

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Title - Sujet BUSINESS ACUMEN COURSE	
Solicitation No. - N° de l'invitation W847L-120050/A	Date 2012-02-23
Client Reference No. - N° de référence du client W847L-120050	
GETS Reference No. - N° de référence de SEAG PW-\$\$ZH-115-23765	
File No. - N° de dossier 115zh.W847L-120050	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-03-15	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Palmer, Heather	Buyer Id - Id de l'acheteur 115zh
Telephone No. - N° de téléphone (819) 956-6176 ()	FAX No. - N° de FAX (819) 997-2229
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Training and Specialized Services Division/Division de la
formation et des services spécialisés
11 Laurier St. / 11, rue Laurier
10C1, Place du Portage
Gatineau, Québec K1A 0S5

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

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PART 1 - GENERAL INFORMATION

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, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security and Insurance 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 List of Suppliers, Confidentiality Agreement, Pricing Schedule, Technical Criteria and Certifications Precedent to Contract Award.

The Annexes include the Statement of Work, Basis of Payment, Insurance Requirements, DND 626, Task Authorization Form, and Sample MS Office Excel Spreadsheet for Periodic Usage Reports - Contracts with Tas.

The list of suppliers being invited to bid on this bid solicitation is provided as Attachment 1 to Part 1. This list will not be updated if additional suppliers request copies of the bid solicitation.

2. Summary

The Department of National Defense (DND) has the requirement for Training Services-specifically course delivery and development of a Business Acumen course based on the provided course materials developed by the Defence Materiel Organisation of Australia (DMO) and adapted to the Canadian and Department of National Defence (DND) context.

The Contractor's resources must provide services in English.

The period of the contract will be from Contract award, or April 1, 2012, whichever is later to March 31, 2015.

There will be no travel required to fulfill this requirement.

3. Debriefings

Solicitation No. - N° de l'invitation

W847L-120050/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

115zh

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W847L-120050

115zhW847L-120050

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

ATTACHMENT 1 to PART 1 LIST OF SUPPLIERS

Eligible Bidders under this Bid Solicitation

This Bid Solicitation is issued against the Learning Services Supply Arrangement, PWGSC File No. E60ZH-070003 all terms and conditions of the Learning Services SA apply and shall be incorporated into any resulting contract.

The requirement described herein is open only to PWGSC Learning Services SA Suppliers.

Eligible Suppliers:

- Modis Canada and XIA Systems, in joint venture
- Atlantis Systems Corporation
- Bluedrop Performance Learning
- Calian Ltd, and dominKnow Learning Systems, in joint venture
- Corporate Communications Interactive
- Friesen, Kaye and Associates, KLA Visual Productions, and Real Decoys Ltd, in joint venture
- GevcInteractive
- IBM Canada Ltd
- Olivus Inc.
- Pensivo Inc.
- Prospero Learning Solutions
- Technologies for Learning Group
- The VCAN Group, D.J. Multimedia Inc, in joint venture

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2011-05-16), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification:

subsection 1. (a) and (b) of Section 12, Rejection of Bid, must be replaced with the following:

1. Canada may reject a bid where any of the following circumstances is present:

- (a) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
- (b) an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) calendar days

1.1 SACC Manual Clauses

A7035T (2007-05-25), List of Proposed Subcontractors

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. Bids transmitted to PWGSC by electronic mail will not be accepted.

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

2.1 Confidential Information for Bidding

In order to prepare a bid in response to the bid solicitation, suppliers must have access to information that is confidential or proprietary to Canada or a third party. It is a condition of the bid solicitation that bidders sign a Confidentiality Agreement substantially in the form set out in Attachment 1 to Part 2, Confidentiality Agreement, before the information is provided to them.

3. 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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

5. Basis for Canada's Ownership of Intellectual Property

The Department of National Defense has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

ATTACHMENT 1 to PART 2 CONFIDENTIALITY AGREEMENT

Suppliers must submit a signed confidentiality agreement, substantially in the form set out below, before being given access to the course content, as it contains information that is confidential or proprietary to Canada or a third party.

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED
BY THE MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES

The description of the requirement of bid solicitation No. _____ contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

Insert Supplier's legal name: _____ (the Supplier) agrees that:

- (a) it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
- (b) it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above;
- (c) at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.

The Supplier must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.

The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.

Nothing in this Confidentiality Agreement should be construed as limiting the Supplier's right to disclose any information to the extent that such information:

- (a) is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor;
- (b) is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information;
- (c) is independently developed by the Supplier; or
- (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

Supplier's legal name

Signed by its authorized representative

Date

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (4 hard copies);
Section II: Financial Bid (1 hard copy); and
Section III: Certifications (1 hard copy).

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, bidders are encouraged to :

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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.

Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, as applicable.
- 1.2 Bidders must submit their: prices and rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded.

- 1.3 When preparing their financial bid, bidders should review the basis of payment in Annex "B" and clause 1.2, Financial Evaluation, of Part 4.
- 1.4 The prices and rates included in the pricing schedule detailed in Attachment 1 to Part 3 exclude travel and living expenses: the total estimated cost of all travel and living expenses that may need to be incurred for Work described in Part 7, Resulting Contract Clauses, of the bid solicitation required to be performed outside the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: <http://laws.justice.gc.ca/eng/acts/N-4/>
- 1.5 Bidders should include the following information in their financial bid:
- I. Their legal name;
 - II. Their Procurement Business Number (PBN); and
 - III. The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - IV. their bid; and
 - V. any contract that may result from their bid.

1.1 SACC Manual Clauses

C3011T(2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

In Section III, Bidders should include the certifications required under Part 5.

ATTACHMENT 1 to PART 3 PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid . As a minimum, the Bidder must respond to this pricing schedule by inserting its financial bid for the initial course work (Pricing Schedule 1), each of the periods specified below its quoted firm all inclusive price per course (Pricing Schedule 2), and its firm all inclusive daily rate for course development (Pricing Schedule 3) (in Cdn \$).

