BID SUBMISSIONS: PRÉSENTATION DES SOUMISSIONS:

Public Services and Procurement Canada Services publics et Approvisionnement Canada Departmental Acquisitions Services Services d'Approvisionnements Ministériels By EMAIL to the Contracting Authority – Par COURRIEL à l'Autorité Contractante : Stephane.Beaudry@tpsgc-pwgsc.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

COMMENTS | COMMENTAIRES

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT.

CE DOCUMENT NE CONTIENT PAS DES EXIGENCES RELATIVES À LA SÉCURITÉ.

ISSUING OFFICE | BUREAU DE DISTRIBUTION

Departmental Acquisition Branch Direction des Services d'Approvisionnements Ministériels 11 Laurier Street Gatineau, Qc K1A 0S5

Title – Sujet					
Health and Safety Training – Forma	ation en Santé	et sécuri	té		
Solicitation No. – N° de l'invitation Date					
10077587/A	Ma	arch 26, 2	.024		
Client Reference No. – N° référen	ce du client				
10077587					
GETS Reference No. – N° de refe	rence de SEA	G			
File No. – N° de dossier	CCC No. / N	l° CCC -	FMS No. / N° VME		
DAS13-10077587					
Sollicitation Closes – L'invitation	prend fin		Time Zone:		
			Fuseau horaire :		
at – à 02 :00 PM			Eastern Daylight Time (EDT)		
on – le April 22, 2024			 Heure avancée de l'Est (HAE) 		
F.O.B F.A.B.					
Plant-Usine: - Destination:	X Other-	Autre: -	•		
Address Inquiries to – Adresser t	toutes questi	ons à:	Buyer Id – Id de l'acheteur		
Stéphane Beaudry					
Telephone No. – N° de téléphone	:		FAX No. – N° de FAX		
613-292-5625					
Destination – of Goods, Services	, and Constru	uction:			
Destination – des biens, services et construction :					
Specified herein.					
Précisé dans les présentes.					

Instructions: See Herein Instructions : Voir aux présentes

Raison sociale et adresse du fournisseur,	/de l'entrepreneur	
Name and title of person authorized to sig (type or print)- Nom et titre de la personne autorisée à si 'entrepreneur (taper ou écrire en caractè	gner au nom du fournisseur/de	
Name (type or print) – Nom (taper ou éci	rire en caractères d'imprimerie)	
Signature	Date	

Canada

CCC No./N° CCC - FMS No./N° VME

File No. - N° du dossier DAS13-10077587

TABLE OF CONTENTS

PART 1 -	GENERAL INFORMATION	3
1.1		3
1.2	SUMMARY	
1.3	Debriefings	
1.4	Indigenous Considerations	
PART 2 -	BIDDER INSTRUCTIONS	4
2.1	Standard Instructions, Clauses and Conditions	1
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	
2.3	FORMER PUBLIC SERVANT	
2.4	ENQUIRIES - BID SOLICITATION	
2.5	Applicable Laws	
2.6	BID CHALLENGE AND RECOURSE MECHANISMS	
PART 3 -	BID PREPARATION INSTRUCTIONS	7
3.1	BID PREPARATION INSTRUCTIONS	7
3.2	Section I: Technical Bid	
3.3	SECTION II: FINANCIAL BID	
3.4	SECTION III: CERTIFICATIONS	
3.5	Section IV: Additional Information	8
ATTACH	MENT 1 TO PART 3, PRICING SCHEDULE	9
ATTACH	MENT 2 TO PART 3, ELECTRONIC PAYMENT INSTRUMENTS	16
	EVALUATION PROCEDURES AND BASIS OF SELECTION	
4.1	Evaluation Procedures	
4.2	BASIS OF SELECTION	
	MENT 1 TO PART 4, TECHNICAL CRITERIA	
PART 5 -	- CERTIFICATIONS AND ADDITIONAL INFORMATION	31
5.1	CERTIFICATIONS REQUIRED WITH THE BID	31
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	
5.3	Additional Certifications Precedent to Contract Award	
PART 6 -	OTHER REQUIREMENTS	33
6.1	INSURANCE REQUIREMENTS	33
PART 7 -	RESULTING CONTRACT CLAUSES	34
7.1 7.2	STATEMENT OF WORK	
7.2	STANDARD CLAUSES AND CONDITIONS	
7.4	Secont Theodikements	
7.5	TERM OF CONTRACT	
7.6	Authorities	
7.7	PAYMENT	
7.8	Invoicing Instructions	
7.9	CERTIFICATIONS AND ADDITIONAL INFORMATION	
7.10	Applicable Laws	
7.11	PRIORITY OF DOCUMENTS	
7.13	DISPUTE RESOLUTION	
	A - STATEMENT OF WORK	٨٨
	3 - BASIS OF PAYMENT	
	C - INSURANCE REQUIREMENTS	
	O - TASK AUTHORIZATION FORM	

File No. - N° du dossier DAS13-10077587

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 Attachments include the Pricing Schedule, Electronic Payment Instruments and the Technical criteria.

The Annexes include the Statement of Work, Basis of Payment, Insurance Requirements and Task Authorization Form.

1.2 Summary

The People Planning and Innovation (PPI), Real Property Services (RPS) of Public Services and Procurement Canada (PSPC) seeks to establish a contract for Health and Safety Training.

The requirement is for a series of job-specific mandatory Health and Safety Training courses. These courses are to be offered in English and in French and on an "as and when requested" basis to Government of Canada employees in the National Capital Region (NCR).

Canada is seeking to establish one (1) contract as defined in Annex A, Statement of Work, and to be provided under the Contract, on an "as and when requested" basis only, for two (2) years with three (3) one (1) year option periods.

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.

1.4 Indigenous Considerations

The Government of Canada is committed to economic reconciliation with Indigenous peoples and will contribute to improved socio-economic outcomes by increasing opportunities for First Nations, Inuit and Métis businesses through the federal procurement process. The government is implementing a mandatory requirement for federal departments and agencies to ensure a minimum of 5 % of the total value of contracts, including subcontracts, are held by Indigenous businesses.

File No. - N° du dossier DAS13-10077587

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (<u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>) 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 <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

• Subsection 4. of Section 05, Submission of bids, of Standard Instructions 2003 incorporated by reference above, 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 via email only to <u>Stephane.Beaudry@tpsgc-pwgsc.gc.ca</u> by the date and time indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or epost 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 <u>Financial</u> <u>Administration Act</u>, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S.,

File No. - N° du dossier DAS13-10077587

1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension</u> <u>Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada</u> <u>Pension Plan Act</u>, 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 <u>Contracting Policy Notice: 2019-01</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

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

File No. - N° du dossier DAS13-10077587

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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid one (1) electronic copy in Adobe PDF format;
- Section II: Financial Bid one (1) electronic copy in Adobe PDF format;
- Section III: Certifications one (1) electronic copy in Adobe PDF format; and
- Section IV: Additional Information one (1) electronic copy in Adobe PDF format.

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

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

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

NOTE:

The PWGSC email attachment size limit is 10MB. Emails exceeding 10MB will not be received. Bidders may split their submitted content into multiple emails by identifying, for example 1 of 3, 2 of 3, etc.

It is the sole responsibility of the Bidder to ensure a timely submission of their bid is made. Canada will not be responsible for late bids received at destination after the closing time, even if it was submitted before.

3.2 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.

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

3.3 Section II: Financial Bid

- **3.3.1** Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.
- **3.3.2** Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.
- **3.3.3** Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

3.3.4 SACC Manual Clauses

C3011T (2013-11-06) Exchange Rate Fluctuation

File No. - N° du dossier DAS13-10077587

3.3.5 Electronic Payment of Invoices - Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 2 to Part 3, Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 2 to Part 3, 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.

