



Solicitation No. 84084-22-0065
Defensive Driving Training

Closing Date and Time: September 05, 2022
2:00 PM MDT

RETURN BIDS TO:

Canadian Energy Regulator
Suite 210, 517 Tenth Avenue SW
Calgary, AB, Canada T2R 0A8
Bid Email: proposals.propositions@cer-rec.gc.ca

REQUEST FOR PROPOSAL

Comments

This documents do not a contain security requirement.

Proposal To: Canadian Energy Regulator

We hereby offer to sell to Canadian Energy Regulator, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed here in and on any attached sheets at the price(s) set out thereof.

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Title		
Standard Defensive Driving Training and Off-Road Defensive Driving Training		
Solicitation No.		Date
84084-19-0086		2022-08-17
Solicitation Closes		Time Zone
at	02 :00 PM – 14h00	Mountain Standard Time (MST)
on	2022-09-05	
F.O.B.		
Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>		
Address inquiries to:		
Karen-Anne Deslandes		
Area code and Telephone No.		Facsimile No. / E-mail
613-790-7177		Karen-Anne.Deslandes@cer-rec.gc.ca
Destination – of Goods, Services, and Construction:		
See herein		

Instructions: See Herein

Delivery required	Delivery offered
See Herein	
Vendor/firm Name and Address	
Telephone No.	
E-mail	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)	
Signature	Date



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ANNEX A Statement of Work (SOW)

ANNEX B Basis of Payment

ANNEX C Electronic Payment Instrument

ANNEX D Certifications

ANNEX E to Part 4 of the bid solicitation - Evaluation Procedures and Basis of Selection



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INTRODUCTION

This document states terms and conditions which apply to solicitation 84084-22-0065 Standard Defensive Driving Training and Off-Road Defensive Driving Training.

It is divided into six parts plus 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of 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, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include

- **ANNEX A** Statement of Work (SOW)
- **ANNEX B** Basis of Payment
- **ANNEX C** Electronic Payment Instrument
- **ANNEX D** Certifications
- **ANNEX E** to Part 4 of the bid solicitation - Evaluation Procedures and Basis of Selection



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SUMMARY

This bid solicitation is being issued to satisfy the requirement of the Canada Energy Regulator for Standard Defensive Driving Training and Off-Road Defensive Driving Training. It is intended to result in the award of one (1) contract from date of award to September 20, 2023, with the option to extend the term of the contract by up to two (2) additional one (1) year periods under the same conditions.

1 GENERAL INFORMATION:

1.1 Statement of Work

The Work to be performed is detailed under **Annex A** (Statement of Work) of the resulting contract clauses.

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.

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 2018-05-22 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: sixty (60) days

Insert: ninety (90) days



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2.2 Submission of Bids

Bids must be submitted by email to proposals.propositions@cer-rec.gc.ca as indicated on page 1 of the bid solicitation

Bid Closing Date and Time

Date: August 30, 2022

Time: 2:00 PM (MDT)

Due to the nature of the bid solicitation, bids transmitted by facsimile to Canada Energy Regulator (CER) will not be accepted.

2.3 Former Public Servant

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

Definitions

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum



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payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant
- b. conditions of the lump sum payment incentive
- c. date of termination of employment
- d. amount of lump sum payment
- e. rate of pay on which lump sum payment is based
- f. period of lump sum payment including start date, end date and number of weeks
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.



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For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 4 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 Alberta.

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 Direct Deposit

The Government of Canada is phasing out paper cheques in favour of Direct Deposit for all payments issued by the Receiver General. Direct Deposit is a secure and reliable method of receiving payment, eliminating the risk of lost or stolen cheques.

2.7 Office of the Procurement Ombudsman (OPO)

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



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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid PDF copies by email,

Section II: Financial Bid PDF copies by email,

Section III: Certifications PDF copies by email,

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment (**ANNEX B**). The total amount of Applicable Taxes must be shown separately.

3.1.1 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.

Section III: Certifications

Bidders must submit the certifications and additional information required under (**ANNEX D**).



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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

ANNEX E to Part 4 of the bid solicitation - Evaluation Procedures and Basis of Selection
Section 1.1 Mandatory Technical Criteria

4.1.1.2 Point Rated Criteria

ANNEX E to Part 4 of the bid solicitation - Evaluation Procedures and Basis of Selection
Section 1.2 Point Rated Criteria.

