



Transport
Canada

Transports
Canada

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Transport Canada

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

Proposition à : Transports Canada

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

Comments - Commentaires

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

epost Connect

Title - Sujet Group Briefing Notes Training	
Solicitation No. N° de l'invitation T8080-210317	Date of Solicitation Date de l'invitation November 5, 2021
Address enquiries to: - Adresser toute demande de renseignements à : Natasha Blackstein Telephone No. - N° de telephone 343-550-2321 E-Mail Address - Courriel Natasha.blackstein@tc.gc.ca	
Destination See herein - Voir aux présentes	

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

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

Delivery required OR requested Livraison exigée OR demandée See herein - Voir aux présentes OR [Insert date] - [Insérer la date]	Delivery offered Livraison proposée Not applicable - Sans objet
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Person authorized to sign on behalf of Vendor/Firm (type or print): La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :	
Name - Nom	Title - Titre
Signature	Date

Solicitation Closes -

At - à :
2:00 PM - 14:00

On :
December 17, 2021

Time Zone - Fuseau Horaire :
[EST]

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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The Transportation of Dangerous Goods (TDG) Directorate is responsible for writing different briefing products intended to senior management, including the Deputy Minister and Minister. Therefore, the TDG Directorate is looking at training employees responsible for writing, editing and/or reviewing these documents. TDG Directorate is exploring at having a group training on how to write Briefing Notes effectively.

Every year, TDG hires an average of 37.5 new employees and sends a maximum of 14 employees at a time for this training, for a total of estimated 35 participants per year. Through a combination of lessons, discussions, and hands-on exercises, the trainer of 'Briefing Notes that Work' teaches the participants to create useful and effective documents to inform and advise their readers.

The training is especially beneficial for the employees who are required to produce, use or work with briefing notes. Based on the number of employees requiring to take the training, having two training sessions in English and one in French with TDG's employees only would allow for a more tailored training experience as well as rich and meaningful conversations with the participants and the trainer.

1.2 Debriefings

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

1.3 epost Connect service

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. "

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

Delete: 60 days

Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to Transport Canada via epost Connect by the date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

natasha.blackstein@tc.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 agreement for epost Connect

2.2.1 epost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
 - i. The only acceptable email address to use with epost Connect for responses to bid solicitations issued by Transport Canada is: natasha.blackstein@tc.gc.ca , or, if applicable, the email address identified in the bid solicitation.
- b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to natasha.blackstein@tc.gc.ca , using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to natasha.blackstein@tc.gc.ca requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.

- c. If the Bidder sends an email requesting epost Connect service to the specified email in the bid solicitation, an officer of Transport Canada will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. Transport Canada will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or Transport Canada. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Bidders must ensure that they are using the correct email address for Transport Canada when initiating a conversation in epost Connect or communicating with Transport Canada and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

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 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

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)
- (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

Canada requests that the Bidder submits its bid in accordance with section Part 2 – Bidder Instructions 2.3 epost Connect. 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 (1 soft copy)

Section II: Financial Bid (1 soft copy)

Section III: Certifications (1 soft copy)

Section IV: Additional Information

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

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

Section I: Technical Bid (1 soft copy)

Section II: Financial Bid (1 soft copy)

Section III: Certifications (1 soft copy)

Section IV: Additional Information (1 soft copy)

It is recommended that all electronic documents be submitted using PDF file format.

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

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

- (i) use 8.5 x 11 inch (216 mm x 279 mm) page size; and
- (ii) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex “B” Basis of Payment.

3.1.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The Bidder must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

Proposals meeting ALL Mandatory Criteria will be evaluated and rated against the following Point-Rated Criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully support the Bidder's response and permit the Evaluation Team to rate the proposals.

Number	Criteria	Met/Not Met	Cross reference to proposal
M1	<p>The Bidder must provide a corporate summary demonstrating the Bidder's capabilities and experience providing training similar* to the work outlined in Section 2.0 of the Statement of Work. The Bidder must have delivered a minimum of three (3) training activities* over the last five (5) years that include module(s) on planning, writing, and/or reviewing briefing notes.</p> <p>For all Project Descriptions used to demonstrate experience, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> • Name of the client(s) / employer(s); • The start and end dates of the project / work; • The total number of years' experience performing each mandatory and technical criteria; • Details about the work performed by the proposed resource including number of working months, tasks, technologies used, and deliverables • Client / employer reference that can attest to the proposed resource's experience. <p>(References are only contacted to validate the information provided in the bidder's proposal).</p> <p>*similar is defined as meeting at least 50% of the requirement defined in Section 2.0 of the Statement of Work</p>		
M2	<p>The Bidder's proposed resource as the project lead must have delivered a minimum of three (3) training activities* over the last five (5) years that include module(s) on planning, writing, and/or reviewing briefing notes.</p>		

