

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Public Works and Government Services Canada**  
**Telus Plaza North/Plaza Telus Nord**  
**10025 Jasper Ave./10025 ave. Jaspe**  
**5th floor/5e étage**  
**Edmonton**  
**Alberta**  
**T5J 1S6**  
**Bid Fax: (780) 497-3510**

## **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**

<b>Title - Sujet</b> ADP Computer Training	
<b>Solicitation No. - N° de l'invitation</b> W0134-12R096/A	<b>Date</b> 2012-06-05
<b>Client Reference No. - N° de référence du client</b> W0134-12-R096	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EDM-610-9443	
<b>File No. - N° de dossier</b> EDM-1-34825 (610)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-07-16</b>	<b>Time Zone Fuseau horaire</b> Mountain Daylight Saving Time MDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Barton, Elaine	<b>Buyer Id - Id de l'acheteur</b> edm610
<b>Telephone No. - N° de téléphone</b> (780) 497-3519 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE WING COMMANDER/4 WING COLD LAKE BLDG84-GROUND TRAINING-H.DOUCET PO BOX 4280 STN FORCES COLD LAKE ALBERTA T9M2C6 CANADA	

**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**

**Public Works and Government Services Canada**  
**Telus Plaza North/Plaza Telus Nord**  
**10025 Jasper Ave./10025 ave Jasper**  
**5th floor/5e étage**  
**Edmonton**  
**Alberta**  
**T5J 1S6**

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

## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Debriefings

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Improvement of Requirement During Solicitation Period

### **PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Certifications Precedent to Contract Award

### **PART 6 - RESULTING CONTRACT CLAUSES**

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Defence Contract
12. SACC Manual Clauses
13. Insurance

#### **List of Annexes:**

Annex "A"	Statement of Work
Annex "B"	Basis of Payment
Annex "C"	DND 626 Task Authorization Form

## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation and resulting Contract document is divided into five (5) parts plus annexes as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection

Part 5 Certifications: include the certifications to be provided;

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

The Annexes include the Statement of Work, the Basis of Payment, and the DND 626 Task Authorization Form.

### **2. Summary**

The Department of National Defence, 4 Wing Cold Lake requires an "as and when requested" contract for the provision of Automated Data Program (ADP) computer software training as per Annex "A", Statement of Work.

The contract period for authorizing task authorizations is from August 1, 2012 to March 31, 2014, with an option to extend for one (1) additional year.

### **3. Debriefings**

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.

## **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 Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) 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 (2008-12-12) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

## **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.

## **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 the province of Alberta.

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

## **5. Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **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 (one (1) hard copy)  
Section II: Financial Bid (one (1) hard copy)  
Section III: Certifications (one (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;
- (b) use a numbering system that corresponds to the bid solicitation;

## 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 and describe their approach in a thorough, concise and clear manner for carrying out the work.

## Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

### 1.1 SACC Manual Clause

C3011T

Exchange Rate Fluctuation

2010-01-11

## Section III: Certifications

Bidders must submit the certifications required under Part 5.

## 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 and financial 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

Failure to meet any of the following mandatory criteria at bid closing will render your submission non-responsive and it will be given no further consideration.

- a) The Bidder must indicate compliance with the following statement. "The firm or its training personnel have experience in successfully presenting all of the courses being requested and are currently able to provide the complete list of requested courses.
- b) Bidder is to provide the name and course title for two (2) microcomputer training clients for whom you have provided training in the past. In addition, it is requested that you provide the address and telephone number of proposed references. If this is not provided with your bid, PWGSC may contact you to request this information.

Client Name: \_\_\_\_\_

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## Courses Provided

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### 1.2 Financial Evaluation

The estimated usages listed in Annex "B" - Basis of Payment are for evaluation purposes only and will not form part of any resulting Contract.

The total evaluated bid price of each line item will be determined by multiplying the unit price quoted by the estimated usages (ex. Unit price for 1.a. times the estimated usage of 8 - ½ day courses).

Calculation will be applied to each line item in the the option year as well. The total of all line items will then be added together to determine the total evaluated bid price.

### 2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## 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.

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 the 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 listed below 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.

#### 1.1 Federal Contractors Program - over \$25,000.00 and below \$200,000.00

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal 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.

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 full-time or part-time permanent employees, 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 full-time or part-time permanent employees, 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;

D. ( ) 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 Servant 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 the spending of 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 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, 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;
- (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;
- (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 the 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.