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The prices and rates specified below, when quoted by the Bidder, include the total estimated cost of all travel and living expenses that may need to be incurred for:

- I. work described in Part 7, Resulting Contract Clauses, of the bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: <http://laws.justice.gc.ca/eng/acts/N-4/> ;
- II. travel between the successful bidder's place of business and the NCR; and
- III. the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation."

Pricing Schedule 1: Initial Course Delivery and Development

	Firm Price (CAD\$)
Firm Price for Course Development and Delivery(GST/HST excluded):	\$ _____

Pricing Schedule 2: Optional Course Deliveries

Period	A Firm Price: Optional Course Delivery	B Estimate d Number of optional Course Delliverie s	C Sub-To tal C=A*B (CAD\$)	D Firm Price: Course Material per student	E Estimated Number of students per course	F Sub-To tal F=D*E (CAD\$)	G Total C + F (CAD\$)
April 1, 2013-March 31, 2014	\$	1	\$	\$	25	\$	\$
April 1, 2014-March 31, 2015	\$	1	\$	\$	25	\$	\$
	Evaluated Price (GST/HST excluded): (i.e., sum of: Total Period 1 + Total Period 2) \$ _____						

Pricing Schedule 3: Optional Course Revision

Period	Firm All-Inclusive Per Diem Rate for Course Revision (CAD\$)	Volumetric Data (Estimated in Days)	Total C=A*B (CAD\$)
April 1, 2013-March 31, 2014	\$	30	\$
April 1 2014-March 31, 2015	\$	30	\$
	Evaluated Price (GST/HST excluded): (i.e., sum of: Total Period 1 + Total Period 2) \$ _____		

Summary	
Total Pricing Schedule 1:	\$
Total Pricing Schedule 2:	\$
Total Pricing Schedule 3:	\$
Total Evaluated Price:	\$

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

1.2 Financial Evaluation

- 1.2.1 The volumetric data included in the pricing schedule detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.
- 1.2.2 For bid evaluation and contractor(s) 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.

2. Basis of Selection

2.1 Basis of Selection - Lowest Evaluated Price

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive.

The responsive bid with the lowest evaluated price will be recommended for award of a contract.

ATTACHMENT 1 to PART 4 TECHNICAL CRITERIA

1.1.1 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)-Intermediate Instructor		
The bidder must propose one instructor that meets the following criteria:		
Number	Mandatory Technical Criterion	Bid Submission
MT1	<p>Must have a combination of ten (10) years experience working in acquisitions management, developing bidding strategies, and conducting contract negotiations in the defence industry for defence equipment.</p> <p>Defence equipment: Weapon systems that can be used directly by the Forces to carry out battlefield missions. Defence equipment has an expected useful life of a minimum two or more years; is not intended for sale in the ordinary course of business; does not ordinarily lose its identity or become a component part of another article; and is available for the use of the reporting entity for its intended purpose. Examples include: combat aircraft, pods, combat ships, support ships, satellites, and combat vehicles.</p>	<p>The bidder must provide, as a minimum, the following information:</p> <ol style="list-style-type: none"> 1. Name of client organization to whom the services were provided. 2. Description of the work performed. 3. The period (ie: month/year to month/year) for which the services were delivered.
MT2	<p>Must have a combination of five (5) years experience working on a Canadian Federal Major Program responsible for requirement development, project approval and requirements compliance post contract award.</p> <p>Canadian Federal Major Program: an initiative or activity undertaken by a Canadian federal department to acquire services and/or equipment assets whose value is over \$100M and with a complexity and risk rating of 3 or above as per Treasury Board policy on the Management of Projects.</p>	<p>The bidder must provide, as a minimum, the following information:</p> <ol style="list-style-type: none"> 1. Name of client organization to whom the services were provided. 2. Description of the work performed. 3. The period (ie: month/year to month/year) for which the services were delivered.
MT3	<p>A total of 5 years experience in delivering classroom presentations and administering exercises and case studies of similar Courses;</p>	<p>The bidder must provide, as a minimum, the following information:</p> <ol style="list-style-type: none"> 1. Name of client organization to whom the services were provided.

		2. Description of the work performed. 3. The period (ie: month/year to month/year) for which the services were delivered.
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Mandatory Technical Criteria (MT)-Senior Instructional Designer

The bidder must demonstrate that each proposed resource meets the minimum qualifications:

SENIOR INSTRUCTIONAL DESIGNER

The bidder must propose a minimum of one Senior Instructional Designers that meets the one (1) of the following three (3) scenarios:

Scenario 1:

No.	Description of Criteria	Bid Submission
MT1	Must have a graduate university degree with a Major in one of the following fields: Education, Adult Learning, Distance Learning, or eLearning.	A copy of the University degree, College diploma or certificate, as it applies should be provided, for each facilitator. University degree and College Diploma must be from a recognized Canadian university or college, as applicable, or approved by a recognized Canadian academic credentials assessment service, if obtained outside Canada. The list of recognized organizations that can provide an academic credentials assessment service can be found at http://www.cicic.ca/
MT2	Must have a minimum of five (5) years experience in instructional design.	The bidder must provide, as a minimum, the following information: 1. Name of client organization to whom the services were provided. 2. Description of the work performed. 3. The period (ie: month/year to month/year) for which the services were delivered.

OR

Scenario 2:

No.	Description of Criteria	Bid Submission
MT1	Must have an undergraduate university degree with a Major in one of the following fields: Education, Adult Learning, Distance Learning, or eLearning.	<p>A copy of the University degree, College diploma or certificate, as it applies should be provided, for each facilitator.</p> <p>University degree and College Diploma must be from a recognized Canadian university or college, as applicable, or approved by a recognized Canadian academic credentials assessment service, if obtained outside Canada.</p> <p>The list of recognized organizations that can provide an academic credentials assessment service can be found at http://www.cicic.ca/</p>
MT2	Must have a minimum of seven (7) years experience in instructional design;	<p>The bidder must provide, as a minimum, the following information:</p> <ol style="list-style-type: none"> 1. Name of client organization to whom the services were provided. 2. Description of the work performed. 3. The period (ie: month/year to month/year) for which the services were delivered.