3.4 Section III: Certifications

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

3.5 Section IV: Additional Information

In Section IV of their bid, bidders should provide:

- 1. their legal name;
- 2. their Procurement Business Number (PBN);
- 3. the name of the contact person (provide also this person's mailing address, phone and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid.

CCC No./N° CCC - FMS No./N° VME

File No. - N° du dossier DAS13-10077587

ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

- 1. The Bidder must complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below and include the names of the proposed instructors and their quoted all-inclusive Firm Price (in Can \$) for each fully delivered training session.
- 2. The prices included in this pricing schedule include any additional costs that may be required by the Bidder to deliver the training sessions (i.e., room rental, rental of lift truck, propane and etc.).
- **3.** The prices included in this pricing schedule include the total estimated cost of any travel and living expenses that may need to be incurred for:
 - a. The Work described in Part 7 of the bid solicitation required to be done, delivered or performed inside the National Capital Region (NCR) defined in the National Capital Act (R.S.C., 1985, c. N-4), available on the Justice Website (<u>http://laws-lois.justice.gc.ca/eng/acts/N-4/</u>).
 - b. travel between the successful bidder's place of business and the NCR.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

PRICING SCHEDULE HEALTH AND SAFETY TRAINING

Initial Contract Period 1 (from	Contract award to one year late	r)		
Working at Heights Training Session (1 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	8	\$0.00
French Session		\$0.00	5	\$0.00
			Total:	\$0.00
Trenching Awareness (0.5 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
		1	Total:	\$0.00
Traffic Control in Construction Work Zones (1 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
Total:				\$0.00

CCC No./N° CCC - FMS No./N° VME

Client Ref. No N° de réf. du client	
10077587	

Hoisting and Rigging Safety Awareness (2 days)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
			Total:	\$0.00
Propane in Construction (1 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	2	\$0.00
French Session		\$0.00	1	\$0.00
			Total:	\$0.00
Lift Truck Certification (2 days)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
			Total:	\$0.00
Working at Heights – Refresher training (0.5 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	8	\$0.00
French Session		\$0.00	5	\$0.00
Total:				\$0.00
Total Initial Contract Period 1:				\$0.00
				φ 0. 00

Initial Contract Period 2 (from end of Initial Contract Period 1 to one year later)					
Working at Heights Training Session (1 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B	
English Session		\$0.00	8	\$0.00	
French Session		\$0.00	5	\$0.00	
	\$0.00				
Trenching Awareness (0.5 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B	

T		-	Γ	T
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
1			Total:	\$0.00
Traffic Control in Construction Work Zones (1 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
I. I			Total:	\$0.00
Hoisting and Rigging Safety Awareness (2 days)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
			Total:	\$0.00
Propane in Construction (1 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	2	\$0.00
French Session		\$0.00	1	\$0.00
			Total:	\$0.00
Lift Truck Certification (2 days)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
		·	Total:	\$0.00
Working at Heights – Refresher training (0.5 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	8	\$0.00
French Session		\$0.00	5	\$0.00
		1	Total:	\$0.00
		Total Initi	al Contract Period 2:	\$0.00
				÷

Working at Heights Training		All-inclusive Firm	Estimated Training	Total (CDN\$)
Session (1 day)	Proposed Instructor(s)	Price (CDN\$) A	Sessions B	Taxes excluded C = A x B
English Session		\$0.00	8	\$0.00
French Session		\$0.00	5	\$0.00
1			Total:	\$0.00
Trenching Awareness (0.5 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
			Total:	\$0.00
Traffic Control in Construction Work Zones (1 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
			Total:	\$0.00
Hoisting and Rigging Safety Awareness (2 days)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
			Total:	\$0.00
Propane in Construction (1 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	2	\$0.00
French Session		\$0.00	1	\$0.00
			Total:	\$0.00
Lift Truck Certification (2 days)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00

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CCC No./N° CCC - FMS No./N° VME

Client Ref. No. - N° de réf. du client 10077587

			Total:	\$0.00
Working at Heights – Refresher training (0.5 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	8	\$0.00
French Session		\$0.00	5	\$0.00
Total:				
Total Option Period 1:				\$0.00

• Option Period 2 (from end of C	Option Period 1 to one year later)			
Working at Heights Training Session (1 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	8	\$0.00
French Session		\$0.00	5	\$0.00
			Total:	\$0.00
Trenching Awareness (0.5 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
			Total:	\$0.00
Traffic Control in Construction Work Zones (1 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
			Total:	\$0.00
Hoisting and Rigging Safety Awareness (2 days)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
			Total:	\$0.00

Propane in Construction (1 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	2	\$0.00
French Session		\$0.00	1	\$0.00
			Total:	\$0.00
Lift Truck Certification (2 days)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
		1	Total:	\$0.00
Working at Heights – Refresher training (0.5 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	8	\$0.00
French Session		\$0.00	5	\$0.00
Total:				\$0.00
Total Option Period 2:				\$0.00

• Option Period 3 (from end of O	ption Period 2 to one year later)			
Working at Heights Training Session (1 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	8	\$0.00
French Session		\$0.00	5	\$0.00
			Total:	\$0.00
Trenching Awareness (0.5 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
			Total:	\$0.00
Traffic Control in Construction Work Zones (1 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B

r				
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
			Total:	\$0.00
Hoisting and Rigging Safety Awareness (2 days)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
I		1	Total:	\$0.00
Propane in Construction (1 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	2	\$0.00
French Session		\$0.00	1	\$0.00
			Total:	\$0.00
Lift Truck Certification (2 days)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
			Total:	\$0.00
Working at Heights – Refresher training (0.5 day)	Proposed Instructor(s)	All-inclusive Firm Price (CDN\$) A	Estimated Training Sessions B	Total (CDN\$) Taxes excluded C = A x B
English Session		\$0.00	8	\$0.00
French Session		\$0.00	5	\$0.00
			Total:	\$0.00
		T	otal Option Period 3:	\$0.00
			ion (toxon oxoludod)	

Bid Evaluated Price (taxes excluded):	\$0.00	
(Total Initial Contract Period 1 & 2 + Total Option Period 1, 2 & 3)	φ0.00	

File No. - N° du dossier DAS13-10077587

ATTACHMENT 2 TO PART 3, ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.3.5, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices

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).

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

Refer to Attachment 1 to Part 4.

4.1.1.2. Point Rated Technical Criteria

Refer to Attachment 1 to Part 4. Point Rated Technical Criteria not addressed will be given a score of zero.

4.1.1.3. Socio-Economic Technical Criteria

Refer to Attachment 1 to Part 4. Socio-Economic Technical Criteria not addressed will be given a score of zero.

4.1.2 Financial Evaluation

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

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

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit (65%), Socio-Economic Merit (5%) and Price (30%).

- **4.2.1.1** To be declared responsive, a bid must:
 - a) comply with all the requirements of the bid solicitation;
 - b) meet all the mandatory evaluation criteria; and
 - c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria RT1 to RT8;
 - d) obtain the required minimum of points overall specified in Attachment 1 to Part 4 for the point rated technical evaluation criteria.
- **4.2.1.2** Bids not meeting 4.2.1.1 a) or b) or c) or d) will be declared non-responsive.
- **4.2.1.3** The selection will be based on the highest responsive combined rating of technical merit, socio-economic merit and price. The ratio will be 65% for the technical merit, 5% for the socio-economic merit and 30% for the price.
- **4.2.1.4** 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 65%.