### PART 6 - RESULTING CONTRACT CLAUSES

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

#### 1. Security Requirement

There is no security requirement associated with the requirement.

#### 2. Statement of Work



The Contractor must perform the Work on an "as and when requested" basis in accordance with the Statement of Work at Annex "A".

## **2.1 Task Authorization**

The Work or a portion of the Work to be performed 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.

## **2.2 Task Authorization Process**

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" or "DND 626, Task Authorization Form".
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.
3. The Contractor must provide the Technical 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 Technical 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.

## **2.3 Task Authorization Limit**

The Technical Authority may authorize individual task authorizations up to a limit of \$10,000.00, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.

## **2.4 Minimum Work Guarantee - all of 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 10%.

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.

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.

## **2.5 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

2.5.1. 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 \$100,000.00. Customs duties are excluded and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

2.5.2 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.

2.5.3. 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 in all authorized TAs, inclusive of any revisions, whichever comes first.

2.5.4. 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.

## **2.6 Task Authorization - Department of National Defence**

The administration of the Task Authorization process will be carried out by the Technical Authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

## **3. Standard Clauses and Conditions**

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

### **3.1 General Conditions**

2035 (2012-03-02), General Conditions - Higher Complexity - Services apply to and form part of the Contract.

## **4. Term of Contract**

### **4.1 Period of Contract**

The Work is to be performed during the period of August 1, 2012 to March 31, 2014, inclusive.

### **4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period, from April 1, 2014 to March 31, 2015, 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 thirty (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.

## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Elaine Barton  
Title: Supply Specialist  
Acquisitions, Western Region  
Public Works and Government Services  
Telus Plaza North,  
10025 Jasper Avenue, 5th Floor  
Edmonton, AB T5J 1S6

TELEPHONE NO.: (780) 497-3519  
FACSIMILE NO.: (780) 497-3510  
E-mail address: elaine.barton@pwgsc-tpsgc.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.

### **5.2 Technical Authority**

The Technical Authority for the Contract is: (to be determined at contract award)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Technical Authority named above 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 Technical Authority, however the Technical 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.

**5.3 Contractor's Representative (to be completed by offeror)**

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6. Payment****6.1 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 \$ 100,000.00. Customs duties are extra as 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 in all authorized TAs, inclusive of any revisions,

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.

**6.2 Basis of Payment**

1. The Basis of Payment attached hereto as Annex "B" will be used to price any Task Authorization requested under this Contract.

2. In consideration of the Contractor satisfactorily completing all of its obligations under the Task Authorization, the Contractor will be paid the firm price stipulated in the applicable Task Authorization document, calculated in accordance with Annex "B".

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

### **6.3 Method of Payment**

#### **6.3.1 For Firm Price Task Authorizations**

##### **6.3.1.1 Method of Payment - Single Payment**

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

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

### **6.4 SACC Manual Clauses**

C0705C Discretionary Audit (2010-01-11)

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

C2604C Customs Duties, Excise Taxes and GST/HST - Non-resident (2010-01-11)

C0710C Time and Contract Price Verification (2001-11-30)

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

### **7. Invoicing Instructions**

7.1 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.

7.2. Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

### **8. Certifications**

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.

### **9. Applicable Laws**

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

**10. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) 2035, 2012-03-02 - General Conditions - Services (Higher Complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment
- (e) Annex "C", Task Authorization Form, DND 626
- (f) the signed Task Authorizations;
- (g) the Contractor's bid dated \_\_\_\_\_

**11. SACC Manual Clauses**

G1005C (2008-05-12), Insurance  
A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)  
A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)  
A9006C (2008-05-12), Defence Contract  
A9062C (2010-01-11), Canadian Forces Site Regulations

## ANNEX "A" STATEMENT OF WORK

**Title:** Automated Data Program (ADP) Computer Software Training

**Objective:** Provision of Computer Software Training, for military and civilian personnel employed by the Department of National Defence, 4 Wing Cold Lake Alberta.

**Scope of Work:**

1. The Contractor is to provide a wide range of computer software training which includes:
  - a. A full range of MicroSoft Office 2003, 2007 and Microsoft Office 2010.  
The Contractor is to be able to supply instruction in a new version of Microsoft Office if 4 Wing upgrades before the contract expires.  
  