OR**Scenario 3:**

No.	Description of Criteria	Bid Submission
MT1	Must have a college diploma (in any field) or university degree (in any field).	<p>A copy of the University degree, College diploma or certificate, as it applies should be provided, for each facilitator.</p> <p>University degree and College Diploma must be from a recognized Canadian university or college, as applicable, or approved by a recognized Canadian academic credentials assessment service, if obtained outside Canada.</p> <p>The list of recognized organizations that can provide an academic credentials assessment service can be found at http://www.cicic.ca/</p>
MT2	Must have a minimum of nine (9) years experience in instructional design.	<p>The bidder must provide, as a minimum, the following information:</p> <ol style="list-style-type: none"> 1. Name of client organization to whom the services were provided. 2. Description of the work performed. 3. The period (ie: month/year to month/year) for which the services were delivered.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested. Bidders should provide the required certifications in Section III of their bid.

Compliance with the certifications bidders provide to Canada is 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 verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award

The certifications included in Attachment 1 to Part 5, Certifications Precedent to Contract Award, should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, 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.

ATTACHMENT 1 to PART 5 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

1.1 Federal Contractors Program

1.1.1 Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP or, if the Bidder is a joint venture and if any of the members of the joint venture is subject to the FCP, evidence of the commitment made by the Bidder or by each member of the joint venture who is subject to the FCP must be provided by the Bidder before the award of any contract resulting from the bid solicitation.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either, as a result of a finding of non-compliance by HRSDC, or, following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. The Bidder or, if the Bidder is a joint venture, any of the members of the joint venture who does not fall within the exceptions enumerated in 3.a or b below or does not have a valid certificate number confirming its adherence to the FCP must fax (819-953- 8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder or, if the Bidder is a joint venture, the member of the joint venture certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a. () is not subject to the FCP, having a workforce of less than 100 permanent full-time, permanent part-time and/or temporary employees having worked 12 weeks or more in Canada;
- b. () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c. () is subject to the requirements of the FCP, having a workforce of 100 or more permanent full-time, permanent part-time and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d. () is subject to the FCP, has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

1.2 Former Public Servants Certification

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above ? **YES () NO ()**

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

1.3 Status and Availability of Resources

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

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

1.4 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.

Solicitation No. - N° de l'invitation

W847L-120050/A

Amd. No. - N° de la modif.

File No. - N° du dossier

115zhW847L-120050

Buyer ID - Id de l'acheteur

115zh

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

W847L-120050

CCC No./N° CCC - FMS No/ N° VME

PART 6 - INSURANCE REQUIREMENTS

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-Commercial General Liability.

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.

1. Statement of Work

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

1.1 Optional Services

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

1.2 Task Authorization

1.2.1 Work described at Annex A, Statement of Work section 6.3 Optional Course Delivery and Development will be performed under the Contract on an "as and when requested basis".

1.2.2 With respect to the Work mentioned under paragraph 1.2.1 of this clause,

- 1.2.2 a) an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
- 1.2.2 b) the TA Authority and limit will be determined in accordance with paragraph 1.2.3 of this clause;
- 1.2.2 c) the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
- 1.2.2 d) the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A, and
- 1.2.2 e) The TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex E DND 626, Task Authorization Form. An authorized TA is a completed Annex E signed by the TA Authority.

1.2.3 TA Authority and Limit

- 1.2.3 a) The Project Authority may authorize individual TAs inclusive of any revisions up to a limit of \$25,000.00 GST or HST extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor."
- 1.2.3 b) The authority specified under paragraph 1.2.3 a) of this clause is granted subject to the sum specified in the Contract under clause 6.2, Limitation of Expenditure - Cumulative Total of all authorized TAs, not being exceeded.

1.2.4 Administration of the TA Process - Department of National Defence

The administration of the TA process will be carried out by _____ (To be filled out at contract award). This process includes: monitoring, controlling and reporting on expenditures of the Contract to the Contracting Authority.

1.2.5 TA Process

1.2.5.1 For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex E, DND 626, Task Authorization Form, containing as a minimum:

1. the task or revised task description of the Work required, including:
 - I. the details of the activities or revised activities to be performed;
 - II. a description of the deliverables or revised deliverables to be submitted; and
 - III. a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
2. the Contract security requirements applicable to the task or revised task;
3. the Contract basis of payment applicable to the task or revised task; and
4. the Contract method of payment applicable to the task or revised task.

1.2.5.2 Within 15 calendar days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:

1. the total estimated cost proposed for performing the task or, as applicable, revised task;
2. a breakdown of that cost in accordance with Annex B, and;
3. for each resource proposed by the Contractor for the performance of the Work required:
 - I. the name of the proposed resource;
 - II. the resume of the proposed resource; and
 - III. a demonstration that the proposed resource meets the Contract security requirements (1.2.5.1.2 above);

1.2.5.3 TA Authorization

- a The TA Authority will authorize the TA based on:
 - i. the request submitted to the Contractor pursuant to paragraph 1.2.5.1 above;
 - ii. the Contractor's response received, submitted pursuant to paragraph 1.2.5.2 above; and
 - iii. the agreed total estimated cost for performing the task or, as applicable, revised task.
- b The TA Authority will authorize the TA provided each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified under paragraph 1.2.5.2.3 above.
- c The authorized TA will be issued to the Contractor by email (as an email attachment in PDF format).

1.2.6 Periodic Usage Reports - Contracts with TAs

1.2.6.1 The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.

1.2.6.2 No later than 15 calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (such as MSOffice Excel), the data elements specified in paragraphs 1.2.8.3 and 1.2.8.4 below in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.

The reporting 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.

A sample MSOffice spreadsheet containing the data elements contained in paragraphs 1.2.6.3 and 1.2.6.4 is provided in Annex F. These samples can be requested from the Contracting Authority.

