



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 :

By e-mail to: - Par courriel au :
maureen.mateush@tc.gc.ca

Attention: - Attention :
Maureen Mateush

Title - Sujet Emergency Management Training	
Solicitation No. N° de l'invitation T8080-210700	Date of Solicitation Date de l'invitation 28 July - juillet 2022
Address enquiries to: - Adresser toute demande de renseignements à : Maureen Mateush Telephone No. - N° de telephone E-Mail Address - Courriel 431-337-8394 maureen.mateush@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 Livraison exigée See herein - Voir aux présentes	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 - L'invitation prend fin

At - à :
2:00 PM - 14:00

On - le :
17 August 2022 - 17 août 2022

Time Zone - Fuseau Horaire :
Eastern Standard Time (EST)
Heure normale de l'Est (EST)

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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.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, and any other annexes.

1.2 Summary

Transport Canada has a requirement for the development and delivery of Emergency Operations Centre(EOC) and EOC section-specific virtual training to Transport Canada (TC) employees including the certification of select TC staff to deliver these courses (Train-the-Trainer).

Services are required from the date of contract award to March 31st, 2024. TC reserves the right to exercise two (2) additional one (1) year option periods from April 1, 2024 to March 31, 2025 and April 1, 2025 to March 31, 2026.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (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](#) (2022-03-29) 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: 180 days

2.2 Submission of Bids

Bids must be submitted only to the Contracting Authority by the date, time and place indicated on Page 1 of the bid solicitation:

maureen.mateush@tc.gc.ca

2.3 Former Public Servant

Contracts awarded to former public servants who are in receipt of a pension or who have received a lump sum payment must withstand public scrutiny and constitute a fair expenditure of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, 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 must be provided. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definition

For the purposes of this clause,

" *former public servant* " means any former employee of a department within the meaning of the [Financial Administration Act](#) , RS , 1985, c. F-11, a former member of the Canadian Armed Forces or the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made up of former public servants; Where
- d. a sole proprietorship or an entity in which the person concerned has a significant or controlling interest.

" *lump sum payment period* " means the period measured in weeks of salary in respect of which a payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of the various programs aimed at reducing the size of the civil service. The period of the lump sum payment does not include the period covered by the end-of-service allowance, which is measured in a similar way.

" *pension* " means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), RS , 1985, c. P-36, and any increases paid under the [Supplementary Retirement Benefits Act](#) , RS , 1985, c. S-24, insofar as it affects the PSSA . The pension does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#) , RS , 1985, c. C-17, the [Defense 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, RS , 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#) , RS , 1985, c. M-5, and the portion of the pension paid pursuant to the [Canada Pension Plan Act](#) , RS , 1985, c. C-8.

Former civil servant in receipt of a pension

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

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

- a. the name of the former public servant;
- b. the date of termination of employment in the public service or of retirement.

By providing this information, Bidders agree that the status of the successful Bidder, as a FPS in receipt of a pension, will appear in Proactive Disclosure Reports, on departmental websites, in accordance with the [Contracting Policy Notice : 2019-01](#) and the [Contract Disclosure Guidelines](#) .

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. the name of the former public servant;
- b. the terms of the incentive paid as a lump sum payment;
- c. the date of termination of employment;
- d. the amount of the lump sum payment;
- e. the rate of pay used to calculate the lump sum payment;
- 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 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 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

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

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

Section I: Technical Bid

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

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Pricing Schedule in Annex "B".

A. Price Breakdown

In their financial bids, bidders should provide a price breakdown for the firm unit price quoted in response to the pricing schedule detailed in Annex B.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.3 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical 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 with the exception of **M1** which need only be provided once, 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.

MANDATORY CORPORATE REQUIREMENT

Item	Mandatory Requirement	Met/Not Met	Cross Reference in Proposal
M1	The Bidder must be an accredited post-secondary educational institution (PSEI), who teaches Emergency Operations Centre courses and is listed on the Government of Canada's website of designated educational institutions: https://www.canada.ca/en/employment-social-development/programs/post-secondary/designated-schools.html		
M2	The Bidder (PSEI Provider) must have a mechanism to assess and/or train and enable selected TC personnel to become certified by the PSEI to deliver courses outlined in the Statement of Work and provides "authorized instructor packages".		
M3	The Bidder must have a web-based Learning Management System (LMS) platform to deliver the online courses. E.g., Brightspace, Blackboard, Moodle, Microsoft Teams.		
M4	The Bidder must propose a minimum of two (2) qualified resources/instructors/ facilitators available. Each of the Qualified instructors must have: <ul style="list-style-type: none"> a. A minimum of three (3) years of experience as practitioners in the Canadian public safety/emergency management field; and, b. A minimum of three (3) years of experience in facilitating, instructing, and delivering education for adult learners; and c. The ability to deliver training fluently in English and/or French. 		