	<p>For all Project Descriptions used to demonstrate experience, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> • Training Objective; • Brief training description including tasks, activities, and deliverables (a narrative of no more than two (2) pages will suffice); • Name of the client(s) / employer(s); • The start and end dates of the project / work; • The total number of years' experience performing each mandatory and technical criteria; • Details about the work performed by the proposed resource including number of working months, tasks, technologies used, and deliverables; and • Client / employer reference that can attest to the proposed resource's experience. <p>(References are only contacted to validate the information provided in the bidder's proposal).</p>		
M3	<p>The Bidder must demonstrate a minimum of three (3) completed projects* over the last five (5) years on conceptualizing, designing, and creating reference documents intended for corporate employees on the topic of briefing notes.</p> <p>For all Project Descriptions used to demonstrate experience, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> • Name of the client(s) / employer(s); • The start and end dates of the project / work; • The total number of years' experience performing each mandatory and technical criteria; • Details about the work performed by the proposed resource including number of working months, tasks, technologies used, and deliverables • Client / employer reference that can attest to the proposed resource's experience. <p>(References are only contacted to validate the information provided in the bidder's proposal).</p>		

4.1.1.2 Point Rated Technical Criteria

The Bidder must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

Number	Criteria	Maximum Points	Cross reference to proposal
R1	<p>The Bidder must provide a Work Plan, Approach and Methodology describing how it will meet the requirements of the Statement of Work (SOW), Annex A.</p> <p>Work Plan: The Approach and Methodology must include the proposed resource assigned and the proposed schedule for completion or delivery in relation to the requirements of the</p>	30	

	<p>SOW.</p> <p>Rating Scale: 10 points per deliverable to a maximum of 30 points</p>		
R2	<p>The Bidder shall demonstrate using project descriptions that the proposed resource has experience with providing training on understanding, planning, writing and reviewing briefing notes to federal government employees.</p> <p>Rating Scale: 1 project = 5 points 2 projects = 10 points 3 projects = 15 points 4 + projects = 20 points</p>	20	
R3	<p>The Bidder shall demonstrate using project descriptions that the proposed resource has experience working within or in collaboration with an organization that involves multimodal safety and/or security issues, for a minimum of five (5) years.</p> <p>Rating Scale: 1 project = 5 points 2 projects = 10 points 3 projects = 15 points 4 + projects = 20 points</p>	20	
R4	<p>Producing documents</p> <p>The Bidder should demonstrate using project descriptions a minimum of three (3) completed projects* over the last five (5) years on conceptualizing, designing, and creating reference documents intended for corporate employees on the topic of briefing notes.</p> <ul style="list-style-type: none"> a. Conceptualizing, designing and creating reference documents; (max 15 points); b. Developing other tools such as training outlines, checklists and recap documents on the topic of briefing notes. (max 20 points); and c. Developing constructive satisfaction surveys used to improve training activities. (max 15 points) <p>50 pts – The Bidder demonstrates production of reference documents and tools that include all aspects stated in a, b, and c that fulfill the requirements of Section 2.0 of the Statement of Work.</p> <p>40 pts – The Bidder demonstrates production of reference documents and tools that include most of the aspects of a, b, and c that fulfil most of the requirements of Section 2.0 of the Statement of Work.</p> <p>30 pts – The Bidder demonstrates production of reference documents and tools that includes some aspects of a, b, and c that fulfil some of the requirements of Section 2.0 of the Statement of Work.</p> <p>0 pts – The Bidder does not demonstrate production of reference documents and tools that include aspects of a, b,</p>	50	

	and c that fulfil the requirements of Section 2.0 of the Statement of Work.		
Bonus	<p>The bidder should demonstrates experience acquired within the last three (3) years with training in the context of the transportation of dangerous goods.</p> <p>To demonstrate experience, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> • Brief project description including tasks, activities, and deliverables (a narrative of no more than half a page will suffice); • Name of the client(s) / employer(s); • The start and end dates of the project / work; • The total number of years' experience performing each mandatory and technical criteria; • Details about the work performed by the proposed resource including number of working months, tasks, technologies used, and deliverables; and • Client / employer reference that can attest to the proposed resource's experience. <p>(References are only contacted to validate the information provided in the bidder's proposal).</p>	5	
	Total Points	/125	