File No. - N° du dossier DAS13-10077587

- **4.2.1.5** To establish the socio-economic merit score, the overall 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 5%.
- **4.2.1.6** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- **4.2.1.7** For each responsive bid, the technical merit score plus the socio-economic score and the pricing score will be added to determine its combined rating.
- **4.2.1.8** Neither the responsive bid obtaining the highest technical score nor the highest socio-economic score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit, socio-economic merit and price will be recommended for award of a contract.

In the event two or more responsive bids have the same highest combined rating of technical merit, socio-economic merit and price:

- i. the responsive bid obtaining the highest overall score for the socio-economic criteria will be recommended for award of a contract; or
- ii. the responsive bid with the highest combined rating of technical merit will be recommended for award of a contract if the scores under i. above are equal; or
- iii. the responsive bid obtaining the lowest evaluated price will be recommended for award of a contract if the scores under i. and ii. above are equal.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 65/5/35 ratio of technical merit, socio-economic merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$300,000 (30).

Basis of Se	Basis of Selection - Highest Combined Rating of Technical Merit (65%), Socio-Economic Merit (5%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3	
Overall Technical Merit Score		116/135	118/135	114/135	
Overall Socio-Economic Score		0/5	0/5	5/5	
Bid Evaluated Price		\$400,000.00	\$350,000.00	\$300,000.00	
	Technical Merit Score	116/135 x 65 = 55.85	118/135 x 65 = 56.81	114/135 x 65 = 54.89	
Calculations	Socio-Economic Score	0/5 x 5 = 0.00	0/5 x 5 = 0.00	5/5 x 5 = 5.00	
	Pricing Score	30/40 x 30 = 22.5	30/35 x 30 = 25.71	30/30 x 30 = 30.00	
C	combined Rating	78.35	82.52	89.89	
	Overall Rating	3 rd	2 nd	1 st	

In the example above the Bidder 3 would be recommended for award.

File No. - N° du dossier DAS13-10077587

ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

- **1.** The Bidder must provide the necessary documentation to support compliance with these requirements.
 - a. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute "demonstrated" for the purpose of the evaluation.
 - b. The Bidder must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by résumés and any necessary supporting documentation.
 - c. The Bidder must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In case the periods relating to two or more overlapping commitments or experiences any period common to several commitments or experiences will only be counted once.
 - d. It is recommended that the Bidder include a grid in their proposals, cross-referencing statements of compliance with the supporting data and résumé evidence contained in their proposals. Note: the compliance grid, by and of itself, DOES NOT constitute demonstrated evidence. As stated in b. above, the résumés and supporting documentation will be accepted as evidence.
- 2. Bidders should provide the required references in the Technical Proposal of their bid.
- 3. The references provided by the Bidders are subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to validate the references before award of a contract. The bid will be declared non-responsive if any references given by the Bidder are untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.
- 4. For professional designations and education qualification, where applicable, the Bidder should provide proof for each resource by submitting a copy of the certificate with its' proposal. If the certificate is not submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the certificate. Failure to provide a certificate within the time frame specified will render the bid non-responsive.

5. Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

	MANDATORY TECHNICAL CRITERIA (MT)				
Number	Mandatory Technical Criterion – Resource Experience	MET	NOT MET	Cross Reference to Proposal	
MT1	The Bidder must propose a minimum of two (2) instructors to deliver each of the following training sessions as described in Annex A - Statement of Work – Health and Safety Training Courses, in both official languages *English and French:				
	 Working at Heights – Fundamentals of Fall Prevention Trenching Awareness Traffic Control in Construction Work Zones 				

File No. - N° du dossier DAS13-10077587

	 Hoisting and Rigging Safety Awareness Propane in Construction Lift Truck Certification Working at Heights – Refresher training An instructor can be proposed in more than one training session. At a minimum, the Bidder must submit detailed CVs for each proposed resource including their applicable language of instruction. *The Bidder may propose either two (2) bilingual instructors to deliver each or a training session OR one (1) English and one (1) French instructor to deliver each or a training session. If the Bidder is proposing one (1) English and one (1) French instructor to deliver each or a training session, one (1) French instructor to deliver each or a training session must also be proposed. For each training session, a maximum of two (2) bilingual instructors (1 English instructor + 1 English back-up instructor and 1 French instructor + 1 French back-up instructor) will be evaluated in the order of presentation in the Bidder's bid. 		
MT2	The Bidder must demonstrate that all instructors provided under MT1 are approved by the Chief Prevention Officer, Ontario Ministry of Labour, Immigration, Training and Skills Development, as meeting the <u>Working at Heights Training Program Standard</u> and <u>Working at Heights</u> <u>Training Provider Standard</u> . Training programs will be delivered by the Bidder in accordance with the requirements of the Ontario Ministry of Labour's <u>Working at Heights Training Program Standard</u> . The Bidder must provide proof of approval from the Chief Prevention Officer of the Ontario Ministry of Labour, Immigration, Training and Skills Development for all proposed instructors.		
MT3	For the Lift Truck Certification training, the Bidder must demonstrate that their lift truck certification training program meets the training objectives outlined by the Ontario Ministry of Labour Maintenance Guideline for the safe operation and maintenance of powered lift trucks ontario.ca.		
MT4	For the Propane in Construction training, the Bidder must demonstrate that their training program has been approved by the <u>Technical</u> <u>Standards and Safety Authority (TSSA)</u> training providers of propane in construction. A proof of approval of propane in construction from the TSSA must be provided.		

6. Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

	POI	NT RATED TECHNICAL CRITERIA (RT)		
RT1: W	orking at Heights – Fundamentals of	Fall Prevention training sessions		
ltem	Description	Scoring Methodology	Points	Cross Reference to Proposal
RT1	 The Bidder should demonstrate that each proposed instructor under MT1 for the Working at Heights – Fundamentals of Fall Prevention training sessions has the capacity to deliver the training sessions as per the statement of work and that each proposed instructor has a minimum of 3 years experience within the last 10 years. At a minimum, the Bidder should provide the following in order to demonstrate each proposed instructor's experience: Name of organization where the resource obtained their experience; Description of the proposed instructor's roles and responsibilities; and Experience timeframe(s) (fromto dates month/year). 	Points will will be awarded depending on the number of resources proposed by the Bidder, as follows: a) If two (2) bilingual instructors proposed: Proposed Instructor 1: • Less than 3 years experience = 0 points • Minimum 3 years experience = 5 points • 4 to 5 years experience = 10 points • 6 to 8 years experience = 10 points • 0ver 9 years experience = 20 points Proposed Instructor 2: • Less than 3 years experience = 0 points • Minimum 3 years experience = 10 points • Minimum 3 years experience = 5 points • 4 to 5 years experience = 10 points • 6 to 8 years experience = 15 points • 0ver 9 years experience = 20 points • 10 fone (1) English and one (1) French with one (1) English and one (1) French back-up instructors proposed: Proposed Instructor 1: • Less than 3 years experience = 2.5 points • 4 to 5 years experience = 5 points • 6 to 8 years experience = 5 points • 6 to 8 years experience = 10 points • 0ver 9 years experience = 10 points • Minimum 3 years experience = 2.5 points • 4 to 5 years experience = 5 points • 6 to 8 years experience = 5 points • 6 to 8 years experience = 10 points • Minimum 3 years experience = 2.5 points • 6 to 8 years experience = 2.5 points • 0ver 9 years experience = 2.5 points • 0ver 9 years experience = 10 points Proposed Instructor 3: • Less than 3 years experience = 2.5 points • 6 to 8 years experience = 10 points • Minimum 3 years experience = 0 points • Minimum 3 years experience = 2.5 points • 6 to 8 years experience = 7.5 points • 6 to 8 years experience = 7.5 points	/40	