M5	The Contractor must have the capacity to provide the minimum and maximum number of courses as described in the table in Section 5.1.3.		
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4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

SACC *Manual* Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available 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 specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Insurance Requirements

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2022-05-12), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2024 inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 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.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Maureen Mateush
Title: Procurement Specialist
Transport Canada
Address: 343 Edmonton Street
Winnipeg, MB R3B 2L4
Telephone: 431-337-8394
E-mail address: maureen.mateush@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.

7.5.2 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.

7.5.3 Contractor's Representative

Name: _____

Title: _____

Telephone: ____ - ____ - _____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex "B" for a cost of \$. Customs duties are included and Applicable Taxes are extra.

7.7.2 Limitation of Price

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

7.7.3 Method of Payment (Milestone)

For the Work described in the Statement of Work in Annex A, Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and Annex "B" – Basis of Payment.

7.7.4 Electronic Payment of Invoices – Contract

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

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

7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- . 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.

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2022-05-12), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____.

7.12 Insurance

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

7.13 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.

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

Emergency Management Training

1.0 Scope

2.0 Objective

Transport Canada has requirement for the development and delivery of Emergency Operations Centre (EOC) and EOC section-specific virtual training to Transport Canada (TC) employees including the certification of select TC staff to deliver these courses (Train-the-Trainer).

2.1 Background

TC is in the process of modernizing and standardizing its Incident Management System (IMS) which is based on the Incident Command System (ICS). A key component of TC's IMS is establishing effective and interoperable Regional and National Emergency Coordination Centres. TC requires trained staff that can provide surge capacity in its National and Regional emergency coordination centres during responses to incidents. To do this effectively TC employees must undergo formal training in the operation of an EOC and section-specific training for the Operations, Planning and Logistics sections of an EOC.

3.0 Requirements

3.1 Tasks

3.1.1. The Contractor is required to provide the following formal training to TC employees:

- a. Basic training in the operation of an EOC; and
- b. Section-specific training for the Operations, Planning and Logistics sections of an EOC.

3.1.2. The Contractor is required to certify select TC staff to facilitate/instruct on the courses identified in Section 5.1.3.

3.1.3. The Contractor will develop the course content and materials in both Official Languages, English and French. The Contractor must develop and provide all training and certification virtually (online) through the use of a Learning Management System in both English and French for the following courses:

- a. Emergency Operations Centre (EOC) The training will provide information on how an EOC operates during major events/emergencies and how site support is given in the Incident Command System model of operation. Participants will include all TC and other federal department personnel who may work in an EOC in the event of an emergency. Participants should gain the skills and knowledge for participants to fill general staff roles of an EOC, interact with the Incident Command Post and how they interact in multi-agencies incidents. This should be a maximum two-day or 15-hour course with a written exam.
- b. Section-Specific EOC Training. Each section-specific course should provide an in-depth exploration of the section of the EOC. The roles, responsibilities, and expected processes will be explained from mobilization to de-mobilization. Maximum 7.5 hour or one (1) day course with a written exam. Completion of an EOC course is a prerequisite to the section-specific courses.

1. Operations Section Training. The purpose of this course will be to familiarize participants with the functions of the Operations Section in an EOC. The Course will cover processes,

roles and responsibilities, resource and staff management, and status reports, and interaction with the site(s).

2. Planning Section Training. The purpose of this course is to familiarize participants with the functions of the Planning Section within an EOC. The Course to be developed will include processes, roles and responsibilities, documentation and reporting, advance planning, staffing, recovery, and demobilization.
 3. Logistics Section Training. The purpose of this course is to familiarize participants the functions of the Logistics Section within an EOC. Course should cover processes, roles and responsibilities, resource and staffing request management.
- c. Train-the-Trainer Certification. Transport Canada may at any time identify an individual to become a certified instructor with the Contractor. Both parties will assess the individual's credentials and determine suitability. Upon mutual agreement, the Contractor will then provide a "train-the-trainer" session followed by a co-teach or shadowing session for all courses. This process should be two (2) to three (3) days plus the co-teach session for each course or courses as requested.

3.1.4. Contractor Tasks Before Course Delivery.

The Contractor will:

- a. Schedule instructors for each delivery as determined by TC.
- b. Develop and provide student manuals in a format that meets accessibility standards, outlined in section 3.5.6. of this document, to TC one week prior to the course delivery date.
- c. Complete any changes to format of student manuals if they do not meet accessibility requirements of course participants, or accommodations are required.
- d. Provide two (2) qualified resources/instructors/ facilitators for the delivery and implementation of the training service in both English and French.
- e. Provide an accessibility description of the format the course to be delivered, and what type of software participants will interact with so what accommodations required may be determined in advance.

