The resulting contract(s) will not include deliveries of services within locations within "Yukon, Northwest Territories, Nunavut, Quebec, or Labrador" that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within "Yukon, Northwest Territories, Nunavut, Quebec, or Labrador" that are subject to CLCAs will have to be treated as a separate procurement not forming part of the bid solicitation.
- e. This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## **1.3 Debriefings**

Solicitation No. - N° de l'invitation  
**W6509-205165/A**  
Client Ref. No. - N° de réf. du client  
**W6509-205165**

Amd. No. - N° de la modif.  
File No. - N° du dossier  
**MTA-0-43174**

Buyer ID - Id de l'acheteur  
**mta825**  
CCC No./N° CCC - FMS No./N° VME

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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.

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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.

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 3.a) of Section 01, Integrity Provisions - Bid, of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 calendar days.

#### 2.1.1 SACC Manual Clauses

[A7035T](#) (2007-05-25), List of Proposed Subcontractors.

### 2.2 Submission of Bids

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

#### PWGSC Québec Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

**Note: Bids will not be accepted if emailed directly to this email address.** This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing.

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

## 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to 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 Inquiries - Bid Solicitation

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

## 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Quebec .

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 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)



Solicitation No. - N° de l'invitation  
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**MTA-0-43174**

Buyer ID - Id de l'acheteur  
**mta825**  
CCC No./N° CCC - FMS No./N° VME

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- (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.

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

The Bidder must submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

Bids transmitted by facsimile or hardcopy will not be accepted.

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

#### **3.1.1 Multiple bids**

Multiple bids from the same Bidder (or a bid from a Bidder and another bid from any of its affiliates) are not permitted in response to this bid solicitation. Each Bidder must submit only a single bid. For the purpose of this bid solicitation, individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture. If any Bidder submits more than one bid (or an affiliate also submits a bid), either on its own or as part of a joint venture, Canada will choose in its discretion which bid to consider.

#### **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.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

The technical bid consists of the following:

- (i) All the information required to demonstrate its conformity with the Mandatory and Point Rated Technical Criteria;
- (ii) Each criteria should be addressed separately;

#### **Section II: Financial Bid**

Bidders must submit their financial bid as follows:

- a. Bidders must submit their financial bid in accordance with the Basis of Payment detailed at Annex B. The total amount of Applicable Taxes must be shown separately.
- b. **All costs must be included:** The financial bid must indicate all costs relating to the requirement described in this bid solicitation for the entire duration of the contract.
- c. **Prices Not Listed:** Bidders are asked to enter "\$ 0.00>" for any item they do not intend to charge or that have already been added to other prices in the table. If the Bidder leaves the field blank, Canada will consider the price to be "\$ 0.00>" for evaluation purposes and may ask the Bidder to confirm that the price is "\$ 0.00>". No tenderer will be authorized to add or modify a price during this confirmation. If the Bidder refuses to confirm that the price of a blank field is \$ 0.00, their bid will be declared non-responsive.
- d. When preparing their financial bid, Bidders should review clause 4.1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 6.11, Payment, of Part 6 of the bid solicitation.
- e. Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

### 3.1.2 SACC Manual Clauses

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

### 3.1.3 Electronic Payment of Invoices - Bid

Canada requests that bidders:

1. select option 1 or, as applicable, option 2 below; and
2. include the selected option in Section II of their bid.

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

Option 1:

The Bidder accepts to be paid by the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card
- ☐ MasterCard Acquisition Card
- ☐ Direct Deposit (Domestic and International)
- ☐ Electronic Data Interchange (EDI)
- ☐ Wire Transfer (International Only)
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

Option 2:

- ☐ The Bidder does not accept to be paid by Electronic Payment Instruments.

### Section III: Certifications

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information.

### Section IV: Additional Information

In Section IV of their bid, bidders should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
4. for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;

### **3.2 Accessibility Standards**

In accordance with the [Treasury Board Contracting Policy](#) and the *Accessible Canada Act*, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this requirement and must:

- (i) demonstrate how the proposed goods and/or services meet the accessibility requirement at delivery; or
- (ii) describe how it would deliver the proposed goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.

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## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids

#### 4.1.1 Technical Evaluation

**This requirement is divided into two (2) different categories of tests:**

- a) **Trait emotional intelligence tests:** As detailed in Section Tests under Paragraph 1. of Annex A, Statement of Work (SOW). This category is called Trait emotional intelligence tests.
- b) **Personality Tests:** As detailed in Section Tests under Paragraph 2. of Annex A, Statement of Work (SOW). This category is called Personality Tests.

**Note: Bidders may bid for one category or the other, or all categories.**

#### 4.1.1.2 Bidder Experience

Except where expressly provided otherwise, the experience described in the bid must be the experience of one or more of the following:

- a) The Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract); or
- b) The Bidder's affiliates (i.e. parent, subsidiary or sister corporations, maximum of 2), provided the Bidder identifies and demonstrates the transfer of know-how, the use of toolsets and the use of key personnel from the affiliate for the applicable criteria; or
- c) b) The Bidder's affiliates (i.e. parent, subsidiary or sister corporations, maximum of 2), provided the Bidder identifies and demonstrates the transfer of know-how, the use of toolsets and the use of key personnel from the affiliate for the applicable criteria; or
- d) The experience of the Bidder's suppliers will not be considered.