10077587

File No. - N° du dossier

DAS13-10077587

CCC No./N° CCC - FMS No./N° VME

• Over 9 years experience = 10 points (Max. 40 points) **RT1 - Total Maximum Points Available:** 40 Points RT1 - Minimum points required (25%): **10 Points RT1 - Total Score: RT2: Trenching Awareness training sessions** Cross Item Description Scoring Methodology Points **Reference to** Proposal Points will will be awarded depending on the number of resources proposed by the Bidder, as follows: a) If two (2) bilingual instructors proposed: Proposed Instructor 1: • Less than 3 years experience = 0 points • Minimum 3 years experience = **5 points** • 4 to 5 years experience = 10 points • 6 to 8 years experience = **15 points** • Over 9 years experience = 20 points The Bidder should demonstrate that Proposed Instructor 2: each proposed instructor under • Less than 3 years experience = 0 points MT1 for the Trenching Awareness • Minimum 3 years experience = 5 points training sessions has the capacity • 4 to 5 years experience = 10 points to deliver the training sessions as per the statement of work and that 6 to 8 years experience = 15 points each proposed instructor has a • Over 9 years experience = 20 points minimum of 3 years experience (Max. 40 points) within the last 10 years. b) If one (1) English and one (1) French with At a minimum, the Bidder should one (1) English and one (1) French back-up provide the following in order to RT2 /40 instructors proposed: demonstrate each proposed instructor's experience: Proposed Instructor 1: • Less than 3 years experience = 0 points Name of organization where • Minimum 3 years experience = 2.5 points the resource obtained their experience; • 4 to 5 years experience = 5 points Description of the proposed • 6 to 8 years experience = 7.5 points instructor's roles and • Over 9 years experience = 10 points responsibilities; and Experience timeframe(s) (from-Proposed Instructor 2: to dates month/year). • Less than 3 years experience = 0 points • Minimum 3 years experience = 2.5 points • 4 to 5 years experience = 5 points • 6 to 8 years experience = 7.5 points • Over 9 years experience = 10 points **Proposed Instructor 3:** • Less than 3 years experience = **0 points** • Minimum 3 years experience = 2.5 points • 4 to 5 years experience = 5 points • 6 to 8 years experience = 7.5 points • Over 9 years experience = 10 points

CCC No./N° CCC - FMS No./	N° VME

		 <u>Proposed Instructor 4</u>: Less than 3 years experience = 0 points Minimum 3 years experience = 2.5 points 4 to 5 years experience = 5 points 6 to 8 years experience = 7.5 points Over 9 years experience = 10 points (Max. 40 points) 		
	1	RT2 - Total Maximum Points A	vailable:	40 Points
		RT2 - Minimum points require	ed (25%):	10 Points
-		RT2 - Tota	al Score:	
RT3: Tra	affic Control in Construction Work Zo	nes training sessions		
Item	Description	Scoring Methodology	Points	Cross Reference to Proposal
RT3	 The Bidder should demonstrate that each proposed instructor under MT1 for the Traffic Control in Construction Work Zones training sessions has the capacity to deliver the training sessions as per the statement of work and that each proposed instructor has a minimum of 3 years experience within the last 10 years. At a minimum, the Bidder should provide the following in order to demonstrate each proposed instructor's experience: Name of organization where the resource obtained their experience; Description of the proposed instructor's roles and responsibilities; and Experience timeframe(s) (fromto dates month/year). 	Points will will be awarded depending on the number of resources proposed by the Bidder, as follows: a) If two (2) bilingual instructors proposed: Proposed Instructor 1: • Less than 3 years experience = 0 points • Minimum 3 years experience = 5 points • 4 to 5 years experience = 10 points • 6 to 8 years experience = 10 points • 0ver 9 years experience = 20 points Proposed Instructor 2: • Less than 3 years experience = 0 points • Minimum 3 years experience = 5 points • Minimum 3 years experience = 5 points • Minimum 3 years experience = 10 points • 6 to 8 years experience = 10 points • 6 to 8 years experience = 20 points • Over 9 years experience = 20 points • Minimum 3 years experience = 20 points • Max. 40 points) b) If one (1) English and one (1) French with one (1) English and one (1) French back-up instructors proposed: Proposed Instructor 1: • Less than 3 years experience = 0 points • Minimum 3 years experience = 5 points • 6 to 8 years experience = 5 points • 6 to 8 years experience = 7.5 points • 0ver 9 years experience = 10 points Proposed Instructor 2: • Less than 3 years experience = 0 points • Minimum 3 years experience = 2.5 points • 0ver 9 years experience = 10 points Proposed Instructor 2: • Less than 3 years experience = 2.5 points • 0ver 9 years experience = 2.5 points • 0ver 9 years experience = 10 points Proposed Instructor 2: • Less than 3 years experience = 2.5 points • 0ver 9 years experience = 10 points • Minimum 3 years experience = 10 points • Minimum 3 years experience = 10 points • 0ver 9 years experience = 10 points • Less than 3 years experience = 0 points	/40	

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Client Ref. N 10077587	o N° de réf. du client ,	File No N° du dossier DAS13-10077587	CCC No./N° CCC	- FMS No./N° VME
		 Minimum 3 years experience = 2.5 points 4 to 5 years experience = 5 points 6 to 8 years experience = 7.5 points Over 9 years experience = 10 points Proposed Instructor 4: Less than 3 years experience = 0 points Minimum 3 years experience = 2.5 points 4 to 5 years experience = 5 points 6 to 8 years experience = 7.5 points Over 9 years experience = 10 points (Max. 40 points) 		
		RT3 - Total Maximum Points RT3 - Minimum points requ		40 Points
			fotal Score:	IV FUIILS
RT4: Ho	isting and Rigging Safety Awareness	training sessions		
Item	Description	Scoring Methodology	Points	Cross Reference to Proposal
RT4	 The Bidder should demonstrate that each proposed instructor under MT1 for the Hoisting and Rigging Safety Awareness training sessions has the capacity to deliver the training sessions as per the statement of work and that each proposed instructor has a minimum of 3 years experience within the last 10 years. At a minimum, the Bidder should provide the following in order to demonstrate each proposed instructor's experience: Name of organization where the resource obtained their experience; Description of the proposed instructor's roles and responsibilities; and Experience timeframe(s) (fromto dates month/year). 	 Points will will be awarded depending on the numb of resources proposed by the Bidder, as follows: a) If two (2) bilingual instructors proposed: Proposed Instructor 1: Less than 3 years experience = 0 points Minimum 3 years experience = 5 points 4 to 5 years experience = 10 points 6 to 8 years experience = 15 points Over 9 years experience = 20 points Proposed Instructor 2: Less than 3 years experience = 10 points Minimum 3 years experience = 5 points Minimum 3 years experience = 5 points Minimum 3 years experience = 5 points 4 to 5 years experience = 10 points 6 to 8 years experience = 10 points 6 to 8 years experience = 10 points 6 to 8 years experience = 10 points Over 9 years experience = 20 points (Max. 40 points) b) If one (1) English and one (1) French with one (1) English and one (1) French back-up instructors proposed: Proposed Instructor 1: Less than 3 years experience = 2 points Minimum 3 years experience = 2 points Over 9 years experience = 5 points Over 9 years experience = 2 points 	/40	

Solicitation No. - N° de l'invitation 10077587/A

Client Ref. No. - N° de réf. du client 10077587

Amd. No. - N° de la modif.