3.1.5. Contractor Tasks During Course Delivery. The Contractor will:

- a. Provide accommodation to course participants as requested other than adaptive technologies or interpretation services, per section 3.5.6.
- b. Administer and evaluate any follow up exams that may be required for participants who are not successful in their first attempt at the exam.

3.1.6. There are no security requirements for this Contract.

3.3. Method and Source of Acceptance. The Contractor will deliver complete courses in a virtual format and in the language requested by the Contract Authority. All courses must be delivered by accredited instructors and in accordance with the Contractor's established course curriculum, within the time allotted for course completion.

3.4. Reporting Requirements

3.4.1. The Contractor must provide the Project Authority with a copy of the learning assessment/exam via email two weeks prior to the delivery of the course. TC must concur in writing that the learning assessment/exam will provide evidence of having met the objectives of the course.

- 3.4.2. The Contractor must advise the Project Authority via email of the completion of course credits for all participants who receive a grade of 70% or higher on their learning assessment following every course delivery.
- 3.4.3. The Contractor must provide the Project Authority copies of all student evaluations via email following every course delivery.
- 3.4.4. The Contractor must provide the Project Authority with standardized electronic course certificates for each successful participant within five (5) business days of course completion in Portable Document Format (PDF) via email following every course delivery.
- 3.4.5. The Contractor must provide course participants with a standardized course evaluation and return completed evaluations along with consolidated feedback to the Project Authority.
- 3.4.6. The Contractor must track and report back, to the Project Authority within five (5) days after each course delivery, any noteworthy questions or concerns that come up during course delivery, including accommodation requests, or accessibility concerns.
- 3.4.7. The Contractor must document, track, and report back to the Project Authority a complete list of course participants for each session (including any non-TC participants). Additionally, identifying whether participants were successful or not, and any accommodation provided within five (5) business days of course completion.
- 3.4.8. All reporting requirements will be submitted by the Contractor to the Project Authority via e-mail in a recent version of MS Office software.

3.5. Project Management Control Procedures

- 3.5.1. The Project Authority will monitor and control the work conducted by the Contractor at the conclusion of every course. An invoice will be submitted by the Contractor to the Project Authority at the conclusion of every course which will be subsequently verified and processed for payment.
- 3.5.2. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction, or re-delivery, before payment will be authorized. To ensure the quality of all instruction, the Project Authority may at any time:
 - a. Have a TC representative monitor courses;
 - b. Conduct a follow up with trainees listed on a course roster and ask questions concerning how the Contractor conducted the course;
 - c. Review the course evaluation forms completed by trainees and may require remedial action from the Contractor if the course delivery doesn't meet the requirements of the Contract.
- 3.5.3. For the development of any course content and materials the Contractor will meet with the Project Authority on a biweekly basis (every two weeks) in order to review and discuss the progress of the work.
- 3.5.4. The Contractor must provide EOC training services to TC for the Contract period. Reporting to the Project Authority, the Contractor's resources must:
 - a. Participate in a kick-off meeting, via videoconference, with the Project Authority or their representative(s), within one week of the contract award date.
 - b. Course delivery dates will be agreed upon during the initial planning and coordination meeting based on anticipated needs.
 - c. Coordinate with the Project Authority or their representative(s) to review proposed schedule for training and follow-up with a work plan including the schedule for the contract period and identifying instructor resources for each offering within two (2) weeks of Contract Award.

- d. Provide all required course materials to the Project Authority or designate in both official languages within one (1) week of contract award, excluding course material that has yet to be developed.
- e. The Contractor must monitor the quality of the training sessions provided by its instructors and document the findings. Copies of the documentation, detailing findings and remedial actions taken if required, are to be forwarded to the Project Authority. The Project Authority may review this documentation and require further action should it identify any deficiencies in the performed training.

3.5.5. Course delivery requirements:

- a. The number of participants per delivery will not exceed 24 per course.
- b. Training seats may, at TC's sole discretion, be made available to other government departments and interagency representatives.
- c. Each course delivery will be in accordance with the language identified in Section 5.1.3. of this document.
- d. The Contractor will provide "authorized provider packages" when requested, which TC will use to deliver with its own trainers.
- e. The Project Authority will determine when a delivery is required, based on participation numbers.
- f. The Contractor will be prepared to conduct several training courses consecutively or concurrently online in both English and French as requested by TC.
- g. The Contractor will deliver courses in accordance with a course schedule, as negotiated per the table in section 5.1.3. of this document.