4.1.2 Financial Evaluation

ANNEX E to Part 4 of the bid solicitation - Evaluation Procedures and Basis of Selection
Section 2 Financial Evaluation

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

4.2 Basis of Selection

Basis of selection is described in ANNEX "E" To Part 4 of the bid solicitation – Evaluation Procedures and Basis of Selection section B basis of selection.



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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract. Please fill out certification in **ANNEX D**.

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 certifications in ANNEX D.

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 procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Additional Certifications Precedent to Contract Award



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5.2.2.1 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.

5.2.2.2 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.



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PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

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 (SOW) at **Annex A**.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010B 2018-06-21, General Conditions - Professional Services Medium Complexity](#)

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to September 30, 2023, 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 two (2) additional one (1) year period 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 five (5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment



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6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Karen-Anne Deslandes
Title: Senior Procurement Consultant
Canada Energy Regulator
Telephone: 613 790-7177
E-mail address: Karen-Anne.Deslandes@cer-rec.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

To be provided by bidder

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



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6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

Basis of Payment – Fixed time rate – Limitation of expenditure

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex B, to a limitation of expenditure of **\$ TBD**. Customs duties are excluded and Applicable Taxes are extra.

6.7.2 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

6.7.3 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)



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6.8 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.
2. Invoices must be distributed as follows

The original and one (1) copy must be forwarded accountspayable@cer-rec.gc.ca.

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 Alberta.

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 \(2022-01-28\) General Conditions – Professional Services \(Medium Complexity\)](#)
- (c) Annex A, Statement of Work
- (d) Annex B Basis of Payment
- (e) Annex D Certifications

6.12 2030 40 (2008-05-12) SUCCESSORS AND ASSIGNS

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

6.13 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or



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consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

6.14 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [***the supplier or the contractor or the name of the entity awarded this contract***] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

6.15 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

6.16 Government Site Regulations



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The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

6.17 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.



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- j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.
- o.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada

6.18 Automobile Liability Insurance



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1. The Contractor must obtain Automobile Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature , but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.



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ANNEX A

STATEMENT OF WORK

ANNEX A - STATEMENT OF WORK

Standard Defensive Driving Training and Off-Road Defensive Driving Training

1.0 Background

This contract will provide the Canada Energy Regulator (CER) staff with a common understanding of safe driving habits and techniques and to provide them the opportunity to apply learnings in a practical (in vehicle) situation. All CER staff who drive while performing work for the CER require a standard defensive driving course.

Staff travelling to field locations where they may travel off road require Off-Road (4x4) driver training. These requirements are categorized as risk-based training in the NEB Occupational Health and Safety Training Standard.

2.0 Scope of Work

2.1 Standard Defensive Driving: To provide CER staff with a common understanding of safe driving habits and techniques and to provide them the opportunity to apply learnings in a practical (in-vehicle) situation. The 1-day training will cover standard safe road/highway driving techniques.

2.2 Off Road/Defensive Driving: To provide CER staff with a common understanding of safe driving habits and techniques and to provide them the opportunity to apply learnings in a practical (in vehicle) situation. The 1.5-day training will cover standard safe road/highway driving techniques as well as an off-road component which teach general 4x4 driving skills.

3.0 Deliverables

- a. Training to CER staff on:
 - Defensive driving techniques (i.e., awareness of traffic laws, braking techniques etc.) - classroom based
 - Defensive driving - field (in-vehicle) component (accident avoidance, braking techniques etc.)
 - Operation of a 4X4 vehicle (in-vehicle), (i.e., driving on gravel roads, on cutlines or right of ways)
- b. A qualified driving instructor (as per Alberta Transportation requirements)



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- c. Certificate of completion with an expiry date of three years
- d. Training duration is expected to be approximately as follows:
 - o Standard Defensive Driving - 1-day in total (a half day of classroom instruction and a half day of in-vehicle training)
 - o Off Road/Defensive Driving - 1.5 days in total (a half day of classroom instruction and 1 day of in-vehicle training)
- e. The contractor will provide a written exam for the classroom portion of the training and an in-vehicle evaluation of the in-vehicle portion of the training
- f. The contractor will provide appropriate vehicles to be used in the training and the appropriate training equipment (i.e., traffic cones, tow ropes, safety gear and first aid kits etc.) required for the vehicles
- g. The contractor will provide a safe area for the in-vehicle portion of the training
- h. The contractor will offer customized remedial in-vehicle training for any student failing to pass the in-vehicle portion of the training
- i. The contractor will offer training in English and French, or allow for the usage of a translator (as applicable)
- j. The CER has the ability to extend the contract for an additional two option years

4.0 Participant Materials

Contractor will provide digital copies of participant materials for classroom sessions to the CER.