1.2.6.3 For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- the TA number appearing on the TA form;
- the date the task was authorized appearing on the TA form;
- the total estimated cost of the task (GST/HSTextra) before any revisions appearing on the TA form;
- the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc:
 - I. the TA revision number;
 - II. the date the revision to the task was authorized;
 - III. the authorized increase or decrease (GST/HSTextra);
 - IV. the total estimated cost of the task (GST/HST extra) after authorization of the revision;
- the total cost incurred for the task (as last revised, as applicable), GST/HST extra;
- the total cost incurred and invoiced for the task (as last revised, as applicable), GST/HST extra;
- the GST/HST total amount invoiced;
- the total amount paid, GST/HST included;
- the start and completion date of the task (as last revised, as applicable); and
- the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).

1.2.6.4 For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- the sum (GST/HSTextra) specified in clause 6.2 Limitation of Expenditure - Cumulative Total of all Authorized Tas of the Contract as last amended;
- the total cost incurred for all authorized tasks inclusive of any revisions, GST/HST extra;

- the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, GST/HST extra;
- the GST/HST total amount invoiced for all authorized tasks inclusive of any revisions; and
- the total amount paid for all authorized tasks inclusive of any revisions, GST/HST extra.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2011-05-16), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

The period of the Contract is from date of Contract award, or April 1, 2012, whichever is later to March 31, 2015 inclusive.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Heather Palmer
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Place du Portage, Phase III, 11C1
11 Laurier St
Gatineau, Quebec
K1A 0S5
Telephone: 819-956-6176
Facsimile: 819-997-2229
E-mail address: heather.palmer@tpsgc-pwgsc.gc.ca

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

4.2 Project Authority

The Project Authority for the Contract is:

To be identified at time of contract award

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.

4.3 Contractor's Representative

- I. The Contractor has identified the following individual as its representative for administrative matters relating to the Contract.

To be identified at time of contract award

- II. The Contractor has identified the following individual as its representative for technical matters relating to the Contract.

To be identified at time of contract award

5. Payment

5.1 Basis of Payment

5.1.1 Firm Lot Price

5.1.1.1 Initial Course Development and Delivery

For the Work described in section **6.1** and **6.2**, of the Statement of Work in Annex A.

- a. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$_____. Customs duty are **included** and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- b. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

5.1.2 Basis of Payment - TA subject to a Limitation of Expenditure

1. When the basis of payment specified in a TA authorized and issued under the Contract is limitation of expenditure, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in B, to the limitation of expenditure specified in the authorized TA.
2. Canada's total liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
3. No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work specified in the

authorized TA will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the TA Authority before their incorporation into the Work specified in the authorized TA. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written authorization of the TA Authority. The Contractor must notify the TA Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the final delivery date specified in the authorized TA, or
- (c) as soon as the Contractor considers that the authorized TA funds are inadequate for the completion of the Work specified in the authorized TA,

whichever comes first.

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

5.2. Limitation of Expenditure - Portion of the Work - Cumulative Total of all Authorized TAs

- 1. With respect to the portion of the Work that is to be performed under the Contract on an "as and when requested basis", Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$ 0.00. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

- 2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has 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
- (c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required and requested in all authorized TAs, inclusive of any revisions, the applicable basis of payment of which is limitation of expenditure (contract clause 6.1, TA subject to a Limitation of Expenditure),

whichever comes first.

- 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.

5.3 Methods of Payment

5.3.1 Method of Payment - Firm Lot Price

- I. For the Work described in Article 7.0 of the Statement of Work in Annex A:

- I. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:
- I. an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - II. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
 - III. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.
- b. The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Description or "Deliverable"	Firm Amount
1	Deliverable A: Meeting Minutes and/or record of Decisions Deliverable B: Work Plan	25 % of Firm Lot Price
2	Deliverable E: Draft Copy of revised/amended Course Package Deliverable F: Draft Course Training Plan Deliverable C: Guest Speakers	25 % of Firm Lot Price
3	Deliverable D: Progress Reporting Deliverable G: Course Delivery Deliverable H: Final Course Materials Deliverable I: Final Copies of revised/amended Course Package Deliverable J: Final Course Training Plan Deliverable K: Post Evaluation Report	50 % of Firm Lot Price

5.3.2 Method of Payment-Single Payment

For the Work described in 6.3 of the Statement of Work in Annex A:

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

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

5.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

C2000C (2007-11-30), Taxes - Foreign-based Contractor

C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor

5.4.1 T1204 Information Reporting by Contractor

- I. Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- II. To enable departments and agencies to comply with this requirement, the Contractor must provide the following information within 30 calendar days following contract award:
 1. the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
 2. the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
 3. the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN;
 4. in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.
- III. The information must be sent to the person and address specified below. If the information includes a SIN, the information should be provided in an envelope marked "PROTECTED".

Name of person_____

Address_____.

6. Invoicing Instructions

- a. 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.
- b. Each invoice must be supported by:
 - 1) a copy of time sheets to support the time claimed (for optional services if applicable);
 - 2) a copy of the monthly progress report
- c. Invoices must be distributed as follows:
 - 1) The original and one (1) copy must be forwarded to the Project Authority for certification and payment; and
 - 2) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- d. In the case of a milestone payment, the Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for progress payment.

6.1 Invoicing Instructions - Progress Payment Claim

- a. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.
- b. Each claim must show:
 - 1) all information required on form PWGSC-TPSGC 1111; and
 - 2) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;

7. Certifications

- 7.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8. Applicable Laws

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

9. 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.

- I. The Articles of Agreement;
- II. The general conditions 2035 (2011-05-16), General Conditions - Higher Complexity - Services;
- III. Annex A Statement of Work;
- IV. Annex B Basis of Payment;
- V. Annex C Insurance Requirements;
- VI. The signed Task Authorizations (including all of its annexes, if any); and
- VII. The Contractor's bid dated _____

10. Defence Contract

SACC Manual clause A9006C (2008-05-12), Defence Contract

11. Foreign Nationals

12.1 SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor); or

12.1 SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

12. Insurance 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

13. SACC Manual Clause

A9062C (2010-01-11), Canadian Forces Site Regulations

ANNEX A STATEMENT OF WORK

A CANADIAN BUSINESS ACUMEN COURSE

1.0 SCOPE

1.1 Objective

To develop and deliver a Business Acumen Course (BAC) based on the provided course materials developed by the Defence Materiel Organisation of Australia (DMO) and be adapted to the Canadian and Department of National Defence (DND) context.