CCC No./N°	CCC - FMS	No./N° VME

		 Less than 3 years experience = 0 points Minimum 3 years experience = 2.5 points 4 to 5 years experience = 5 points 6 to 8 years experience = 7.5 points Over 9 years experience = 10 points Proposed Instructor 4: Less than 3 years experience = 0 points Minimum 3 years experience = 2.5 points 4 to 5 years experience = 5 points 6 to 8 years experience = 7.5 points 0 ver 9 years experience = 10 points (Max. 40 points) 	vailable:	40 Points
		RT4 - Minimum points require	ed (25%):	10 Points
		RT4 - Tota		
RT5: Pr	opane in Construction training session	ons		
ltem	Description	Scoring Methodology	Points	Cross Reference to Proposal
RT5	The Bidder should demonstrate that each proposed instructor under MT1 for the Propane in Construction training sessions has the capacity to deliver the training sessions as per the statement of work and that each proposed instructor has a minimum of 3 years experience within the last 10 years. At a minimum, the Bidder should provide the following in order to demonstrate each proposed instructor's experience: • Name of organization where	 Points will will be awarded depending on the number of resources proposed by the Bidder, as follows: a) If two (2) bilingual instructors proposed: Proposed Instructor 1: Less than 3 years experience = 0 points Minimum 3 years experience = 5 points 4 to 5 years experience = 10 points 6 to 8 years experience = 15 points Over 9 years experience = 20 points Proposed Instructor 2: Less than 3 years experience = 5 points Minimum 3 years experience = 5 points Over 9 years experience = 10 points Minimum 3 years experience = 5 points Minimum 3 years experience = 20 points Minimum 3 years experience = 20 points Minimum 3 years experience = 10 points Over 9 years experience = 10 points G to 8 years experience = 10 points Over 9 years experience = 20 points 	/40	

Solicitation No. - N° de l'invitation 10077587/A

Client Ref. No. - N° de réf. du client 10077587

Amd. No. - N° de la modif.

File No. - N° du dossier DAS13-10077587

CCC No./N° CCC - FMS No./N° VME

		 <u>Proposed Instructor 2:</u> Less than 3 years experience = 0 points Minimum 3 years experience = 2.5 points 4 to 5 years experience = 5 points 6 to 8 years experience = 7.5 points Over 9 years experience = 10 points <u>Proposed Instructor 3:</u> Less than 3 years experience = 0 points Minimum 3 years experience = 2.5 points 4 to 5 years experience = 5 points 6 to 8 years experience = 7.5 points 6 to 8 years experience = 7.5 points Over 9 years experience = 7.5 points Over 9 years experience = 10 points <u>Proposed Instructor 4:</u> Less than 3 years experience = 2.5 points Minimum 3 years experience = 2.5 points 6 to 5 years experience = 5 points Minimum 3 years experience = 2.5 points Over 9 years experience = 2.5 points Over 9 years experience = 10 points 		
		RT5 - Total Maximum Points Av	vailable:	40 Points
		RT5 - Minimum points require	d (25%):	10 Points
		RT5 - Tota	al Score:	
RT6: Lif	t Truck Certification training session	S		
ltem	Description	Scoring Methodology	Points	Cross Reference to Proposal

Amd. No. - N° de la modif.

CCC No./N° CCC - FMS No./N° VME

		 Less than 3 years experience = 0 points Minimum 3 years experience = 2.5 points 4 to 5 years experience = 5 points 6 to 8 years experience = 7.5 points Over 9 years experience = 10 points Proposed Instructor 2: Less than 3 years experience = 0 points Minimum 3 years experience = 2.5 points 4 to 5 years experience = 5 points 6 to 8 years experience = 7.5 points Over 9 years experience = 7.5 points Over 9 years experience = 7.5 points Over 9 years experience = 10 points Proposed Instructor 3: Less than 3 years experience = 0 points Minimum 3 years experience = 2.5 points Over 9 years experience = 5 points 4 to 5 years experience = 7.5 points Over 9 years experience = 7.5 points Over 9 years experience = 7.5 points Over 9 years experience = 5 points 4 to 5 years experience = 10 points Proposed Instructor 4: Less than 3 years experience = 0 points Minimum 3 years experience = 2.5 points 6 to 8 years experience = 10 points Proposed Instructor 4: Less than 3 years experience = 2.5 points 6 to 5 years experience = 5 points 0 ver 9 years experience = 7.5 points Over 9 years experience = 10 points 4 to 5 years experience = 5 points 6 to 8 years experience = 7.5 points Over 9 years experience = 7.5 points Over 9 years experience = 10 points 	vailable	40 Points
		RT6 - Total Maximum Points A	vailable:	10 Dainta
		RT6 - Minimum points require		
		RT6 - Minimum points require RT6 - Tota	d (25%):	10 Points
RT7: W	orking at Heights – Refresher training	RT6 - Tota	d (25%):	
RT7: W	orking at Heights – Refresher training Description	RT6 - Tota	d (25%):	

File No. - N° du dossier DAS13-10077587

CCC No./N° CCC - FMS No./N° VME

	Experience timeframe(s) (from- to dates month/year).	 b) If one (1) English and one (1) French with one (1) English and one (1) French back-up instructors proposed: <u>Proposed Instructor 1</u>: Less than 3 years experience = 0 points Minimum 3 years experience = 2.5 points 4 to 5 years experience = 5 points 6 to 8 years experience = 7.5 points Over 9 years experience = 10 points <u>Proposed Instructor 2</u>: Less than 3 years experience = 0 points Minimum 3 years experience = 2.5 points Over 9 years experience = 5 points Minimum 3 years experience = 2.5 points 4 to 5 years experience = 5 points 6 to 8 years experience = 7.5 points Over 9 years experience = 10 points Proposed Instructor 3: Less than 3 years experience = 0 points Minimum 3 years experience = 2.5 points Over 9 years experience = 5 points 4 to 5 years experience = 5 points 6 to 8 years experience = 10 points Proposed Instructor 3: Less than 3 years experience = 2.5 points Over 9 years experience = 5 points Over 9 years experience = 2.5 points Over 9 years experience = 10 points 		
		(Max. 40 points)		
		RT7 - Total Maximum Points A	vailable:	40 Points
	RT7 - Minimum points required (25%):		10 Points	
	RT7 - Total Score:			
RT8: C	Canadian Federal Government Departn	nent experience		
Item	Description	Scoring Methodology	Points	Cross Reference to Proposal
RT8	 The Bidder should demonstrate that each proposed instructor under MT1 has delivered a minimum of 20 training sessions within the last 8 years to classroom participants within a Canadian Federal Government Department, Agency or Crown Corporation. At a minimum, the Bidder should provide the following in order to demonstrate each proposed instructor's experience: Name and contact of organization where the resource 	Points will will be awarded depending on the number of resources proposed by the Bidder, as follows: a) If two (2) bilingual instructors proposed: <u>Proposed Instructor 1</u> : Delivered less than 20 sessions = 0 points Delivered 20 to 25 sessions = 5 points Delivered 26 to 30 sessions = 10 points Delivered 31 to 35 sessions = 15 points Delivered more than 35 sessions = 20 points <u>Proposed Instructor 2</u> : Delivered less than 20 sessions = 0 points Delivered 20 to 25 sessions = 5 points Delivered 20 to 25 sessions = 5 points Delivered 20 to 25 sessions = 10 points	/40	