Word, Excel, Access, Power Point, Outlook. NOTE: Because email accounts are not available, the Outlook course will have to be modified.
  - b. Windows 7 (user level) - to enable users to understand the operating system;
  - c. Visio Level I & II;
  - d. MicroSoft Projects - managing projects;
  - e. Internet Security; and
  - f. Introduction to Internet.
2. The Contractor must be prepared to run two (2) and sometimes three (3) courses concurrently if demand warrants or if required due to time restraints.
3. Classes will consist of a maximum of 12 students and is to occur during regular business hours (8:00 am to 4:00 pm), Monday through Thursday.
4. All courses are to focus entirely upon instructions and practical application. Students performance will not be evaluated. Students are to receive a "Recognition of Participation" or "Attendance" certificate at completion of each course.
5. Contractor is to provide instructors qualified to teach all the above requested software courses.
6. Curriculum is to be "Digital Content Factory" or equivalent.
7. Manuals or access to manuals for each course and level are required. If the manuals are in the form of "classroom only" manuals, an information package must be made available to each student for future reference.
8. The Instructor is to load the files required for training to individual student's computer and clear the files after each course in preparation for the next training session.

**Duration of sessions:**

1. The following course must be ½ day in duration;
  - a. Outlook - this will be run twice in the same day
2. The following courses must be one (1) day in duration:
  - a. Word Level I (Basic);

- b. Excel Level I (Basic);
  - c. Power Pt Level I (Basic);
  - d. Power Pt Level II (Advanced);
  - e. Access Level II - to include a general idea of switchboard and Macro;
  - f. Visio Level I;
  - g. Visio Level II;
  - h. Windows 7;
  - i. Introduction to Internet Security;
  - j. Introduction to Internet.
3. The following courses must be two (2) days in duration:
- a. Word Level II (Intermediate);
  - b. Word Level III (Advanced);
  - c. Excel Level II (Intermediate) - to include multiple worksheets, consolidation and linking cells;
  - d. Excel Level III (Advanced);
  - e. Access Level I (Basic).
4. The following course must be three (3) days in duration:
- a. MicroSoft Projects - managing projects

#### **Reports and Deliverables:**

1. Upon request, the Contractor must provide the following report and documentation to the Technical Authority:
  - i. Course outlines for each course and level;
  - ii. Feedback forms (evaluations) on course content and instruction are to be provided by the Contractor and are to be filled out by students on completion of training. Evaluations or copy of evaluations are to be forwarded to Ground Training Coordinator at the end of each course.
2. DND's Ground Training Coordinator will provide a schedule of requested courses to the Contractor on a monthly basis (Task Authorization). The request will be provided to the Contractor at least one (1) month from the start date of the next months requested courses.
3. The Ground Training Coordinator will book/schedule the Wing personnel to the training and provide student registration forms to the instructor for each course.. The forms are to be signed by each student as a record of participation. Once registration form is completed, it will be delivered to the Ground Training Coordinator.

#### **Government Furnished Support/Equipment/Information:**

Ground Training will provide one (1) primary computer laboratory, which includes one (1) instructor station, twelve (12) student workstations, one (1) electronic projection system and technical support.

#### **Software upgrades:**

With respect to new versions of software packages released through out the period of the contract, the Contractor must receive approval from the Ground Training Coordinator and be able to prove that the Instructor has successfully instructed the previous version before instructing the new version.



## **Cancellation Policy**

### Contractor

If a course is cancelled due to the Contractor/Instructor not showing up, illness, poor weather conditions preventing the Contractor/Instructor to travel or any other reasons. Canada will not be liable for the payment of the cancelled course.

### DND Ground Training

If a course is cancelled due to DND Operations, DND will not be liable for payment of the cancelled course if a notice of five (5) or more business days has been given to the Contractor.

When inclement weather necessitates the cancellation of a course. The course will be rescheduled without additional charge.

### **Special Considerations:**

1. The Ground Training Coordinator will brief the Contractor on the safety, fire regulation and security of the on-site facilities.
2. Subject to availability, accommodations on the Wing are available to the Instructors. Arrangements would have to be made and paid by the Contractor. Ground Training Coordinator would have to verify Contractor to Wing Accommodations.
3. Contractor/Instructor is welcome to eat at the All Ranks Kitchen. Services for breakfast, lunch and dinner are available. Meals are to be paid by the Contractor.