1.2 Background

a. On June 6, 2009, a program designed to enhance business acumen was provided to the Department of National Defense (DND) personnel who work on acquisition and sustainment projects.

b. Building on the success of the pilot course provided by the DMO in the previous year, the intent is to again deliver this course and further develop its potential utility in the Canadian context. For the 2012 edition, the course will be delivered in two sessions to give greater access to ADM(Mat) personnel and include some additional modifications to tailor it to our particular needs and to the Canadian context.

1.3 Estimated Volume

1.3.1 The contractor understands and agrees that the annual estimated number does not constitute a Contract Guarantee.

Period 1-From date of Contract award or April 1, 2012, whichever is later, to March 31, 2013

RESOURCE CATEGORY	LOCATION OF TRAINING	LANGUAGE OF INSTRUCTION	NUMBER OF COURSES DELIVERED
Intermediate Instructor	National Capital Region	English	2

1.3.2 Estimated Volume for each optional delivery

Period 2- April 1, 2013 to March 31, 2014

Period 3- April 1, 2014 to March 31, 2015

RESOURCE CATEGORY	LOCATION OF WORK	LANGUAGE OF WORK	ESTIMATED LEVEL OF EFFORT (DAYS)
Senior Instructional Designer	N/A	English	30

RESOURCE CATEGORY	LOCATION OF TRAINING	LANGUAGE OF INSTRUCTION	NUMBER OF COURSES DELIVERED
Intermediate Instructor	National Capital Region	English	1

2.0 **ABBREVIATIONS AND ACRONYMS**

The following abbreviations and acronyms are used in this Statement of Work:

- DACA – Days After Contract Award
- DACC – Days After Course Completion
- DGMPD – Director General Major Project Delivery
- DMO – Defence Materiel Organisation
- DND – Department of National Defence
- IAW – In Accordance With
- NCR – National Capital Region
- OGD – Other Government Department
- PMO – Project Management Office
- SOMC – Statement of Merit Criteria
- SOW – Statement of Work

3.0 **REFERENCE DOCUMENTS**

3.1 The following documents form part of this SOW to the extent specified herein, and are supportive of the SOW. In the event of conflict between these documents and the contents of the SOW, the contents of the latter must apply.

- a. DMO Business Acumen Course Materials;

4.0 **LANGUAGE REQUIREMENT.**

4.1 The proposed resource(s) must be able to work (read, communicate orally and in writing), in English. Canada reserves the right to evaluate the language proficiency of any of the resources throughout the period of the Contract. Should the evaluation of Contractor resources determine that the resource(s) does not meet the language requirement, the Contractor must immediately replace the resource(s) at no additional cost.

4.2 For the purposes of this requirement, a resource will be considered to speak a language fluently if the resource can:

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

5.0 REQUIREMENT

General.

As part of the initial contract, the Contractor must design and develop a Business Acumen Course based on the Australian Defense Material Organization (DMO) Business Acumen Course. The Contractor must analyze the Australian Defense DMO Business Acumen Course and adapt it to develop, conduct and deliver one walkthrough session and two onsite classroom-training sessions of the Business Acumen Course in accordance with the courseware specifications set out in Appendix 1.

6.0 TASKS

The Contractor must provide the following services:

6.1 Course Design and Development

The Contractor's Senior Instructional designer must:

- a. Produce effective Learning instructional materials building upon the existing Australian DMO Business Acumen Course, including:
 - i. Identifying training/performance requirements and determining sources of Learning materials;
 - ii. Developing style guides;
 - iii. Producing instructional Learning materials;
 - i. Training Documentation (Course Design, Enabling Objective Checks, Performance Objectives, Critic form, etc) developed and/or updated by the Contractor personnel must be presented for review and approval by the PA.
 - iv. Conducting beta testing and formative evaluations of Learning instructional material to ensure compliance with specified standards and client requirements, and revising as required;
 - v. Preparing Instructors for the use / implementation of Learning instructional materials into training programs; and
 - vi. Recording development costs of learning instructional materials.
- b. Prepare Bi-weekly Progress Reports. The progress report must include a summary of the work accomplished to date. The progress report must include
 - i. Effort expended thus far, and estimated effort remaining in course preparation
 - ii. The preparation of Presentations and Exercise
 - iii. Arrangements for Facilities, and availability of Course Equipment and Materials;
 - iv. Other Significant events and situation; and the preparation of Course Documentation (after Course Delivery)
- c. Produce a detailed schedule of activities (work plan) in a format acceptable to the PA showing as a minimum a detailed breakdown of all proposed activities
- d. Produce a draft course training plan. The training plan must include as a minimum:
 - i. Timetables showing the topics to be covered in each period over the span of the course
 - ii. A proposed start date and duration for the course
 - iii. Related summaries of Course content
- e. Provide a full set of study materials required for each course to each participant, including observers.
- f. Provide copies of the course materials, including lectures, presentations, exercises, case studies and tests used.
- g. Make arrangements for external guest speakers and instruct them on Course requirements;

-
- h. Provide management, control and coordination functions for the conduct and administration of the Course, including the preparation of progress reports, (student) course critique(s), and assist the PA in related Course administration.