3.5.6. Accessibility. The Government of Canada strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with *the Accessible Canada Act*, its associated regulations and standards, and Treasury Board Contracting Policy. See references documents for more information. The following conditions will apply:

- a. TC will accommodate employees with disabilities to undue hardship.
- b. Any Contractor provided electronic course materials must conform to the Government of Canada's Standard on Web Accessibility.
- c. Audio visual clips or videos clips must include captions or descriptive text. This includes any pre-recorded presentations.

3.5.7. Other. All course work including assignments must be performed within the participants normal working hours within their time zone. No work will be requested of participants after work hours or on weekends. Training will be conducted virtually in participants normal workplace. Course preparation, report preparation and any other required activity to complete the Contractor's obligations under the Contract will be conducted at the Contractor's facility.

4. Additional Information

4.1. Canada's Obligations

4.1.1. The Project Authority will be responsible for logistics and coordination including:

- a. Sending out training invitations and generating participant lists for each course/session;
- b. Requesting confirmation of successful completion of prerequisites prior to loading any participant onto any of the courses;

- c. Notifying contractor of any accommodation measures requested in advance of course, acknowledging that not all participants may disclose accommodation measures before course begins; and
- d. As required for individual accommodations of course participants, provide accommodations that require external resources i.e., sign language interpretation or adaptive or assistive technology.

4.2. Contractor's Obligations

Unless otherwise specified, the Contractor must use its own equipment and software for the performance of this Statement of Work.

4.3 Location of Work, Work site and Delivery Point

All work by the Contractor will be performed from the Contractor's offices. All training and meetings will be conducted remotely via virtual communication means.

4.4. Language of Work

All courses content, materials and instruction must be made available in English and French in accordance with the Project Schedule. Where course content or materials are not available, the Contractor must develop those as part of the deliverables of this contract.

5. Project Schedule

5.1. Schedule and Estimated Level of Effort

- 5.1.1. Services are required from the date of contract award to March 31st, 2024. TC reserves the right to exercise two (2) additional one (1) year period from April 1, 2024 to March 31, 2025 and April 1, 2025 to March 31, 2026.
- 5.1.2. The anticipated start date of course delivery is September 15, 2022, and all courses should be delivered no later than March 1, 2024.
- 5.1.3. Development of any course content or materials in English or French must be completed within the initial contract period. Specific completion dates will be negotiated between TC and the Contractor during the kick-off meeting.

Initial Contract Period: Contract Award Date to March 31, 2024						
Course/Service	Minimum Sessions			Maximum Sessions		
	English	French	Total	English	French	Total
EOC	4	2	6	10	6	16
Operations	2	1	3	6	4	10
Planning	2	1	3	6	4	10
Logistics	2	1	3	6	4	10
Train-the-trainer Certification	1	1	2	3	2	5

Option Period 1: April 1, 2024 to March 31, 2025						
Course/Service	Minimum Sessions			Maximum Sessions		
	English	French	Total	English	French	Total
EOC	3	1	4	8	3	11
Operations	3	1	4	6	3	9
Planning	3	1	4	6	3	9
Logistics	3	1	4	6	3	9
Train-the-trainer Certification	1	1	2	2	2	4

Option Period 2: April 1, 2025 to March 31, 2026						
Course/Service	Minimum Sessions			Maximum Sessions		
	English	French	Total	English	French	Total
EOC	3	1	4	8	3	11
Operations	3	1	4	6	3	9
Planning	3	1	4	6	3	9
Logistics	3	1	4	6	3	9
Train-the-trainer Certification	1	1	2	2	2	4

5.1.4. If TC requires additional course deliveries, those requests will be made to the Contractor via email at least 30 days prior to start of additional delivery.

5.1.5. Cancellation or rescheduling of courses by TC will be in accordance with the following table:

Calendar Days Prior to Course Start Date	Financial Impact to the Department	
	Rescheduling	Cancelling Without Rescheduling
20 or more	No cost to the Department	No cost to the Department
19 to 11 days	No cost to the Department	Department will reimburse the Contractor 30% of the unit price of the course.
10 to 6 days	Department will reimburse the Contractor 15% of the unit price of the course.	Department will reimburse the Contractor 50% of the unit price of the course.
5 days or less	Department will reimburse the Contractor 25% of the unit price of the course.	Department will reimburse the Contractor 100% of the unit price of the course.