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 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
2. Bids not meeting (choose "(a) or (b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 30%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 70%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by 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 (70%) and Price (30%)

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	$115/135 \times 70 = 59.62$	$89/135 \times 70 = 39.56$	$92/135 \times 70 = 47.70$
Pricing Score	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 36.00$	$45/45 \times 30 = 30.00$
Combined Rating	85.16	73.14	77.70
Overall Rating			

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real 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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010B](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to 31 March, 2022 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to (3) three (3) additional one (1) year period(s) 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 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Natasha Blackstein
Title: Procurement Specialist
Transport Canada
Address: 275 Sparks Street
Ottawa, ON K1A 0N5
Telephone: (343) 550-2321
E-mail address: natasha.blackstein@tc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: **[to be provided upon contract award]**

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

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

6.5.3 Contractor's Representative

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B" for a cost of \$_____. 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 approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Method of Payment (Single)

Canada will pay the Contractor upon completion and delivery of the Work 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.

6.7.5 Electronic Payment of Invoices – Contract

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

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

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section titled "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. description of the Work delivered
2. Invoices must be distributed as follows:
 - a. The original must be forwarded to the address shown on page 1 of the Contract for certification and payment;

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010B](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex D, COVID-19 Mandatory Contractor Vaccination Certification Form
- (f) the Contractor's bid dated _____ .

6.12 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](#)".

ANNEX "A"

STATEMENT OF WORK

1. Scope

1.1 Title

Group Training for 'Briefing Notes that Work'

1.2 Introduction

The Transportation of Dangerous Goods (TDG) Directorate is responsible for writing different briefing products intended to senior management, including the Deputy Minister and Minister. Therefore, the TDG Directorate is looking at training employees responsible for writing, editing and/or reviewing these documents. TDG Directorate is exploring at having a group training on how to write Briefing Notes effectively.

1.3 Objectives of the Requirement

The primary objective of this project is twofold:

- Streamline the enrollment process for TDG's employees who need to take this training; and,
- Condense the employees' presence into one single occurrence of four (4) consecutive half-days instead of having them attend any available training session with external participants.

1.4 Background, Assumptions and Specific Scope of the Requirement

Every year, TDG hires an average of 37.5 new employees and sends a maximum of 14 employees at a time for this training, for a total of estimated 35 participants per year. Through a combination of lessons, discussions, and hands-on exercises, the trainer of 'Briefing Notes that Work' teaches the participants to create useful and effective documents to inform and advise their readers.

The training is especially beneficial for the employees who are required to produce, use or work with briefing notes. Based on the number of employees requiring to take the training, having two training sessions in English and one in French with TDG's employees only would allow for a more tailored training experience as well as rich and meaningful conversations with the participants and the trainer.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

The Contractor must:

- Deliver the training at the date and time to be determined, for the duration of four (4) half-days.
- Provide the material (manual and checklists) to all participants.

- Provide access to the training and technical support to all participants.
- During the event, the trainer will need to moderate discussion, encourage group participation, guide attendees through the workshop content, and respond to questions as appropriate. More specifically, the trainer will:
 - Stimulate a constructive and clear exchange of ideas among the participants and promote feedback.
 - Redirect participants to carry on with an interaction when tangents occur.
 - Keep track of time to ensure that the planned agenda is completed prior to the end of the allotted time or in accordance with any agreed to modifications by the group.
 - Promote mutual understanding and shared responsibilities among the group by fostering open participation with respect for Transport Canada (TC) culture, norms and participant diversity.
- Oversee and manage feedback received through the online digital platform to be used during the workshop.
- Summarize and facilitate the reporting back of participant feedback at the end of the four workshops and concluding plenary session.
- Review and give feedback on exercises completed by the participants.

The Contractor must produce and deliver the following items:

- 1) Online training of the 'Briefing Notes that Work' on a date to be determined by both the Contractor and TC. The event be held on four (4) half days during the same week and will take place either in the morning or the afternoon;
- 2) Supply a digital tool to support audience participation and the gathering of participant feedback during the event;
- 3) Provide the manual and the checklists to all participants;
- 4) Provide technical support to all participants; and
- 5) Issue a certificate to all TDG participants upon successful completion of the training.