If offering the training in both English and French, the contractor is responsible to provide the translated participant materials. If a French translator is required, the contractor allows the CER to translate the participant materials.

5.0 Contract Performance/Delivery

Exact dates of training will be confirmed as requested and will be coordinated between the Project Authority and the contractor.

The contractor's cancellation policy shall allow for a full refund if notified of the cancellation within 48 hours of the course.

Should students need to cancel, the CER will be allowed to replace them with another student up to 24 hours before the start of the training.

The in-vehicle portion of the training will not have more than one student per vehicle to allow for adequate practical application of skills learned.

The contractor will provide a certificate of completion of the training and at least one copy of the certificate at no extra cost in the event the original is lost.



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5.1 Covid- 19 On Site Regulations

Contractors must follow CER COVID-19 protocols, which are guided by the [Public Service Occupational Health Program](#).

The project authority will advise of current protocols at the start of the work, and any time a change is required, as these protocols change due to the fluidity of the COVID-19 Pandemic.

In vehicle training will be treated as on site unless advised by the Project Authority.

6.0 Logistics

Location of classroom sessions will be in Calgary, AB in the contractor's classroom, or the CER office. The contractor will offer to provide the classroom sessions virtually as needed.

The contractor is expected to provide an appropriate location for the field portion of the defensive driving training.

The CER will provide:

- Training room for classroom sessions
- Computer hook up and monitors for presentation
- French translator (as applicable)

The contractor will provide:

- Training instructor
- Participant materials
- Appropriate training vehicles
- Training supplies (traffic cones, etc. if required)



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**ANNEX "B"
 BASIS OF PAYMENT**

In consideration of the Contractor satisfactorily completing all of its obligations under the Statement of Work, the Contractor will be paid a firm price as specified in the table below. Customs duties are included and Applicable Taxes are extra.

* Applicable taxes will be added as a separate item on the invoice, if applicable *

(A) Initial Period: Date of contract award to September 29, 2023

Item	Description	Rate for one (1) student	Number of Estimated Training Units	Total
1	Standard Defensive Driving 1 day in total (a half day of classroom instruction and a half day of in-vehicle training)	\$	40	
2	Off Road/Defensive Driving 1.5 days in total (a half day of classroom instruction and 1 day of in-vehicle training);	\$	40	
Total				



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(B) Option period 1: October 1,2023 to September 30, 2024

Item	Description	Rate for one (1) student	Number of Estimated Training Units	Total
1	Standard Defensive Driving 1 day in total (a half day of classroom instruction and a half day of in-vehicle training)	\$	40	
2	Off Road/Defensive Driving 1.5 days in total (a half day of classroom instruction and 1 day of in-vehicle training)	\$	40	
Total				

(C) Option period 2: October 1 ,2024 to September 30, 2025

Item	Description	Rate for one (1) student	Number of Estimated Training Units	Total
1	Standard Defensive Driving 1 day in total (a half day of classroom instruction and a half day of in-vehicle training)	\$	40	
2	Off Road/Defensive Driving 1.5 days in total (a half day of classroom instruction and 1 day of in-vehicle training);	\$	40	
Total				



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Note:

All travel must have the prior authorization of the project authority.

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All payments are subject to government audit.



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ANNEX C
ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.1, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

The Bidder accepts 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)



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CERTIFICATIONS ANNEX D

The following Certifications must be signed and attached to the proposal when it is submitted to Canada.

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:

- e. an individual
- f. an individual who has incorporated
- g. a partnership made of former public servants; or
- h. 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.



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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:

- c. name of former public servant.
- d. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- h. name of former public servant
- i. conditions of the lump sum payment incentive
- j. date of termination of employment
- k. amount of lump sum payment
- l. rate of pay on which lump sum payment is based
- m. period of lump sum payment including start date, end date and number of weeks
- n. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.



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1. CERTIFICATION OF EDUCATION AND EXPERIENCE

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work as described in the Statement of Work.