File No. - N° du dossier

DAS13-10077587

CCC No./N° CCC - FMS No./N° VME

		RT8 - Total S	Score:
		RT8 - Minimum points required (25%): 10 Points
		RT8 - Total Maximum Points Avai	lable: 40 Points
		(Max. 40 points)	
		Proposed Instructor 4: Delivered less than 20 sessions = 0 points Delivered 20 to 25 sessions = 2.5 points Delivered 26 to 30 sessions = 5 points Delivered 31 to 35 sessions = 7.5 points Delivered more than 35 sessions = 10 points	
		Proposed Instructor 3: Delivered less than 20 sessions = 0 points Delivered 20 to 25 sessions = 2.5 points Delivered 26 to 30 sessions = 5 points Delivered 31 to 35 sessions = 7.5 points Delivered more than 35 sessions = 10 points	
		<u>Proposed Instructor 2</u> : Delivered less than 20 sessions = 0 points Delivered 20 to 25 sessions = 2.5 points Delivered 26 to 30 sessions = 5 points Delivered 31 to 35 sessions = 7.5 points Delivered more than 35 sessions = 10 points	
		Proposed Instructor 1: Delivered less than 20 sessions = 0 points Delivered 20 to 25 sessions = 2.5 points Delivered 26 to 30 sessions = 5 points Delivered 31 to 35 sessions = 7.5 points Delivered more than 35 sessions = 10 points	
•	responsibilities; and The delivery dates (from-to dates in month/year).	 b) If one (1) English and one (1) French with one (1) English and one (1) French back-up instructors proposed: 	
•	Description of the training session including the course title; proposed instructor's roles and	Delivered more than 35 sessions = 20 points (Max. 40 points)	

RT1 to RT8 - Total Maximum Points Available:	320 Points
RT1 to RT8 - Minimum points required (25%):	80 Points
Total Score (RT1 to RT8):	

7. Socio-Economic Technical Criteria

Bidders can achieve a maximum aggregate score of 5 points for the socio-economic criteria below. Canada requests that the Bidder provide the relevant information in response to the criteria.

Definition of Indigenous Business

To qualify for evaluation points for the socio-economic criteria, an Indigenous Business is defined as a sole proprietorship, limited company, cooperative, partnership, not-for-profit organization, or a joint venture*, that is either registered on the

Amd. No. - N° de la modif.

Client Ref. No. - N° de réf. du client 10077587

File No. - N° du dossier DAS13-10077587

Indigenous Business Directory (IBD), listed on the Modern Treaty or Comprehensive Land Claim Agreement Business Directory (MTBD), or is an Elder, band council or tribal council in Canada.

*An Indigenous joint venture is consisting of 2 or more Indigenous Businesses or an Indigenous Business and a non-Indigenous business, provided that the Indigenous Business or Businesses have at least 51% ownership and control of the joint venture.

SOCIO-ECONOMIC TECHNICAL CRITERIA				
Number	Description	Scoring Methodology	Points	Cross Reference to Proposal
SET1	 The Bidder, at solicitation closing date and time, is an Indigenous Business as defined herein. The legal name of the Bidder must match the information identified on the Indigenous Business Directory (IBD), the Modern Treaty or Comprehensive Land Claim Agreement Business Directory (MTBD) or the documentation provided. The Bidder bears the exclusive responsibility of providing Canada with accurate information, facilitating the evaluators' ability to retrieve the information within the IBD or MTBD. In the case of Elders, band and tribal councils, the Bidder is requested to include supporting documentation validating their status alongside their bid. Failing to submit supporting information will result in the bid not receiving any points for this criterion. Canada reserves the right to verify the accuracy of the information provided. 	 5 points The Bidder is registered on the IBD or listed on MTBD, or has provided accurate documentation of being an Elder, band council or tribal council, at solicitation closing date and time. 0 points The Bidder is not registered on the IBD or listed on the MTBD, or has not provided accurate documentation of being an Elder, band council or tribal council, at solicitation closing date and time. 	/5	
		SET1 - Total Maximum Point	nts Available:	5 Points
		SET1	- Total Score:	

File No. - N° du dossier DAS13-10077587

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 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 <u>Ineligibility and Suspension Policy</u> (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 <u>Employment and Social Development Canada (ESDC) - Labour's</u> 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.

5.3 Additional Certifications Precedent to Contract Award

5.3.1 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,

Amd. No. - N° de la modif.

Client Ref. No. - N° de réf. du client 10077587

File No. - N° du dossier DAS13-10077587

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.

5.3.2 Education and Experience

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

File No. - N° du dossier

DAS13-10077587

CCC No./N° CCC - FMS No./N° VME

PART 6 - OTHER REQUIREMENTS

6.1 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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.

7.1.1 Task Authorization

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

A. Task Authorization Process

- 1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization Form in Annex D.
- 2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
- The Contractor must provide the Project Authority, within 5 calendar days of its receipt, the proposed total
 estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis
 of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

B. TA Authority and Limit

- 1. The Project Authority may authorize individual task authorizations up to a limit of \$(to be inserted at contract award), Applicable Taxes included, inclusive of any revisions.
- 2. Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and Contracting Authority before issuance.

C. Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

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

"Minimum Contract Value" means a fixed amount of \$5,000.00.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

File No. - N° du dossier DAS13-10077587

- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

D. Periodic Usage Reports - Contracts with TAs

1. The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

2. Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition</u> <u>Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-andconditions-manual) issued by Public Works and Government Services Canada. Amd. No. - N° de la modif.

Client Ref. No. - N° de réf. du client 10077587

File No. - N° du dossier DAS13-10077587

7.2.1 General Conditions

2035 (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: (to be added at contract award).

7.5 Term of Contract

7.5.1 Period of the Contract

The Work is to be performed during the period of _____ to ____. (to be completed at contract award)

7.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 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 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:	Stéphane Beaudry
Title:	Procurement Specialist
	Public Services and Procurement Canada
	Departmental Acquisitions Services Directorate (DASD)
	Contracting and Procurement Services Division
Address:	11 Laurier Street, 14th floor
	Gatineau, Quebec

Telephone: 613-292-5625 E-mail address: <u>stephane.beaudry@tpsgc-pwgsc.gc.ca</u>

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.

7.6.2 Project Authority

The Project Authority for the Contract is: (to be completed at contract award)

Name: Title:

Amd. No. - Nº de la modif.

File No. - N° du dossier DAS13-10077587

Address:

Telephone: 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.

Contractor's Representative 7.6.3

The Contractor's Representative for the Contract is: (to be completed at contract award)

Name: Title: Address:

Telephone: E-mail address:

7.7 Payment

7.7.1 **Basis of Payment**

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- 1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$(to be completed at contract award). Customs duties are included and Applicable Taxes are extra.
- No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has 2. been approved, in writing, by the Contracting Authority.
- 3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - С as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

File No. - N° du dossier DAS13-10077587

4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Method of Payment

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; and
- c. the Work performed has been accepted by Canada.

7.7.4 Electronic Payment of Invoices – Contract

(to be completed at contract award).

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.
- 2. Each invoice must be supported by:
 - a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the monthly progress report.
- 3. Invoices must be distributed as follows:
 - a. The original must be forwarded to the *Project Authority* identified under the section entitled "Authorities" and a copy to *SI Développement / RPS Development (TPSGC/PWGSC)* <u>TPSGC.SIDeveloppement-</u> <u>RPSDevelopment.PWGSC@tpsgc-pwgsc.gc.ca</u> for certification and payment; and
 - b. A copy must be forwarded to the **Contracting Authority** identified under the section entitled "Authorities" of the Contract.

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 (*or insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

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.

Amd. No. - Nº de la modif.

Client Ref. No. - N° de réf. du client 10077587

File No. - N° du dossier DAS13-10077587

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2022-12-01), General Conditions Higher Complexity Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated (to be completed at contract award).

7.12 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

Amd. No. - N° de la modif.

File No. - N° du dossier DAS13-10077587

ANNEX A - STATEMENT OF WORK

1. TITLE

Health and Safety Training

2. SCOPE

The People Planning and Innovation (PPI), Real Property Services (RPS) of Public Services and Procurement Canada (PSPC) has a requirement for a series of job-specific mandatory Health and Safety Training courses. These courses are to be offered (in English and in French) on an "as and when requested" basis to Government of Canada employees in the National Capital Region (NCR).