2.2 Technical, Operational and Organizational Environment

The training is to be delivered through Adobe Connect or any platform that is functional and accessible by both parties.

2.3 Method and Source of Acceptance

The performance, quality, format, and testing requirements will be measured by both the Contractor and TC using a feedback survey. The survey will be sent to the participants by email on the last day of the training.

2.4 Reporting Requirements

The Contractor will provide the participant evaluation by email to TC for review once the training is completed.

3.0

3.1 TC Obligations

- Access to a staff member from the TDG Secretariat who will be available to coordinate

activities. TC will work with the Contractor to schedule the training

- Provide technical supports to participants if a technical issue pertaining to TC's network and/or equipment is at fault.
- TC will provide the Contractor with a list of participants five (5) working days before the assessment program begins.

3.2 Location of Work, Work site and Delivery Point

All of the work is expected to be completed online.

3.3 Language of Work

The training sessions and material are to be offered in both official languages of the training (French or English).

4.0 Project Schedule

4.1 Expected Start and Completion Dates

The services of the Contractor will be required from date of contract award and is expected to be completed March 31, 2022.

Option to extend the period of contract

Canada reserves the right to extend the term of the Contract by three (3) one-year period, at Canada's sole-discretion.

ANNEX "B"

BASIS OF PAYMENT

Professional Services and Associated Costs

For the design and development of Group Training for Briefing Notes in English and French. The Contractor hereby offers to perform and complete the work for the following tendered costs. The all-inclusive fixed prices/rates quoted below include all expenses that may be incurred in providing the services such as profit, overhead, administrative costs, equipment and materials. The contractor must provide a breakdown of the tendered all-inclusive price in accordance with the requirements identified in "Annex A" Statement of Work.

1. Initial Contract Period: Contract Award to March 31, 2022

For delivery of the training, an **all-inclusive fixed price of**
\$ _____ per session x four (4) half -day session: \$ _____
(HST extra)

2. Option Year 1: April 1, 2022 to March 31, 2023

For delivery of the training, an **all-inclusive fixed price of**
\$ _____ per session x four (4) half-day sessions: \$ _____
(HST extra)

3. Option Year 2: April 1, 2023 to March 31, 2024

For delivery of the course, an **all-inclusive fixed price of**
\$ _____ per session x four (4) half-day sessions: \$ _____
(HST extra)

4. Option Year 3: April 1, 2024 to March 31, 2025

For delivery of the course, an **all-inclusive fixed price of**
\$ _____ per session x four (4) half-day sessions: \$ _____
(HST extra)

5. Total Tendered Price: (1+2+3+4)
(For evaluation purposes)

\$ _____
(HST extra)

ANNEX C

COVID-19 Mandatory Contractor Vaccination Certification Form

Please complete the required information in the document hereunder.

Please check one of the following two options:

- This is a new submission; or
- This is an update or correction that replaces a form that was previously submitted.

I, _____, as the representative of _____, pursuant to Contract no. _____ with Transport Canada, warrant and certify that all personnel, including any subcontracted personnel, that _____ will provide on this Contract who access federal government workplaces within Canada will be:

- fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s) as of November 15, 2021; or
- subject to accommodation and mitigation measures as of November 15, 2021, that have been presented to and approved by Canada. This applies to personnel that are unable to be vaccinated due to a medical contraindication, religion, or other prohibited grounds of discrimination under the *Canadian Human Right Act*;

until such time that Canada indicates that the mandatory vaccination requirements of the Government of Canada are no longer in effect.

Alternatively, I warrant and certify that:

- no personnel, including subcontractors and their personnel, will require any access to federal government workplaces for the performance of this Contract. This includes temporary access, such as the access required for in-office delivery, installation or repair of goods, equipment or supplies.

I further certify that all personnel provided by _____ have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada reserves the right to declare the Contractor in default if a certification is found to be untrue, whether made knowingly or unknowingly, during the contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada may constitute a default under the Contract.

Title: _____

Telephone Number: _____

Email: _____

Signature: _____

Date: _____

Note: While Canada reserves the right to ask for additional information at a later date to verify the certifications, please **do not submit any personal information** pertaining to your resources or employees, including proofs of vaccination, the name of an affected personnel, or any specifics about an individual's medical contraindications, disability or religious grounds through this certification request.

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.