#### 4.1.1.3 Joint Venture Experience

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

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a

joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

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

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

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

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

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

that show in total 100 billable days.

- d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

#### **4.1.1.1 Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4, Technical Criteria.

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

Refer to Attachment 1 to Part 4, Technical Criteria. Point-rated technical criteria not addressed will be given a score of zero.

#### **4.1.2 Financial Evaluation**

Bidders must submit their prices and rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

## 4.2 Basis of Selection

### 4.2.1. Basis of Selection – Highest Combined Rating of Technical Merit [70 %] and Price [30%]”;

4.2.1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in Part 4 for the point rated technical criteria.

4.2.1.2 Bids not meeting 4.2.1.1 (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

4.2.1.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i):  $PS_i = LP / P_i \times 30$ .  $P_i$  is the evaluated price (P) of each responsive bid (i).

4.2.1.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):  $TMS_i = OS_i \times 70$ .  $OS_i$  is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.

4.2.1.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows:  $CR_i = PS_i + TMS_i$ .

4.2.1.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract.

4.2.1.7 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 the technical merit and price, respectively.

| Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%) |  |                                      |                      |
|---|--|--------------------------------------|----------------------|
| Bidder  | Bidder 1                                   | Bidder 2                             | Bidder 3             |
| Overall Score for All the Point Rated Technical Criteria                              | OS1: 120/135                               | OS2: 98/135                          | OS3: 82/135          |
| Bid Evaluated Price   | P1: C\$60,000                              | P2: C\$55,000                        | LP and P3: C\$50,000 |
| Calculations  | Technical Merit Score ( $OS_i \times 60$ ) | Pricing Score ( $LP/P_i \times 40$ ) | Combined Rating      |
| Bidder 1  | $120/135 \times 60 = 53.33$                | $50/60 \times 40 = 33.33$            | 86.66                |
| Bidder 2  | $98/135 \times 60 = 43.55$                 | $50/55 \times 40 = 36.36$            | 79.91                |
| Bidder 3  | $82/135 \times 60 = 36.44$                 | $50/50 \times 40 = 40.00$            | 76.44                |

Solicitation No. - N° de l'invitation  
W6509-205165/A  
Client Ref. No. - N° de réf. du client  
W6509-205165

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MTA-0-43174

Buyer ID - Id de l'acheteur  
mta825  
CCC No./N° CCC - FMS No./N° VME

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**Two (2) contracts, one for each category referred at point 1.1 Technical evaluation could be attributed.**



## ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

### MANDATORY AND POINT-RATED TECHNICAL CRITERIA

#### **A. Trait Emotional Intelligence Tests (as detailed in Section Tests under Paragraph 1. of Annex A, Statement of Work (SOW))**

In their proposals, bidders must demonstrate that they meet all of the following mandatory evaluation criteria (K). Failure to meet any of the requirements of the mandatory evaluation criteria will render the proposal non-responsive and will automatically eliminate it from the process.

| K  | CRITERIA  | Yes | No |
|----|---|-----|----|
|    | The bidder must propose:  |     |    |
| K1 | bilingual emotional intelligence tests (French/English) to meet the language requirements of the Canadian Armed Forces  |     |    |
| K2 | Emotional intelligence tests must have a test-retest reliability index higher than 0.7  |     |    |
| K3 | a bilingual (French/English) certification for bilingual emotional intelligence test administrators   |     |    |
| K4 | a bilingual (French/English) certification to certify bilingual emotional intelligence test administrators so that they can certify new administrators (master certification) |     |    |

Each bid meeting the mandatory requirement criteria (K1, K2, K3 and K4) presented above will be scored in accordance with the following evaluation criteria:

- The bidding firm's weighted evaluation score will be calculated by multiplying each evaluation score for criteria 1.1 to 1.4 by its respective weighting and adding the resulting four weighted scores.
- The bidding firm's weighted evaluation score must be a minimum of 50% for the bid to be considered responsive. Any score below 50% will cause the proposal to be automatically rejected.
- The total evaluation score of a proposal will be calculated by multiplying the weighted score on criterion 1 (firm evaluation) by a weight of 40% and multiplying the total evaluation score on criterion 2 (resource evaluation) by a weight of 60% and finally by adding the two results together to obtain a score out of 100 points.