3. OBJECTIVE

The main objective of these courses is to provide participants with the ability to perform their work activities in the safest manner possible. In addition, these courses will enable participants to recognize and identify specific activity based hazards; determine and assess risks associated with each hazard and then, to apply controls properly mitigate the situation.

4. BACKGROUND

Training is a fundamental component of the Departmental Safety and Health Management Program. The *Canada Labour Code, Part II* and the Treasury Board Occupational Safety and Health Policy require that Public Services and Procurement Canada (PSPC) provides the necessary information, instruction, training and supervision to ensure the safety and health of employees at work. The Real Property Services (RPS) aim at a systematic approach to health and safety training to ensure legislative requirements are met. Training also ensures that specific requirements of construction, operation and maintenance activities are delivered using recognized and approved methods, and is provided in an organized and timely manner.

The PPI or the RPS, in collaboration with the Occupational Health and Safety Directorate (OHSD) of the Human Resources Branch, have been offering these courses in house for the past several years. However, due to operation requirements, the in-house instructors no longer have the capacity to satisfy the demand. The courses were offered by a Contractor. A new contract is now required for the course offerings starting December 1, 2023.

There is urgency for the department to contract for the Health and Safety Training pertaining to construction activities. Delays to offer the training could be injurious to the public interest and present a potential risk that could result in:

- Actual/imminent life-threatening situation;
- Disaster endangering safety of Canadians;
- Disaster resulting in the loss of life;
- Disaster resulting in significant loss/damage to Crown property.

5. ESTIMATED NUMBER OF SESSIONS

The following estimated number of sessions does not constitute a contract guarantee. If a course is more than one day in duration, the course may be delivered over consecutive or non-consecutive days.

5.1 Estimated Number of Sessions per Course for the National Capital Area Region

COURSE TITLE	DURATION	Initial Contract Period 1	Initial Contract Period 1	Option Period 1	Option Period 2	Option Period 3
Working at Heights – Fundamentals of Fall Prevention	1 day (7.5 hrs)	8 English 5 French	8 English 5 French	8 English 5 French	8 English 5 French	8 English 5 French

File No. - N° du dossier DAS13-10077587

| Trenching Awareness | 0.5 day (4 hrs) | 2 English
2 French |
|--------------------------|-----------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Traffic Control in | 1 day (7.5 hrs) | 2 English |
| Construction Work Zones | | 2 French |
| Hoisting and Rigging | 2 days (15 hrs) | 2 English |
| Safety Awareness | | 2 French |
| Propane and Construction | 1 day (7.5 hrs) | 2 English
1 French |
| Lift Truck Operator | 2 days (15 hrs) | 2 English
2 French |
| Working at Heights – | 0.5 day (4 hrs) | 8 English |
| Refresher training | | 5 French |

6. **REQUIREMENTS**

6.1 Scope of Work

The Contractor must deliver the following courses in English and in French, as identified in a resulting Task Authorization, using qualified instructors on an "as and when requested" basis:

- a) Working at Heights;
- b) Trenching Awareness;
- c) Traffic Control in Construction Work Zones;
- d) Hoisting and Rigging Safety Awareness;
- e) Propane in Construction; and
- f) Lift Truck Certification.
- g) Working at heights Refresher training

6.2 Contractor

The Contractor must:

- a) Provide participants' manuals (in the course language) and any relevant material needed as information to the participants (paper copy unless otherwise specified by PSPC);
- b) Deliver courses;
- c) Provide pre-approved backup instructors for both French and English course;
- d) Provide course materials that are translated in both official languages;
- e) Provide all required propane related equipment for the delivery of Propane in Construction training courses;
- f) Provide all required lift truck equipment for the delivery of Lift Truck Operator Certification training courses;
- g) Provide the signed attendance lists and course evaluation forms by email to the Project Authority within 2 calendar days of a course delivery; and
- h) Provide the participants with their wallet size course certificates upon completion of the training and inform the Project Authority of any challenges and issues after the delivery of a course.

6.3 Instructors

For each course delivery, the instructor must:

- a) Deliver courses between 8:00 and 16:00;
- b) Distribute the course materials to each participant;
- c) Distribute attendance list to participants for their signature;
- d) Provide administrative briefing to participants at the beginning of the course, outlining the location of fire exits, washrooms, lunchroom, and the course outline;

File No. - N° du dossier DAS13-10077587

e) Not accept a participant who shows up later than 10 minutes after the start of the course. Each participant must participate at a minimum of 90% of the course in order to benefit from the material covered and be issued a completion certificate.

7. DELIVERABLES AND ACCEPTANCE CRITERIA

- **7.1** The Contractor must deliver the signed attendance forms, by email, to the Project Authority within 2 calendar days of a course delivery;
- **7.2** The Contractor must provide a hard copy of the training material (in English and in French) to the Project Authority for approval.

8. CONSTRAINTS

8.1 Language Requirement

The instructors must be able to teach the courses (read, communicate orally and in writing), in either English or French in order to deliver either the English or French courses, as required. PSPC reserves the right to evaluate the language proficiency of any of the instructors throughout the period of the Contract. Should the evaluation of the instructor determine that the instructor does not meet the language requirement, the Contractor must immediately replace the instructor at no additional cost.

For the purpose of this requirement, an instructor will be considered to speak a language fluently if the instructor can:

- a) Give detailed explanations and descriptions;
- b) Handle hypothetical questions;
- c) Support an opinion, defend a point or view or justify and action; and
- d) Counsel and give advice.

8.2 Scheduling

Upon contract award, the Project Authority and the Contractor will agree to a draft course schedule.

8.3 Training Location

The Contractor must secure training venues within the National Capital Region, ensuring the inclusion of all necessary equipment and maintaining a secure environment.

8.4 Course Training Materials – Jurisdictional Content

- All courses content may be based upon the provincial regulatory requirements of the area where the training is being delivered. However, training materials will include, cite and reference any applicable requirements that are specified by the Canada Labour Code – Part II and the Canada Occupational Health and Safety Regulations for federal employees/workplaces.
- b) All training material must be approved by the People Planning and Innovation (PPI), Real Property Services of PSPC prior to the start of the training sessions.

9. CLIENT SUPPORT

9.1 The Project Authority will:

- a) Act as a liaison between the Contractor and PSPC's Subject Matter Experts;
- b) Work with the Contractor to finalize the course schedule, confirm session dates and instructors availability, and resolve any problems and concerns prior to the first session;
- c) Promote the course;

File No. - N° du dossier DAS13-10077587

- d) Confirm participant registrations;
- e) Register the participants;
- f) Provides the participant list to be distributed at the course in order to obtain participant signatures;
- g) Take any remedial action deemed necessary with respect to a problem participant; and
- h) Set-up a kick-up meeting to discuss the contract and its required tasks.

9.2 For each course, PSPC will:

• <u>Working at Heights – Fundamentals of Fall Prevention:</u>

- Provide an attendance form;
- Provide a course evaluation form;
- Ensure participants come with required Personal Protective Equipment (PPE), photo ID and that they complete the Ontario Ministry of Labour, Immigration, Training and Skills Development <u>Notice of Collection and Use of Personal Information and Consent</u> form.

<u>Trenching Safety Awareness</u>

- o Provide an attendance form;
- Provide a course evaluation form.

• Traffic Control in Construction Work Zones

- o Provide an attendance form;
- Provide a course evaluation form.

Hoisting and Rigging Safety Awareness

- Provide an attendance form;
- Provide a course evaluation form.

• Propane in Construction

- Provide an attendance form;
- Provide a course evaluation form;
- o Ensure participants come with required Personal Protective Equipment (PPE).