6. Applicable Documents and Glossary

6.1 Reference Documents

- a. The Values and Ethics Code for the Public Sector <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=25049>.
- b. Standard on Web Accessibility <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601>.
- c. Accessible Canada Act <https://laws-lois.justice.gc.ca/eng/acts/A-0.6/>.
- d. Government of Canada's website of designated educational institutions <https://www.canada.ca/en/employment-social-development/programs/post-secondary/designated-schools.html>.

6.2 Relevant Terms and Acronyms

- a. Transport Canada (TC);
- b. The Project Authority or the Department - 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;
- c. Authorized Provider Packages – Course material provided by the contractor and used by authorized instructors to deliver a course.
- d. Learning Management System (LMS) - the web-based platform used to deliver the online course and facilitate communication between the instructor and students, for example, Brightspace, Blackboard, Moodle, Microsoft Teams

ANNEX "B"

BASIS OF PAYMENT

The estimated number of courses is for evaluation purposes only during the solicitation process and does not represent a commitment of the future usage.

TABLE A – Development of Virtual/Online Training

Initial Contract Period: Contract Award Date to March 31, 2024		
Description of Service	Course	All-Inclusive Price (Include details and cost breakdown of price)
One-time fee to develop and deliver Emergency Operation Centre (EOC) and EOC section-specific virtual/online training in both English and French through a web-based Learning Management System (LMS) platform.	a. Emergency Operations Centre Training	\$ _____
	b. Operations Section Training	\$ _____
	c. Planning Section Training	\$ _____
	d. Logistics Section Training	\$ _____
	e. Train-the-Trainer Certification	\$ _____
Total A - Total All-Inclusive Cost (a+b+c+d+e)=		\$ _____
Applicable Taxes (GST/HST)		\$ _____
Total Cost including taxes		\$ _____

TABLE B – Initial Contract Period

Initial Contract Period: Contract Award Date to March 31, 2024					
	Virtual/Online Course	Language	Maximum Number of Sessions for Initial Contract Period	Cost Per Course	Total Cost per Course (Maximum Number of Sessions x Cost Per Course)
a.	Emergency Operations Centre	English	14	\$	\$
		French	8	\$	\$
b.	Operations Section Training	English	8	\$	\$
		French	5	\$	\$
c.	Planning Section Training	English	8	\$	\$
		French	5	\$	\$
d.	Logistics Section Training	English	8	\$	\$
		French	5	\$	\$
e.	Train-the -Trainer Certification	English	4	\$	\$
		French	3	\$	\$
Total cost of maximum number of courses:					\$
Applicable taxes (GST/HST)					\$
Total Cost including Taxes					\$

TABLE C – Option Period Year 1

Option Year 1: April 1, 2024 to March 31, 2025					
	Virtual/Online Course	Language	Maximum Number of Sessions for Initial Contract Period	Cost Per Course	Total Cost per Course (Maximum Number of Sessions x Cost Per Course)
a.	Emergency Operations Centre	English	11	\$	\$
		French	4	\$	\$
b.	Operations Section Training	English	9	\$	\$
		French	4	\$	\$
c.	Planning Section Training	English	9	\$	\$
		French	4	\$	\$
d.	Logistics Section Training	English	9	\$	\$
		French	4	\$	\$
e.	Train-the -Trainer Certification	English	3	\$	\$
		French	3	\$	\$
Total cost of maximum number of courses:					\$
Applicable taxes (GST/HST)					\$
Total Cost including Taxes					\$

TABLE D – Option Period Year 2

Option Year 1: April 1, 2025 to March 31, 2026					
	Virtual/Online Course	Language	Maximum Number of Sessions for Initial Contract Period	Cost Per Course	Total Cost per Course (Maximum Number of Sessions x Cost Per Course)
a.	Emergency Operations Centre	English	11	\$	\$
		French	4	\$	\$
b.	Operations Section Training	English	9	\$	\$
		French	4	\$	\$
c.	Planning Section Training	English	9	\$	\$
		French	4	\$	\$
d.	Logistics Section Training	English	9	\$	\$
		French	4	\$	\$
e.	Train-the -Trainer Certification	English	3	\$	\$
		French	3	\$	\$
Total cost of maximum number of courses:					\$
Applicable taxes (GST/HST)					\$
Total Cost including Taxes					\$

For evaluation purposes, the total evaluated prices is as follows:	Total Cost
TABLE A – Development of Virtual/Online Training	\$
TABLE B – Course Delivery Costs	\$
TABLE C - OPTION PERIOD 1	\$
TABLE D - OPTION PERIOD 2	\$
Evaluated Price : For a total fixed price of: \$ _____ (GST/HST extra) [Total of Table A + B +C + D]	

ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of 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)