### SUMMARY OF POINT RATED TECHNICAL CRITERIA

| 1. EVALUATION OF THE BIDDING FIRM       | A1<br>Evaluation<br>score<br>(0 to 10) | B1 Weight | (A1 X B1)<br>Weighted<br>evaluation<br>score |
|---|--|-----------|--|
| 1.1 Presentation – clarity              |  | 10%       |  |
| 1.2 Understanding of the scope of work; |  | 20%       |  |
| 1.3 Firm's capacity                     |  | 40%       |  |

|                                |             |              |
|--------------------------------|-------------|--------------|
| 1.4 Firm's previous experience | 30%         |              |
| <b>TOTAL</b>                   | <b>100%</b> | <b>/100%</b> |

| 2. PRODUCT QUALITY   | A2 Evaluation score (0 to 10) | B2 Weight   | (A2 X B2) Weighted evaluation score |
|--|-------------------------------|-------------|-------------------------------------|
| 2.1 Quality of tests<br>Self-awareness assessments   |                               | 40%         |                                     |
| 2.2 Relevance of reports to the leadership of the programs being taught  |                               | 40%         |                                     |
| 2.3 ADDITIONAL TOOLS<br>2.3.1 Possibility of comparing in a standard group<br>2.3.2 Availability of the 360 test |                               | 20%         |                                     |
| <b>Total</b>   |                               | <b>100%</b> | <b>/100%</b>                        |

| 3. TOTAL EVALUATION SCORE OF THE PROPOSAL            | A3 Evaluation score (from criteria A1 and A2) | B3 Weight   | (A3 X B3) Weighted evaluation Score |
|--|---|-------------|-------------------------------------|
| 3.1 Total weighted evaluation score of the firm      |   | 40%         |                                     |
| 3.2 Total evaluation score of the proposed resources |   | 60%         |                                     |
| <b>TOTAL EVALUATION SCORE OF THE PROPOSAL</b>        |   | <b>100%</b> | <b>/100%</b>                        |

## EVALUATION GRID

Criteria will be evaluated based on this grid:

|                            | Non-responsive                                      | Weak  | Fair  | Average  | Outstanding  |
|----------------------------|---|---|---|--|--|
|                            | 0 points  | 1–5 points                                    | 6–7 points                                      | 8–9 points                                       | 10 points  |
| <b>Proposal evaluation</b> | Did not submit information which could be evaluated | Shows minor weaknesses that can be corrected  | Shows weaknesses that can easily be corrected   | No significant weaknesses                        | No weaknesses  |
| <b>Product quality</b>     | Cannot be evaluated                                 | Weak ability to meet performance requirements | Minimum acceptable ability, should meet minimum | Average ability, should be capable of delivering | Outstanding ability, should ensure delivery of extremely effective results |

Solicitation No. - N° de l'invitation  
**W6509-205165/A**  
Client Ref. No. - N° de réf. du client  
**W6509-205165**

Amd. No. - N° de la modif.  
  
File No. - N° du dossier  
**MTA-0-43174**

Buyer ID - Id de l'acheteur  
**mta825**  
CCC No./N° CCC - FMS No./N° VME

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|  |  |  |                             |                      |  |
|--|--|--|-----------------------------|----------------------|--|
|  |  |  | performance<br>requirements | effective<br>results |  |
|--|--|--|-----------------------------|----------------------|--|

| <b>1. EVALUATION OF THE BIDDING FIRM</b><br><b>All criteria in point 1 must be evaluated against the provisions in the generic evaluation table on the previous page</b>  | <b>Evaluation score</b> | <b>Weight</b> | <b>Weighted evaluation score</b> |
|---|-------------------------|---------------|----------------------------------|
| <b>1.1 Presentation – Clarity</b><br><br><u>What we are looking for</u><br><br>The quality of presentation of the documents and the clarity of the writing will factor into the evaluation (structure of document, use of language, concision and completeness of responses under the criteria)<br><br><u>What the proponent should provide</u><br><br>The proponent should provide documents written in clear language that is well structured, easy to read, concise and containing all the responses under the criteria.   |                         | <b>10%</b>    |                                  |
| <b>1.2 Understanding of the scope of work</b><br><br><u>What we are looking for</u><br><br>A demonstration of the understanding of the overall requirements for services, including specific deliverables, expected approaches, technical expectations, and coordination requirements.<br><br><u>What the proponent should provide</u><br><br><ul style="list-style-type: none"> <li>a) Scope of services: detailed list of services;</li> <li>b) Summary of your proposed typical work breakdown structure, ie, resources assigned, time schedule, and extent of work;</li> <li>c) Broader goals (federal image, sustainable development, sensitivities);</li> <li>d) Risk management strategy.</li> </ul> |                         | <b>20%</b>    |                                  |
| <b>1.3 Firm's capacity (work method and management of services)</b><br><br><u>What we are looking for</u><br><br>How the team will be structured, in its approach and methodology, to ensure execution of the task authorizations.<br><br><u>What the proponent should provide</u>  |                         | <b>40%</b>    |                                  |