Lift Truck Operator Certification

- Provide an attendance form;
- Provide a course evaluation form;
- o Ensure participants come with required Personal Protective Equipment (PPE).

Working at Heights – Refresher training:

- Provide an attendance form;
- o Provide a course evaluation form
- Ensure participants come with required Personal Protective Equipment (PPE), photo ID and that they complete the Ontario Ministry of Labour, Immigration, Training and Skills Development <u>Notice of Collection and Use of Personal Information and Consent</u> form.
- **9.3** If a change or modification is requested by PSPC to the course documentation, PSPC will cover the costs associated with the translation.
- **9.4** PSPC reserves the right to monitor any course throughout the contract.
- **9.5** The length of each course session should be as follows:

COURSE TITLE	DURATION
Working at Heights – Fundamentals of Fall Prevention	1 day (7.5 hours)
Trenching Awareness	0.5 day (4 hours)
Traffic Control in Construction Work Zones	1 day (7.5 hours)

Amd. No. - N° de la modif.

Client Ref. No. - N° de réf. du client 10077587

File No. - N° du dossier DAS13-10077587

Hoisting and Rigging Safety Awareness	2 days (15 hours)
Propane and Construction	1 day (7.5 hours)
Lift Truck Operator	2 days (15 hours)
Working at Heights – Refresher training	0.5 day (4 hours)

10. TRAVEL AND LIVING

- **10.1** There are no travel and living requirements.
- **10.2** The Contractor will be responsible to cover any costs associated with parking arrangements.

File No. - N° du dossier DAS13-10077587

ANNEX B - BASIS OF PAYMENT

1. Initial Contract Period 1 & 2 (from Contract award to two years later)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid allinclusive prices, as follows:

Initial Contract Period 1 (from	Contract award to one year later)			
Working at Heights Training Session	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	8	\$0.00
French Session		\$0.00	5	\$0.00
Trenching Awareness	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
Traffic Control in Construction Work Zones	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
Hoisting and Rigging Safety Awareness	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
Propane in Construction	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.00
French Session		\$0.00	1	\$0.00
Lift Truck Certification	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
Working at Heights – Refresher training	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	8	\$0.00
French Session		\$0.00	5	\$0.00

File No. - N° du dossier

DAS13-10077587

CCC No./N° CCC - FMS No./N° VME

Working at Heights Training Session	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	8	\$0.00
French Session		\$0.00	5	\$0.00
Trenching Awareness	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.0
French Session		\$0.00	2	\$0.0
Traffic Control in Construction Work Zones	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.0
French Session		\$0.00	2	\$0.0
Hoisting and Rigging Safety Awareness	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.0
French Session		\$0.00	2	\$0.0
Propane in Construction	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.0
French Session		\$0.00	1	\$0.0
Lift Truck Certification	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.0
French Session		\$0.00	2	\$0.0
Working at Heights – Refresher training	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	8	\$0.0
French Session		\$0.00	5	\$0.0

Total Estimated Cost of Professional Fees (Applicable taxes not included):

(to be inserted at contract award)

2. Option to Extend the Terms of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

File No. - N° du dossier DAS13-10077587

Option Period 1 (from end of I	nitial Contract Period 2 to one year la	ater)		
Working at Heights Training Session	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	8	\$0.00
French Session		\$0.00	5	\$0.00
Trenching Awareness	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
Traffic Control in Construction Work Zones	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
Hoisting and Rigging Safety Awareness	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
Propane in Construction	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.00
French Session		\$0.00	1	\$0.00
Lift Truck Certification	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
Working at Heights – Refresher training	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	8	\$0.00
French Session		\$0.00	5	\$0.00

Option Period 2 (from end of	the Option Period 1 to one year later)			
Working at Heights Training Session	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	8	\$0.00
French Session		\$0.00	5	\$0.00

CCC No./N° CCC - FMS No./N° VME

Client Ref. No N° de réf. du client	
10077587	

File No. - N° du dossier DAS13-10077587

Trenching Awareness	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
Traffic Control in Construction Work Zones	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
Hoisting and Rigging Safety Awareness	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
Propane in Construction	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.00
French Session		\$0.00	1	\$0.00
Lift Truck Certification	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
Working at Heights – Refresher training	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	8	\$0.00
French Session		\$0.00	5	\$0.00

Option Period 3 (from end of t	he Option Period 2 to one year later)			
Working at Heights Training Session	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	8	\$0.00
French Session		\$0.00	5	\$0.00
Trenching Awareness	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
Traffic Control in Construction Work Zones	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.00

File No. - N° du dossier DAS13-10077587

CCC No./N° CCC - FMS No./N° VME

French Session		\$0.00	2	\$0.00
Hoisting and Rigging Safety Awareness	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
Propane in Construction	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.00
French Session		\$0.00	1	\$0.00
Lift Truck Certification	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	2	\$0.00
French Session		\$0.00	2	\$0.00
Working at Heights – Refresher training	Instructors	All-inclusive Firm Price (CDN\$)	Estimated Training Sessions	Total (CDN\$) Taxes excluded
English Session		\$0.00	8	\$0.00
French Session		\$0.00	5	\$0.00

Amd. No. - N° de la modif.

Client Ref. No. - N° de réf. du client 10077587

File No. - N° du dossier DAS13-10077587

ANNEX C - INSURANCE REQUIREMENTS

- 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:
 - 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)
 - 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.
 - 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.
 - I) 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) All Risks Tenants Legal Liability to protect the Contractor for liabilities arising out of its occupancy of leased premises.

Solicitation No. - N° de l'invitation 10077587/A

Client Ref. No. - N° de réf. du client 10077587

Amd. No. - N° de la modif.

File No. - N° du dossier DAS13-10077587

ANNEX D - TASK AUTHORIZATION FORM

Public Works and Govern Services Canada	ment Travaux publics et Servic gouvernementaux Canad		Annex D Annexe
	Authorization		Contract Number - Numéro du contrat
Contractor's Name and Address - No		Task Authorization (TA) No N° de l'autorisation de tâche (AT)
		Title of the task, if a	pplicable - Titre de la tâche, s'il y a lieu
			t of Task (Applicable taxes extra) de la tâche (Taxes applicables en sus)
	tte tâche comprend des exigence YES, refer to the Security Requir	rements Checklist (SR	
For Revision only - Aux fin	s de révision seulement		
TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a li	eu taxes extra) before	e the revision f de la tâche (Taxes	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
Start of the Work for a TA : until a TA has been authorize conditions of the contract.	Work cannot commence	peuvent pas	vaux pour l'AT: Les travaux ne commencer avant que l'AT soit prmémentau contrat.
1. Required Work: - Trava	ux requis :		
A.Task Description of the Work rec	quired - Description de tâche de	es travaux requis	See Attached - Ci-joint
B. Basis of Payment - Base de pair B. Basis de pair B.	ement		See Attached - Ci-joint
C. Cost of Task - Coût de la tâche			See Attached - Ci-joint
D. Method of Payment - Méthode o	de paiement		See Attached - Ci-joint

PWGSC - TPSGC 572 (2014-04)

Solicitation No. - N° de l'invitation 10077587/A

Client Ref. No. - N° de réf. du client 10077587

CCC No./N° CCC - FMS No./N° VME

File No. - N° du dossier DAS13-10077587

Annex	D
Annexe	

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)		
By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.	En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.	
The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.	La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGO pour autorisation.	
Name and title of authorized client - Nor	n et titre du client autorisé à signer	
Signature	Date	
PWGSC Contracting Authority - Au	torité contractante de TPSGC	
Signature	Date	
3. Contractor's Signature - Signature de l'entrepre	neur	
Name and title of individual authori Nom et titre de la personne autorisée à		
Signature	Date	