Print name of authorized individual & sign above

Date

2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under this contract, the person proposed in the bid will be available to commence performance of the work within a reasonable time from the date of contract award and will remain available to perform the work in relation to the fulfillment of the requirement.

Print name of authorized individual & sign above

Date

3. CERTIFICATION OF STATUS OF PERSONNEL

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this contract and to submit his/her résumé to Canada. At any time during the Contract Period, the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

Print name of authorized individual & sign above

Date



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ANNEX “E”

To PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

Evaluation Procedures

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. The technical bid should clearly, and in sufficient depth, address the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating statements contained in the bid solicitation is not sufficient. The bidder should explain and demonstrate how it proposes to meet the requirements and how it understands and will carry out the work. Any bid which fails to meet one or more of the mandatory requirements will be deemed non-responsive. Point rated evaluation criteria not addressed will be given a score of zero.

All bidders are advised that only listing experience without providing any supporting data to describe when, where, and how such experience was obtained will not be considered to be "demonstrated" for the purpose of the evaluation. All professional experience must be fully documented and substantiated in the proposal

1.0 Technical Evaluation

1.1 Mandatory Technical Criteria

The Bidder must complete the Mandatory table and enter a “Y” for “Yes” or “N” for “No” in the “Met” column and provide the appropriate deliverables. Failure to meet any of the following mandatory technical criteria at solicitation closing will render the bid non-responsive and it will be given no further consideration.

Bidder should provide cross-reference to its proposal where criteria is met.



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1.1 Mandatory Technical Criteria (M)

Item No.	Mandatory Technical Criteria (M)	Met or Not Met (Yes/No)	Bidder to Provide Cross-Reference to its Proposal Where Criteria is Met
M1	The bidder must provide detailed résumés for all personnel to be assigned to the work under any resulting contract demonstrating their qualifications as a driving instructor (as per Alberta Transportation requirements)		
M2	The bidder must provide in-vehicle training to test and apply the classroom learnings.		
M3	Bidder must have 5 years of organizational experience in standard defensive driving and off-road defensive driving		
M4	Location of classroom sessions must be in Calgary Alberta at the contractor's office or the CER office. The contractor is expected to provide an appropriate location for the field portion of the defensive driving training in Calgary.		

1.2 Point Rated Criteria (R)

	Point Rated Requirement	Points Obtained
R1	<u>Experience in Standard Defensive Driving :</u> The bidder should demonstrate a clear understanding of the services required as outlined in the SOW section 2.1 (standard defensive driving) and demonstrate their company experience in training drivers in the area of defensive driving. 5 -7 years of experience (10 points) 8-10 years (15 points) 10 and more (20 points)	/20
R2	<u>Experience in Off Road/ Defensive Driving</u>	



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	The bidder should demonstrate a clear understanding of the services required as outlined in the SOW section 2.1 and demonstrate their company experience in training drivers in the areas of Off Road / Defensive Driving and 4x4. 5 -7 years of experience (10 points) 8-10 years (15 points) 10 and more (20 points)	/20
R3	The bidder should identify their list of topics to be covered in the classroom component of the training.	/5
R4	The bidder should identify their list of topics to be covered in the field (in-vehicle) component of the training	/10
R5	The bidder should provide a detailed account of two previously and successfully completed contracts of a similar scope and nature, including the student evaluations.	/20
R6	The bidder should identify that they have access to appropriate training areas/facilities for the in-vehicle portion of the training.	/10
R7	The bidder should identify that they can provide the classroom training virtually	/5
TOTAL		/90
Minimum points required 65/90		

2 Financial Evaluation

Bidder must fill out prices tables as per **ANNEX B BASIS OF PAYMENT** and provide price for Contract initial period (A), contract option period 1 (B) and contract option period 2 (C):

For financial evaluation purposes, the total of A +B+C will be used.

B) BASIS OF SELECTION



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

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation
 - b. meet all mandatory criteria and
 - c. obtain the required minimum of 65 points overall for the technical evaluation criteria which are subject to point rating (The rating is performed on a scale of 90 points) and
2. Bids not meeting (a), (b), (c) and (d) 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 60% for the technical merit and 40% 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 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
6. For each responsive bid, the technical 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 equal 135 and the lowest evaluated price is \$45,000 (45).



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		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	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

THE OVERALL SCORE = TECHNICAL SCORE + FINANCIAL SCORE