|  |  |                   |  |
|--|--|-------------------|--|
| <ul style="list-style-type: none"> <li>a) Roles and responsibilities of key personnel;</li> <li>b) Assignment of the resources and availability of back-up personnel;</li> <li>c) Management and organization (reporting structure);</li> <li>d) Firm's approach to acting on the different task authorizations that will be assigned under this task authorization contract;</li> <li>e) Quality control techniques;</li> <li>f) Demonstration of how the team intends to meet the project response time requirements;</li> <li>g) Conflict resolution.</li> </ul>  |  |                   |  |
| <p><b>1.4 Firm's previous experience</b></p> <p><u>What we are looking for</u></p> <p>The proponent must demonstrate that they have offered, at least within the last ten (10) years, a series of emotional intelligence testing services.</p> <p><u>What the proponent should provide</u></p> <p>A brief description outlining the following:</p> <p>At most two (2) major government or institutional projects (brief). At least one of the two projects must have been completed or in progress for the government.</p> <p>The projects must have been delivered over the last five (5) years by the firm, whether they have been completed or are in progress. Any project outside the five-year period will not be evaluated and will be assigned a score of zero.</p> <p>The following information should be provided for each project:</p> <ul style="list-style-type: none"> <li>a) Project title;</li> <li>b) Location;</li> <li>c) Project description;</li> <li>d) Value of project (initial value and final value);</li> <li>e) Period of execution of project (month and year of start and month and year of end) (eg, from May 2016 to July 2017).</li> <li>f) Statement of services rendered, project objectives, constraints and deliverables;</li> <li>g) Name and role of the resource in the project, where appropriate;</li> <li>h) Period of the resource's participation, where appropriate (eg, from June 2016 to May 2017);</li> </ul> |  | <p><b>30%</b></p> |  |

Solicitation No. - N° de l'invitation  
**W6509-205165/A**  
Client Ref. No. - N° de réf. du client  
**W6509-205165**

Amd. No. - N° de la modif.  
  
File No. - N° du dossier  
**MTA-0-43174**

Buyer ID - Id de l'acheteur  
**mta825**  
CCC No./N° CCC - FMS No./N° VME

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|   |  |  |  |
|---|--|--|--|
| i) Client references – name, address, telephone numbers and email address of contacts at the working level. References may be checked if necessary. |  |  |  |
|---|--|--|--|

## **B. Personality Tests (as detailed in Section Tests under Paragraph 2. of Annex A, Statement of Work (SOW))**

In their proposals, bidders must demonstrate that they meet all of the following mandatory evaluation criteria (K). Failure to meet any of the requirements of the mandatory evaluation criteria will render the proposal non-responsive and will automatically eliminate it from the process.

| K  | CRITERIA   | Yes | No |
|----|--|-----|----|
|    | The bidder must propose:   |     |    |
| K1 | bilingual personality tests (French/English) to meet the language requirements of the Canadian Armed Forces  |     |    |
| K2 | personality tests must have a test-retest reliability index higher than 0.7  |     |    |
| K3 | a bilingual (French/English) certification for bilingual personality test administrators   |     |    |
| K4 | a bilingual (French/English) certification to certify bilingual personality test administrators so that they can certify new administrators (master certification) |     |    |

Each bid meeting the mandatory requirement criteria (K1, K2, K3 and K4) presented above will be scored in accordance with the following evaluation criteria:

- The bidding firm's weighted evaluation score will be calculated by multiplying each evaluation score for criteria 1.1 to 1.4 by its respective weighting and adding the resulting four weighted scores.
- The bidding firm's weighted evaluation score must be a minimum of 50% for the bid to be considered responsive. Any score below 50% will cause the proposal to be automatically rejected.
- The total evaluation score of a proposal will be calculated by multiplying the weighted score on criterion 1 (firm evaluation) by a weight of 40% and multiplying the total evaluation score on criterion 2 (resource evaluation) by a weight of 60% and finally by adding the two results together to obtain a score out of 100 points.

## **SUMMARY OF POINT RATED TECHNICAL CRITERIA**

| 1. EVALUATION OF THE BIDDING FIRM       | A1<br>Evaluation<br>score<br>(0 to 10) | B1 Weight   | (A1 X B1)<br>Weighted<br>evaluation<br>score |
|---|--|-------------|--|
| 1.1 Presentation – clarity              |  | 10%         |  |
| 1.2 Understanding of the scope of work; |  | 20%         |  |
| 1.3 Firm's capacity                     |  | 40%         |  |
| 1.4 Firm's previous experience          |  | 30%         |  |
| <b>TOTAL</b>                            |  | <b>100%</b> | <b>/100%</b>                                 |

| 2. PRODUCT QUALITY   | A2<br>Evaluation<br>score<br>(0 to 10) | B2 Weight   | (A2 X B2)<br>Weighted<br>evaluation<br>score |
|--|--|-------------|--|
| 2.1 Quality of tests<br>Self-awareness assessments   |  | 40%         |  |
| 2.2 Relevance of reports to the leadership of the programs<br>being taught                                       |  | 40%         |  |
| 2.3 ADDITIONAL TOOLS<br>2.3.1 Possibility of comparing in a standard group<br>2.3.2 Availability of the 360 test |  | 20%         |  |
| <b>Total</b>   |  | <b>100%</b> | <b>/100%</b>                                 |

| 3. TOTAL EVALUATION SCORE OF THE PROPOSAL            | A3 Evaluation<br>score (from<br>criteria<br>A1 and A2) | B3 Weight   | (A3 X B3)<br>Weighted<br>evaluation<br>Score |
|--|--|-------------|--|
| 3.1 Total weighted evaluation score of the firm      |  | 40%         |  |
| 3.2 Total evaluation score of the proposed resources |  | 60%         |  |
| <b>TOTAL EVALUATION SCORE OF THE PROPOSAL</b>        |  | <b>100%</b> | <b>/100%</b>                                 |