6.2 Course Delivery.

The contractor must:

- a. Provide instructors to deliver the course, on an 'as and when requested' basis.
- b. Arrange for suitable training facilities and equipment to conduct the Course on a cost reimbursable basis. Specifically:
The training facilities must be located in the central business district in the National Capital Area (NCA). The Contractor must identify potential locations that are to be discussed with the PA, who will approve the location for delivery of the Course. For the purpose of this requirement, central business district is defined as:
 - i. East of Island Park, Merivale (Ottawa) and Chemin de la montagne (Aylmer)
 - ii. West of St-Laurent (Ottawa)
 - iii. North of Hunt Club (Ottawa)
 - iv. South of Boulevard St-Raymond and Boulevard Maloney (Gatineau)
 - Appropriate facilities with a classroom sufficient to accommodate up-to 25 participants per session plus 4 observers
 - Appropriate classroom furnishings and audio/visual presentation equipment must be provided.
 - The classroom must be strictly dedicated to the Course, i.e., it must not be used for any other purpose while the Course is being delivered; and
 - The classroom must be secured when not in use.
- c. Conduct one walkthrough session of the Course with the PA and his selected audience no later than 14 calendar days prior to the formal commencement of the Course. The location of the walkthrough session must be at 105 Hotel de Ville, Gatineau, QC. Timing of the walkthrough session to be mutually agreed;
- d. Deliver two onsite classroom-training sessions of the Course at a contractor-provided and PA-approved facility.

The Course instructor must

- a. Work with the Instructional designer in developing the course as a Subject Matter Expert.
- b. Deliver the Course in accordance with the course Lesson Plan, using appropriate Adult Education techniques;
- c. Facilitate the preparation and completion of a course critique;
- d. Arrive at the classroom at least 30 minutes prior to the scheduled start time of the course delivery
- e. Set-up the classroom prior to the start of the course delivery and return it to its original condition upon completion of the course delivery;
- f. Distribute the course materials to each participant;
- g. Provide administrative briefing to participants at the beginning of the course outlining the location of fire exits, washrooms, lunchroom and the course outline;
- h. Facilitate groups during ice breaking activities, transitions between items on the agendas, invite participants to ask questions and provide feedback, provide problem resolution, summarization of main points and conclusion;

-
- i. Ensure there is interaction between the instructor and participants keep a list of unanswered questions throughout course, find answers during or after the course by asking them to subject matter experts and communicate answers to participants;
 - j. Adjust answers to type of audience;
 - k. Make connections between seemingly disparate fields of study and knowledge and the participant's work reality;
 - l. Emphasize 'real-world' problems, approaches and solutions over academic theory, i.e. engage the audience and use practical examples that relate to the audience's work environment and experience that will be useful and applicable to the participants when back on the job;
 - m. Be available up to 30 minutes at the end of the day to answer questions from participants;
 - n. Record lessons learned from each session in order to improve the course and provide document to Project Authority and provide an electronic copy in MS Word to the Project Authority within ten (10) calendar days of a course delivery.
 - o. Distribute the course evaluation form to participants and gather them at the end of the course;
 - p. Hand out Course Certificates for completion. Each Certificate must have the title of the Course, the participant's name and the date of Course;
 - q. Facilitate the preparation and completion of a class critique; and
 - r. Produce a Post Evaluation Report to summarize the recommended structural, content and assess changes required to enhance course outcomes.

6.3 Optional Course Design and Development.

In addition to the tasks in 6.1 and 6.2 above, for optional work the contractor must:

- a. Provide instructors to deliver the course, on an 'as and when requested' basis.
- b. Update the design and/or content of course as required.

7 DELIVERABLES

Deliverables must be in the form of services provided to the PA in accordance with this SOW and of the products generated thereof. The Contractor will be required to produce and submit the various deliverables as clean, reproducible master copies in both hard and soft copies. The contractor must deliver the following (in Microsoft Office Suite software format version currently in use by DND for soft copies) to the PA:

Deliverable A: Meeting Minutes and/or Record of Decisions for meetings- The Contractor must provide the Project Authority the minutes of any meeting and/or Record of Decisions for meetings within seven (7) calendar days after the meeting. During the initial kick-off meeting the Contractor will designate a single point of contact with the DND Project Authority (PA) and will have the authority to make decisions on all matters with respect to the work under Contract.

Deliverable B: Work-plan- The contractor must provide the PA with a work plan and a detailed schedule of activities, for review and approval no later than 15 calendar days after contract award. The schedule must provide, as a minimum, a detailed breakdown of all proposed activities associated with the Contract.

Deliverable C: Guest Speakers- The Contractor must provide confirmation of the arrangements made with external guest speakers for the Course to the PA for review and approval no later than seven (7) calendar days prior to the first session of the course delivery

The confirmation must contain as a minimum:

- i. A brief biography and credentials of each confirmed external guest speaker;

Deliverable D: Progress Reporting- The Contractor must provide the PA or authorized representative with a bi-weekly progress report that as a minimum details the following:

The progress report must include a summary of the work accomplished to date. The progress report must include:

- i. Effort expended thus far, and estimated effort remaining in course preparation
- ii. The preparation of Presentations and Exercise
- iii. The tailoring of the Course Materials, Exercises and Case Studies;
- iv. Arrangements for Guest Speakers;
- v. Arrangements for selected Facilities, and availability of Course Equipment and Materials;

Deliverable E: Draft copy of the revised/amended "Canadianized" Business Acumen Course Package- The Contractor must provide a draft copy of the package to the PA no later than seven (7) calendar days prior to the walkthrough session.

As a minimum the package must contain:

- i. The Instructor's and Participant's Guides,
- ii. Pre and post-Course Self-Evaluation Forms/Questionnaires,
- iii. Lecture notes,
- iv. Exercises,
- v. Case studies, and
- vi. Course critique form.

Deliverable F: Draft Course Training Plan- The contractor must provide the PA the detailed training plan consisting of the topics to be covered in each period over the span of the Course, including the start date and duration of the course, and related course summaries, no later than seven (7) calendar days prior to the walkthrough session.

Deliverable G: Course Delivery: The contractor must deliver two back-to-back onsite training sessions, with each running continuously on three (3) normal work days.

Deliverable H: Final Course Material- The contractor must provide the following course documentation at the onset of the course:

- i. Three (3) Instructor's Guides;
- ii. Sixty (60) Participant's Guides; and
- iii. Sixty (60) Certificates for completion with each certificate having printed the title of the Course, the participant's name, and the dates of the Course

Deliverable I: Final copies of the revised/amended "Canadianized" Business Acumen Course Package- The Contractor must provide final copies of the course package to the PA for approval the content of which will need to have been approved by the TA. The contractor must provide the package no later than fifteen (15) calendar days after the last session of the Course.