**ANNEX "B"****BASIS OF PAYMENT**

- a. The firm price per course shall include all costs for labour, overhead, fringe benefits, profit, travel and living, materials and supplies and other disbursements.
- b. If pricing is not provided for each line item you will be considered non-responsive.
- c. Estimated usages are for evaluation purposes only and not to be construed as a firm commitment from Canada. Actual usages may vary from these amounts.
- d. G.S.T. is to be excluded of the prices quoted herein. G.S.T. if applicable, will be shown as a separate item on the invoice

**For the Contract Period, from August 1, 2012 to March 31, 2014.**

Description	Estimated # courses	Unit Price	Total
The following course is 1/2 day in duration.			
1 a.. Outlook	8	\$_____/course	\$_____
The following courses are 1 day in duration			
2 a. Word - Level I Basic	3	\$_____/course	\$_____
b. Excel - Level I - Basic	11	\$_____/course	\$_____
c. Power Point - Level I - Basic	6	\$_____/course	\$_____
d. Power Point - Level II - Advanced	6	\$_____/course	\$_____
e. Access - Level II	3	\$_____/course	\$_____
f. Visio Level I	1	\$_____/course	\$_____
g. Visio Level II	1	\$_____/course	\$_____
h. Windows 7	4	\$_____/course	\$_____
i. Introduction to Internet Security	1	\$_____/course	\$_____
j. Introduction to Internet	1	\$_____/course	\$_____
The following courses are 2 days in duration.			
3. a. Word - Level II - Intermediate	5	\$_____/course	\$_____
b. Word - Level III - Advanced	1	\$_____/course	\$_____
c. Excel - Level II - Intermediate	19	\$_____/course	\$_____
d. Excel Level III - Advanced	3	\$_____/course	\$_____
e. Access - Level 1 - Basic	4	\$_____/course	\$_____
The following course is 3 days in duration.			
4 a. Projects	2	\$_____/course	\$_____

**B. OPTION YEAR - April 1, 2014 to March 31, 2015**

Description	Estimated usage	Unit Price	Total
The following course is 1/2 day in duration.			
1 a.. Outlook	2	\$_____/course	\$_____
The following courses are 1 day in duration			
2 a. Word - Level I Basic	3	\$_____/course	\$_____
b. Excel - Level I - Basic	8	\$_____/course	\$_____
c. Power Point - Level I - Basic	3	\$_____/course	\$_____
d. Power Point - Level II - Advanced	3	\$_____/course	\$_____
e. Access - Level II	1	\$_____/course	\$_____
f. Visio Level I	0	\$_____/course	\$_____
g. Visio Level II	0	\$_____/course	\$_____
h. Windows 7	2	\$_____/course	\$_____
i. Introduction to Internet Security	0	\$_____/course	\$_____
j. Introduction to Internet	0	\$_____/course	\$_____
The following courses are 2 days in duration.			
3 a. Word - Level II - Intermediate	2	\$_____/course	\$_____
b. Word - Level III - Advanced	1	\$_____/course	\$_____
c. Excel - Level II - Intermediate	8	\$_____/course	\$_____
d. Excel Level III - Advanced	2	\$_____/course	\$_____
e. Access - Level 1 - Basic	2	\$_____/course	\$_____
The following course is 3 days in duration.			
4 a. Projects	1	\$_____/course	\$_____

Solicitation No. - N° de l'invitation

W0134-12R096/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm610

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

W0134-12-R096

File No. - N° du dossier

EDM-1-34825

CCC No./N° CCC - FMS No/ N° VME

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**ANNEX "C"**  
**DND 626 Task Authorization Form**

Attached at the end of this document

DND 626 (01-05)

## Instructions for completing DND 626 - Task Authorization

### Contract no.

Enter the PWGSC contract number in full.

### Task no.

Enter the sequential Task number.

### Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

### Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

### Previous value

Enter the previous total dollar amount including taxes.

### To

Name of the contractor.

### Delivery location

Location where the work will be completed, if other than the contractor's location.

### Delivery/Completion date

Completion date for the task.

### for the Department of National Defence

Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

### Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

### Cost

The cost of the Task broken out into the individual costed items in **Services**.

### GST/HST

The GST/HST cost as appropriate.

### Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

### Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

### Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

## Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

### N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

### N° de la tâche

Inscrivez le numéro de tâche séquentiel.

### N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

### Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

### Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

### À

Nom de l'entrepreneur.

### Expédiez à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

### Date de livraison/d'achèvement

Date d'achèvement de la tâche.

### pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

### Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliqueront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

### Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

### TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

### Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

### Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

### Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.