## EVALUATION GRID

Criteria will be evaluated based on this grid:

|                                | Non-<br>responsive   | Weak   | Fair  | Average   | Outstanding  |
|--------------------------------|--|--|---|---|--|
|                                | 0 points   | 1–5 points   | 6–7 points  | 8–9 points  | 10 points  |
| <b>Proposal<br/>evaluation</b> | Did not submit<br>information<br>which could be<br>evaluated | Shows minor<br>weaknesses that<br>can be corrected     | Shows<br>weaknesses<br>that can easily<br>be corrected                                  | No significant<br>weaknesses  | No<br>weaknesses   |
| <b>Product quality</b>         | Cannot be<br>evaluated                                       | Weak ability to<br>meet<br>performance<br>requirements | Minimum<br>acceptable<br>ability, should<br>meet minimum<br>performance<br>requirements | Average<br>ability, should<br>be capable of<br>delivering<br>effective<br>results | Outstanding<br>ability, should<br>ensure delivery<br>of extremely<br>effective results |



| <b>1. EVALUATION OF THE BIDDING FIRM</b><br><b>All criteria in point 1 must be evaluated against the provisions in the generic evaluation table on the previous page</b>  | <b>Evaluation score</b> | <b>Weight</b> | <b>Weighted evaluation score</b> |
|---|-------------------------|---------------|----------------------------------|
| <b>1.1 Presentation – Clarity</b><br><br><u>What we are looking for</u><br><br>The quality of presentation of the documents and the clarity of the writing will factor into the evaluation (structure of document, use of language, concision and completeness of responses under the criteria)<br><br><u>What the proponent should provide</u><br><br>The proponent should provide documents written in clear language that is well structured, easy to read, concise and containing all the responses under the criteria.   |                         | <b>10%</b>    |                                  |
| <b>1.2 Understanding of the scope of work</b><br><br><u>What we are looking for</u><br><br>A demonstration of the understanding of the overall requirements for services, including specific deliverables, expected approaches, technical expectations, and coordination requirements.<br><br><u>What the proponent should provide</u><br><br><ul style="list-style-type: none"> <li>e) Scope of services: detailed list of services;</li> <li>f) Summary of your proposed typical work breakdown structure, ie, resources assigned, time schedule, and extent of work;</li> <li>g) Broader goals (federal image, sustainable development, sensitivities);</li> <li>h) Risk management strategy.</li> </ul> |                         | <b>20%</b>    |                                  |
| <b>1.3 Firm's capacity (work method and management of services)</b><br><br><u>What we are looking for</u><br><br>How the team will be structured, in its approach and methodology, to ensure execution of the task authorizations.<br><br><u>What the proponent should provide</u>  |                         | <b>40%</b>    |                                  |

|  |  |            |  |
|--|--|------------|--|
| <ul style="list-style-type: none"> <li>h) Roles and responsibilities of key personnel;</li> <li>i) Assignment of the resources and availability of back-up personnel;</li> <li>j) Management and organization (reporting structure);</li> <li>k) Firm's approach to acting on the different task authorizations that will be assigned under this task authorization contract;</li> <li>l) Quality control techniques;</li> <li>m) Demonstration of how the team intends to meet the project response time requirements;</li> <li>n) Conflict resolution.</li> </ul>  |  |            |  |
| <p><b>1.4 Firm's previous experience</b></p> <p><u>What we are looking for</u></p> <p>The proponent must demonstrate that they have offered, at least within the last ten (10) years, a series of personality trait and emotional intelligence testing services.</p> <p><u>What the proponent should provide</u></p> <p>A brief description outlining the following:</p> <p>At most two (2) major government or institutional projects (brief). At least one of the two projects must have been completed or be in progress for the government.</p> <p>All of the projects must have been delivered over the last five (5) years by the firm, whether they have been completed or are in progress. Any project outside the five-year period will not be evaluated and will be assigned a score of zero.</p> <p>The following information should be provided for each project:</p> <ul style="list-style-type: none"> <li>j) Project title;</li> <li>k) Location;</li> <li>l) Project description;</li> <li>m) Value of project (initial value and final value);</li> <li>n) Period of execution of project (month and year of start and month and year of end) (eg, from May 2016 to July 2017).</li> <li>o) Statement of services rendered, project objectives, constraints and deliverables;</li> <li>p) Name and role of the resource in the project, where appropriate;</li> </ul> |  | <b>30%</b> |  |

Solicitation No. - N° de l'invitation  
**W6509-205165/A**  
Client Ref. No. - N° de réf. du client  
**W6509-205165**

Amd. No. - N° de la modif.  
  
File No. - N° du dossier  
**MTA-0-43174**

Buyer ID - Id de l'acheteur  
**mta825**  
CCC No./N° CCC - FMS No./N° VME

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|   |  |  |  |
|---|--|--|--|
| q) Period of the resource's participation, where appropriate (eg, from June 2016 to May 2017);<br>r) Client references – name, address, telephone numbers and email address of contacts at the working level. References may be checked if necessary. |  |  |  |
|---|--|--|--|

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## 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 and Additional Information Required with the Bid

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

#### 5.1.2 Additional Certifications Required with the Bid

The Bidder must provide with its bid the required additional certifications included in Attachment 1 to Part 5, Additional Certifications Required with the Bid.