As a minimum the package must contain:

- i. The Instructor's and Participant's Guides,
- ii. Pre and post-Course Self-Evaluation Forms/Questionnaires,
- iii. Lecture notes,
- iv. Exercises,
- v. Case studies,
- vi. Course critique form, and;

Deliverable J: Final Course Training Plan- The contractor must provide the PA the detailed training plan consisting of the topics to be covered in each period over the span of the Course, including the start date and duration of the course, and related course summaries, no later than seven (7) calendar days prior to the first session of the Course.

Deliverable K: Post-Evaluation Report: The contractor must provide the PA with a post-evaluation report within 15 calendar days after Course completion. The report must include as a minimum:

- i. Recommended structural, content and assessment changes required to enhance course outcomes.

8.0 RESOURCE QUALIFICATIONS

The contractor's resource(s) must as a minimum meet the Occupational Minimum Mandatory Qualifications for the respective category as defined in Annex "A" of the Learning Services Supply Arrangement.

OCCUPATIONAL MINIMUM MANDATORY QUALIFICATIONS

A. SENIOR INSTRUCTIONAL DESIGNER

i.

No.	Description of Criteria
MT1	Must have a graduate university degree with a Major in one of the following fields: Education, Adult Learning, Distance Learning, or eLearning.
MT2	Must have a minimum of five (5) years experience in instructional design.

OR

No.	Description of Criteria
MT1	Must have an undergraduate university degree with a Major in one of the following fields: Education, Adult Learning, Distance Learning, or eLearning.
MT2	Must have a minimum of seven (7) years experience in instructional design; and

OR

No.	Description of Criteria
MT1	Must have a college diploma (in any field) or university degree (in any field).
M.2	Must have a minimum of nine (9) years experience in instructional design.

B. INTERMEDIATE INSTRUCTOR

No.	Description of Criteria
MT1	Must have a combination of ten (10) years experience working in acquisitions management, developing bidding strategies, and conducting contract negotiations in the defence industry.
MT2	Must have a combination of five (5) years experience working on a Canadian Federal Major Program responsible for requirement development, project approval and requirements compliance post contract award.
MT3	Must have a total of 5 years experience in delivering classroom presentations and administering exercises and case studies of similar Courses;

9.0 CLIENT SUPPORT

- a. The Project Authority (PA) will assist the Contractor with day-to-day inquiries;
- b. The PA will be available for assistance for Course loading, providing opening remarks and welcoming students, providing feedback on Course critiques, presenting Course certificates and liaising with the TA.
- c. The PA will act as the Primary Point of Contact (POC) throughout the development and conduct of the Course.
- d. Provide the following information, materials, and assistance if available and deemed appropriate by the PA, such as:
 - Consultation with the PA and other Crown Subject Matter Experts (SMEs) as may be arranged by the PA;
 - Access to the DND Intranet to consult information in support of the Course development and pre-Course questionnaire. Use of government office support equipment, office supplies and administrative services (e.g., mail) is authorized on a non-priority basis; and
 - Other information, data and assistance available and requested by the Contractor subject to concurrence by the PA.

10.0 SCHEDULING

10.1 Hours of Services and Holidays

The Course will be scheduled as a normal DND/CF training day 0800-1600, with reasonable allocation for breaks, lunch and personal administration. Any changes to the established hours of delivery require prior approval by the Project Authority.

11.0 LOCATION OF WORK

With the exception of the course delivery, the Contractor must conduct the work at its own facilities.

12.0 MEETINGS

Meetings will be conducted at facilities to be provided by DND or the Contractor, unless otherwise requested by the PA. In the latter case, the meeting must be conducted at the Contractor's facility and the Contractor must provide all facilities, resources, etc required at no additional cost to Canada. In the former case, the Contractor will not be reimbursed for any costs incurred by the Contractor for these meetings including the following:

12.1 Kick-off Meeting

- 1) A Kick-off meeting chaired by the Contracting Authority (CA) will be held with the Contractor, within approximately ten (10) calendar days from the date of Contract award. The kick-off meeting will be held within the National Capital Region. The exact time and location of the kick-off meeting will be provided upon contract award.
- 2) The purpose of the kick-off meeting will be as a minimum to:

- (1) Review the contractual requirements;

- (2) Review and clarify, if required, the respective roles and responsibilities of the Contracting Authority (CA), the Project Authority (PA) and of the Contractor to ensure common understanding; and
 - (3) Discuss the Work Plan.
- 3) The Contractor must prepare and submit the minutes of the meeting within seven (7) calendar days to the Project Authority for concurrence/approval. The minutes of the meeting will provide the names of all attendees, a record of discussions and decisions made. Any required changes will be discussed between the Project Authority and the Contractor.
- 4) The Contracting Authority will distribute the approved minutes to all parties.

12.2 Progress Review Meeting

- 1) A progress review meeting (PRM) may be held at least once per month. The Project Authority's Office will be considered as the prime location for PRM's, however, meetings may be held at other locations as mutually agreed. The purpose of the meeting will be to:
 - (a) Review present and future course requirements;
 - (b) Review the progress made to date; and
 - (c) Discuss, as applicable, problem areas and issues, and how to resolve and or address any problems/issues.
- 2) The Project Authority will be responsible for the coordination of the Progress Review meeting between the Project Authority, the Contracting Authority, and the Contractor.
- 3) The Contractor must develop an agenda in collaboration with the Project Authority. The proposed agenda must be submitted within five (5) calendar days before the review meeting.
- 4) The Contractor must prepare and submit the minutes of the meeting within seven (7) calendar days to the Project Authority for concurrence/approval. The minutes of the meeting will provide the names of all attendees, a record of discussions and decisions made. Any required changes will be discussed between the Project Authority and the Contractor.
- 5) The Project Authority will distribute the approved minutes to all parties.
- 6) Additional Progress Review Meetings (PRM) may be requested at any time by either the Contracting Authority, the Project Authority or the Contractor as and when required to discuss operational, administrative or contractual problems.
 - (a) Agendas for these meetings will vary according to the reason for the meeting and will be made available by the requester of the meeting (to all parties), at least seven (7) calendar days before the meeting;
 - (b) The Project Authority's Office will be considered as the prime location for PRM's, however, meetings may be held at other locations as mutually agreed;
 - (c) The Contractor must develop an agenda in collaboration with the Project Authority and/or Contracting Authority. The proposed agenda must be submitted within fifteen (15) calendar days before the review meeting.