### 5.2 Certifications and Information Required Precedent to Contract Award

The required certifications and additional information below should be submitted with the bid but may be submitted afterwards. If the required certifications and additional information are not submitted with the bid, the Contracting Authority will inform the Bidder of a time frame within which they must be submitted by the Bidder. Failure to provide the required certifications and additional information 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 procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Additional Certifications Required Precedent to Contract Award

The required additional certifications to provide are included in Attachment 1 to Part 5, Additional Certifications Required Precedent to Contract Award .

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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 Statement of Work

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

#### 6.1.1 Optional Services

The Contractor grants to Canada the irrevocable option to acquire the services described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the options at any time before the expiry of the Contract by sending a written notice to the Contractor.

### 6.2 Task Authorizations

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### 6.2.1 Task Authorization Process

1. The Requisitioning Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form specified in Annex C .
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Procurement Authority, within 7 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Procurement Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

#### 6.2.2 Task Authorization Limit

The Procurement Authority may authorize individual task authorizations up to a limit of \$25,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

### 6.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 10 percent of the maximum Contract Value.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

### 6.2.4 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by the Procurement Authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

## 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.

## 6.4 General Conditions

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

## 6.5 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

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## 6.6 Security Requirement

There is no security requirement applicable to this Contract

## 6.7 Term of Contract

### 6.7.1 Period of the Contract

The period of the Contract is from date of Contract to March 31<sup>st</sup>, 2022 inclusive.

### 6.7.2 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 periods, one (1) year each, 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 10 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.

## 6.8 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

## 6.9 Comprehensive Land Claims Agreements (CLCAs)

The Contract does not include deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to form part of a separate contract.

## 6.10 Authorities

### 6.10.1 Contracting Authority

The Contracting Authority for the Contract is:

Cindy Austin  
Supply Team Leader  
Public Services and Procurement Canada  
Acquisitions Branch  
Address: Royal Military College Saint-Jean  
15 Jacques Cartier North  
Building Delery (C-2046)  
Saint-Jean-sur-Richelieu,  
Qc J3B 8R8

Solicitation No. - N° de l'invitation  
W6509-205165/A  
Client Ref. No. - N° de réf. du client  
W6509-205165

Amd. No. - N° de la modif.  
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MTA-0-43174

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

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(450) 358-6777 X5745  
E-mail address: [cindy.austin@tpsgc-pwgsc.gc.ca](mailto:cindy.austin@tpsgc-pwgsc.gc.ca)

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

#### 6.10.2 Project Authority

(Will be fill at time of 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.

#### 6.10.3 Procurement Authority

(Will be fill at time of contract award.)

#### 6.10.4

The Procurement Authority for the Contract is:

\_\_\_\_\_ (Name of Procurement Authority)  
\_\_\_\_\_ (Title)  
\_\_\_\_\_ (Organization)  
\_\_\_\_\_ (Address)

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail: \_\_\_\_\_.

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to



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the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

#### **6.10.5 Contractor's Representative**

(Will be fill at time of contract award.)

### **6.11 Payment**

#### **6.11.1 Basis of Payment - Firm Unit Price(s) or Firm Lot Price - Task Authorizations**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the basis of payment, in Annex B as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

#### **6.11.2 Canada's Total Liability**

- A. For the Work described in the Statement of Work in Annex A, Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.
- B. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
1. when it is 75 percent committed, or
  2. four (4) months before the Contract expiry date, or
  3. As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- C. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **6.12 Method of Payment**

#### **6.12.1 Multiple Payment**

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

#### **6.13 SACC Manual Clauses**

[A9117C](#) (2007-11-30), T1204 – Direct Request by Customer Department  
[C0305C](#) (2014-06-26), Cost Submission

#### **6.14 Electronic Payment of Invoices - Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instruments:

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### **6.15 Discretionary Audit**

SACC Manual clause [C0705C](#) (2010-01-11), Discretionary Audit

#### **6.16 Invoicing Instructions – Progress Payment Claim – Supporting Documentation required**

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

Each claim must show:

- (a) all information required on form [PWGSC-TPSGC 1111](#);
- (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- (c) the description of the milestone invoiced, as applicable.

2. Each claim must be supported by:

- (a) a list of all expenses, in accordance with the Statement of Work;
- (b) a copy of the invoices, receipts, vouchers for all direct expenses.

3. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

4. The Contractor must prepare and certify the claim on form [PWGSC-TPSGC 1111](#), and forward to the Contracting Authority by email address detailed at Section 6.10.1 for certification:

The Contracting Authority will then forward the claim to the Project Authority for appropriate certification after inspection and acceptance of the Work takes place, and onward submission to the Payment Office for the remaining certification and payment.

5. The Contractor must not submit claims until all work identified in the claim is completed.

## **6.17 Certifications and Additional Information**

### **6.17.1 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.

### **6.17.2 Canadian Content Certification**

SACC Manual clause A3060C (2008-05-12) Canadian Content Certification

## **6.18 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Quebec.

## **6.19 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 ( 2020-05-28 ), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the signed Task Authorizations (including all of its annexes, if any);
- (f) the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_ and, as amended on \_\_\_\_\_.

## **6.20 Foreign Nationals**

SACC Manual clause [A2001C](#) (2006-06-16), Foreign Nationals (Foreign Contractor)  
SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

## **6.21 Insurance**

SACC Manual clause [G1005C](#) (2016-01-28), Insurance

## **6.22 Proactive Disclosure of Contracts with Former Public Servants**

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SACC Manual clause [A3025C](#) (2020-05-04), Proactive Disclosure of Contracts with Former Public Servants

### **6.23 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

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## ANNEX A , STATEMENT OF WORK

### Title: Statement of Requirements for Psychometric Tools for Programs Taught at CMR Saint-Jean

#### Background

The programs offered by the Chief Warrant Officer Robert-Osside Profession of Arms Institute (Osside Institute) are directly related to the initiative of promoting a culture of leadership, respect and honour through the *Strong, Secure, Engaged* Defence policy. The Osside Institute qualifies close to 2,000 students annually who are the co-stewards of the profession of arms. The scope of its programs is immense considering the impact on professionalism that each qualified senior non-commissioned member has on his or her subordinates. In order to remain legitimate, the Canadian Armed Forces (CAF) must continue to reflect society's standards. The psychometric tools offered at the Osside Institute have a direct impact on the profession of arms and the organizational culture of the CAF. Leadership development is based on a professional development system that is centred on a meta-competency and competency model.<sup>1</sup> That model measures the competencies required for leaders at a specific rank in their careers and is at the heart of the Osside Institute's leadership programs. The development of the five meta-competencies is an essential objective. Psychometric tools offer development ranges based on self-knowledge, self-development, the development of soft skills and the management of key elements such as group dynamics, decision-making, stress management and interpersonal relationships. A leader who knows himself/herself better (self-knowledge), who is involved in a continuous cycle of competency development (self-development) and who is effective in interpersonal relationships will be a more effective communicator. That type of leader will be better able to measure the impact of his or her words, to strengthen team cohesion through more precise, adapted communication and to recognize the needs of his/her audience. Psychometric tools are vectors for personal and professional growth that reinforce the development of key competencies. There are many psychometric tools on the market. To properly support Osside Institute programs, certain types of tools have been identified as being more effective and advantageous. In the following section, we have grouped those tools into two categories that are best suited to program needs and leadership development.

#### Objective/purpose

The objective is to provide candidates with psychometric tools in a stable and sustainable manner in Osside Institute programs that support the development of key competencies.

#### Tests

1. **Trait emotional intelligence tests** are tools that identify a level of skill in managing emotions across specific and measurable spheres. This type of test is effective at identifying how emotions factor into leadership and at helping a leader improve his or her skills in that area. This type of tool is being used more and more in the development of leaders across the CAF. An emotional intelligence test generally measures a person's ability to manage emotions in a personal and professional context. Emotional competencies are critical for developing effective interpersonal relationships and teams, for managing

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<sup>1</sup> The definition of meta-competencies can be found in Chapter 7, Ensuring effective succession of institutional leadership, of *Leadership in the CF: Leading the Institution*, Department of National Defence, 2005, pages 123–140.

conflict and problem resolution, as well as for developing resilience and positive, constructive and transformational leadership. Such tests provide a person with tools for development in those areas. To meet the needs of the Osside Institute, emotional intelligence tests must

- a. be scientifically valid;
- b. have a test-retest reliability index higher than 0.7;
- c. be easy to interpret and use by certified administrators and program candidates;
- d. be available in both official languages (English and French) to meet CAF language requirements; and
- e. provide certification for administrators of the emotional intelligence test.

2. **Personality tests** are tools that identify types or preferences. This type of test is effective for expanding self-knowledge and offers leadership development opportunities. Tests measuring types or preferences help a person to better recognize his or her personality type through preferences, to recognize that the diversity of personalities is critical to understanding interpersonal relationships, cohesion and leadership, and to identify the impact of one's own personality on a diverse group of given subordinates and peers. The tests therefore measure how an individual views his or her environment and relationships with others. The analysis is based on how he or she thinks and how he or she perceives his or her environment, his or her mode of action, ie, behavioural preferences, natural abilities and communication style. This type of test gives results in the context of teamwork, communication and decision-making. Those are all essential activities for effective leadership for senior non-commissioned members. To meet the needs of the Osside Institute, personality tests must

- a. be scientifically valid;
- b. have a test-retest reliability index higher than 0.7;
- c. be easy to interpret and use by certified administrators and program candidates;
- d. be available in both official languages (English and French) to meet CAF language requirements; and
- e. provide certification for personality test administrators.

### Required services

1. Bilingual (French/English) emotional intelligence tests.
2. Bilingual personality tests (French/English).
3. Technical support for account administration on a vendor-hosted platform where there is an algorithm for responses and for the credit management platform to generate tests.
4. Set-up of an administrative account linked to the accounts of certified coaches for test administration.
5. Access to a reliable contact person for test-related questions.