- (d) The Contractor must prepare and submit the minutes of the meeting within seven (7) calendar days to the Project Authority for concurrence/approval. The minutes of the meeting will provide the names of all attendees, a record of discussions and decisions made. Any required changes will be discussed between the Project Authority and the Contractor; and
- (e) The Project Authority will distribute the approved minutes to all parties.

12.3 Urgent Meetings

1. The Project Authority and/or Contracting Authority may call a meeting at any time to resolve urgent matters, and/or resolve any issues or concerns. These meetings will be held within the National Capital Region.
2. The Contractor must prepare and submit the minutes of the meeting within seven (7) calendar days to the Project Authority for concurrence/approval. The minutes of the meeting will provide the names of all attendees, a record of discussions and decisions made. Any required changes will be discussed between the Project Authority and/or Contracting Authority and the Contractor.
3. The Project Authority or Contracting Authority will distribute the approved minutes to all parties.

13.0 LIMITATIONS AND CONSTRAINTS.

During the performance of the Contract, the Contractor or his personnel must not direct any departmental organizations, or any personnel of any third parties with whom Canada has or intends to contract, to perform any action.

At all times during the provision of the required services, the Contractor personnel are not to have access to any proprietary information including but not limited to financial information (including unit prices or rates) or technical information concerning any third parties with whom Canada has contracted or intends to contract, other than information that is in the public domain, (e.g. total value of contract(s) awarded).

Charts, reports, data, documents, or materials, provided to the Contractor by Canada or produced by the Contractor personnel in providing services under the Contract, remains the property of Canada and must be used solely in support of this requirement. The Contractor must safeguard the preceding information and materials from unauthorized use and must not release them to any third party, person or agency external to DND without the express written permission of the PA. Such information and material must be returned to the PA upon completion of each tasking or when requested by the PA.

The Contractor must ensure that their personnel do not use Government of Canada or DND designations, logos or insignia on any business cards, cubicle/office signs or written/electronic correspondence that may, in any manner, lead others to perceive Contractor personnel as being an employee of Canada.

14.0 INTELLECTUAL PROPERTY RIGHTS

Through formal arrangement with the Department of Defense of Australia, Canada owns the right to use and disclose the background IP and course materials to the Contractor for the sole purpose of developing and delivering the Course herein.

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Canada will retain the Intellectual Property on all material developed as a result of this contract.

Appendix 1

Course Requirements

- a. A walkthrough session must be presented to a limited audience selected by the Project Authority (PA) and must commence at the latest fifteen (15) calendar days prior to the first onsite classroom training sessions. The PA may provide general guidance and assistance to facilitate the work of the contractor.
- b. Course Duration: Two (2) back-to-back onsite classroom training sessions with each running continuously on three (3) normal work days include the following themes:
 - i. Industry Analysis and Context - 1 day
 - ii. Internal Company Processes – 1 day; and
 - iii. Reverse Feedback from Industry – 1 day.
- c. The DMO Business Acumen Course Materials must serve as a baseline for tailoring the Course to meet the Canadian context.
- d. Students will have an understanding of “business acumen” as it applies to defense companies that supply equipment and services to the Canadian Department of National Defense. This implies:
 - i. An understanding of the macro and micro environment in which defense companies operate;
 - ii. An understanding of what drives profitability;
 - iii. A market focused approach to the business of defense procurement;
 - iv. A good understanding of business practices and behaviors in trade agreements such as ITAR and industrial and regional benefits (IRBs) requirements; and
 - v. An overall big picture understanding of the organization of defense companies and their inter-relationships, enabling better business decision-making.

ANNEX B

BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for work performed under this contract. All deliverables are FOB destination and the Canadian Customs Duty are included, GST/HST is extra if applicable.

The Contractor will be paid a Firm All-inclusive price in accordance with the following table.

Optional Course Design and Delivery

PERIOD	FIRM PRICE Course Delivery (CAD\$)	FIRM PRICE Course Materials per student (CAD \$)	FIRM ALL-INCLUSIVE PER DIEM PRICE Course Design (CAD\$)
Period 2: April 1, 2013 to March 31, 2014			
Period 3: April 1, 2014 to March 31, 2015			

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provisions for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, then the all inclusive fixed daily rate must be prorated to reflect the actual time worked.

Canada will not accept any travel and living expenses for:

- I. Work performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: <http://laws.justice.gc.ca/en/N-4/> ;
- II. Any travel between the Contractor's place of business and the NCR; and
- III. Any relocation of resources required to satisfy the terms of the Contract. These expenses are included in the firm price for professional fees specified above.

Course Cancellation (NCR)

A. For the cancellation or rescheduling of courses within the NCR:

- I. Canada may cancel or reschedule a scheduled course without a fee.
- II. In the event that Canada cancels or reschedules a course on the day of or during the course, the Contractor will be paid the price per course in accordance with the Basis of Payment in Annex B.

2.0 Cost reimbursable expenses

2.1 Direct Expense-Training Facility

The contractor will be reimbursed its direct expenses reasonably and properly incurred in the performance of the work, for the rental of training facilities in accordance with task 6.2.b of Annex A Statement of Work.

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These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

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ANNEX “C”

DND 626, TASK AUTHORIZATION FORM

See attached

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ANNEX D
Sample MS Office Excel Spreadsheet for
Periodic Usage Reports - Contracts with Tas

See Attached