### Deliverable

Psychometric tests (emotional intelligence and personality) must be deliverable in both official languages and available on an ongoing basis throughout the fiscal year.

### Language of work

Psychometric tests and required certifications must be offered and available in both official languages.

Solicitation No. - N° de l'invitation  
**W6509-205165/A**  
Client Ref. No. - N° de réf. du client  
**W6509-205165**

Amd. No. - N° de la modif.  
File No. - N° du dossier  
**MTA-0-43174**

Buyer ID - Id de l'acheteur  
**mta825**  
CCC No./N° CCC - FMS No./N° VME

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### **Constraints**

Tests must be offered 7 to 10 days prior to the start of programs (according to the Osside Institute training schedule). The company must be able to adapt to increases or decreases in the number of learners enrolled.

### **Special considerations**

1. The tests must be available in several versions that allow them to be administered to different-level groups (eg, personal test, group test, leader test).
2. Tests must have an applicable 360 component available online.
3. Providers must be able to offer continuing education to Osside Institute certified coaches.
4. Suppliers must offer training leading to a “master” certification allowing Osside Institute coaches to certify people themselves (train the trainer).

## ANNEX B, BASIS OF PAYMENT

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

The Estimated Quantities provided in the tables below are only provided for the purpose of the financial evaluation and could differ at contract award.

### A. Trait Emotionnal Intelligence Test (as detailed in Section Tests under Paragraph 1. of Annex A, Statement of Work (SOW))

The Contractor will be paid all inclusive fixed firm rates as follows:  
(insert data at contract award)

| Period   | Description | Unit | Required Credit for each unit | All-inclusive fixed firm rate per credit (\$) | All-inclusive fixed firm price for each item of the description (\$) | Estimated Quantities | Estimated total price (\$) |
|--|-------------|------|-------------------------------|---|--|----------------------|----------------------------|
| Contract periode (from award to March 31st, 2022                                     |             | Each |                               |   |  | 400                  |                            |
| 1 <sup>st</sup> option to extend the period from April 1st, 2022 to March 31st, 2023 |             | Each |                               |   |  | 400                  |                            |
| 2 <sup>nd</sup> option to extend the period from April 1st, 2023 to March 31st, 2024 |             | Each |                               |   |  | 400                  |                            |
| 3 <sup>rd</sup> option to extend the period from April 1st, 2024                     |             | Each |                               |   |  | 400                  |                            |



Solicitation No. - N° de l'invitation  
W6509-205165/A  
Client Ref. No. - N° de réf. du client  
W6509-205165

Amd. No. - N° de la modif.  
File No. - N° du dossier  
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Buyer ID - Id de l'acheteur  
mta825  
CCC No./N° CCC - FMS No./N° VME

|  |  |      |  |  |  |     |  |
|--|--|------|--|--|--|-----|--|
| to March 31st, 2025  |  |      |  |  |  |     |  |
| 4 <sup>th</sup> option to extend the period from April 1st, 2025 to March 31st, 2026 |  | Each |  |  |  | 400 |  |

**Total Estimated Cost- Contract Period for Section A herein:** \$ \_\_\_\_\_ (insert amount at contract award)

**B. Personality Tests** (as detailed in Section Tests under Paragraph 2. of Annex A, Statement of Work (SOW))

The Contractor will be paid all inclusive fixed firm rates as follows:  
(insert data at contract award)

| Period   | Description | Unit | Required Credit for each unit | All-inclusive fixed firm rate per credit (\$) | All-inclusive fixed firm price for each item of the description (\$) | Estimated quantities | Estimated total price (\$) |
|--|-------------|------|-------------------------------|---|--|----------------------|----------------------------|
| Contract periode (from award to March 31st, 2022                                     |             | Each |                               |   |  | 1,500                |                            |
| 1 <sup>st</sup> option to extend the period from April 1st, 2022 to March 31st, 2023 |             | Each |                               |   |  | 1,500                |                            |
| 2 <sup>nd</sup> option to extend the period from April 1st, 2023                     |             | Each |                               |   |  | 1,500                |                            |

Solicitation No. - N° de l'invitation  
**W6509-205165/A**  
Client Ref. No. - N° de réf. du client  
**W6509-205165**

Amd. No. - N° de la modif.  
  
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Buyer ID - Id de l'acheteur  
**mta825**  
CCC No./N° CCC - FMS No./N° VME

|  |  |      |  |  |  |       |  |
|--|--|------|--|--|--|-------|--|
| to March 31st, 2024  |  |      |  |  |  |       |  |
| 3 <sup>rd</sup> option to extend the period from April 1st, 2024 to March 31st, 2025 |  | Each |  |  |  | 1,500 |  |
| 4 <sup>th</sup> option to extend the period from April 1st, 2025 to March 31st, 2026 |  | Each |  |  |  | 1,500 |  |

**Total Estimated Cost- Contract Period for Section B herein:** \$ \_\_\_\_\_ (insert amount at contract award)