

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 a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

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

Title - Sujet NMSO - SAP	
Solicitation No. - N° de l'invitation E60ZH-130002/A	Date 2014-01-13
Client Reference No. - N° de référence du client 20122154	GETS Ref. No. - N° de réf. de SEAG PW-\$\$ZH-121-26791
File No. - N° de dossier 121zh.E60ZH-130002	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-02-28	Time Zone Fuseau horaire Eastern Standard Time EST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Steele, Brian	Buyer Id - Id de l'acheteur 121zh
Telephone No. - N° de téléphone (819)956-3569 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

E60ZH-130002/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

121zh

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

20122154

File No. - N° du dossier

121zhE60ZH-130002

CCC No./N° CCC - FMS No/ N° VME

See Attached

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

PART 6 – FINANCIAL CAPABILITY

1. Financial Capability

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Identified Users
8. Call-up Procedures
9. Call-up Instrument
10. Limitation of Call-ups
11. Priority of Documents
12. Certifications
13. Applicable Laws

B. RESULTING CONTRACT CLAUSES

1. Statement of Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Proactive Disclosure of Contracts with Former Public Servants
5. Payment
6. SAAC Manual Clauses
7. Invoicing Instructions
8. Insurance
9. SAAC Manual Clauses
10. Course Cancellation
11. Terms and Conditions contained in the Contractor Documentation
12. Limitation of Liability

List of Annexes:

- Annex A - Statement of Requirement
Annex B - Quarterly Usage Report

PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- | | |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; and |
| Part 6 | Financial Requirements; and |
| Part 7 | 7A, Standing Offer, and 6B, Resulting Contract Clauses: |
- 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Requirement and the Quarterly Usage Report

2. Summary

- a. Public Works and Government Services Canada (PWGSC) has a requirement for Commercial off the Shelf SAP Training. The Offeror must offer SAP training at the Contractor's facility including instructors on an "if and when requested" basis. The Offeror must offer training courses with instructors and facilities to accommodate participants. The participants are Government of Canada personnel.
- b. Courses will be delivered in either of the two Registration Types:
 1. **Individual Registrations:** the enrolment of a participant into a publicly offered instructor-led classroom base, eLearning or virtual classroom course as identified in section 2 of the Statement of Requirement; or
 2. **Private Class Registrations:** the enrolment of a group of participants (maximum 20) into an instructor-led, classroom based, private course which is limited to the Identified User in the call-up instrument provided by the Project Authority
- c. The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11.

- d. The Standing Offer (SO) period will be for 1 year with the irrevocable option to extend the Standing Offer by two (2) periods of (1) one year.
- e. PWGSC will issue up to two (2) National Master Standing Offers (NMSO) (one per Registration Type).
- f. There is no security requirement associated with this requirement.
- g. Pursuant to section 01 of Standard Instructions 2006, Offerors must submit a complete list of names of all individuals who are currently Directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a 'Consent to a Criminal Record Verification' form.
- h. The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).
- i. For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).
- j. The resulting Standing Offer is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCA are to be processed individually.

3. Debriefings

- a. Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

- a. All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- b. Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).
- c. The 2006 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.
- d. Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred twenty (120) days

2. Submission of Offers

- a. Offers 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 Request for Standing Offers.
- b. Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

3. Enquiries - Request for Standing Offers

- a. All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.
- b. Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

4. Applicable Laws

- a. The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

- b. Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

- a. Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I:	Technical Offer	(2 hard copies);
Section II:	Financial Offer	(1 hard copy);
Section III:	Certifications and Additional Information	(1 hard copy)

- b. This Request for Standing Offer uses Portable Document Format (PDF) technology. To access the PDF form, Offerors must have a PDF reader installed. If Offerors do not already have such a reader, there are several PDF readers available on the Internet. It is recommended to use the latest version of PDF reader to benefit all features of the interactive form.
- c. The Offeror can submit an offer on one or both Registration Types specified in the Statement of Requirements, but must submit one separate offer, under its own name or as part of a joint venture, for each specified Registration Type. Canada requests that the Offeror clearly identifies on the first page of its offer which Registration Type it is offering.
- d. Each offer constitutes a separate offer which will be evaluated independently, without regard to the other offers submitted by that Offeror. Therefore, each offer must be a separate bid submission.
- e. Discounts must appear in the financial offer only. No discount must be indicated in any other section of the offer.
- f. Canada requests that Offerors follow the format instructions described below in the preparation of their offer.
- I. use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - II. use a numbering system that corresponds to that of the Request for Standing Offers.
- d. 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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:
- I. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
 - II. 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.

1.1 Section I: Technical Offer

- a. In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.
- b. Part 4, Evaluation Procedures, contains additional instructions that Offerors should consider when preparing their technical offer.

1.2 Section II: Financial Offer

- a. Offerors must submit their financial offer in accordance with the Basis of Payment detailed below.

1.2.1 Basis of Payment

1.2.1.1 Individual Registration

The Contractor agrees to charge no more than the price(s) published at www.sap.com/canada/services/education, less the following discounts and in accordance with the terms and conditions listed herein:

- For all individual registrations: _____% discount

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm lot price for the services required in the contract. Customs duties are included, and Applicable Tax is extra, if applicable.

The Contractor understands that the prices charged to the Identified User will be verified after payment and agrees to promptly refund the Identified User any payment made in excess of the discounted prices in the Standing Offer.

The Contractor understands and agrees that failure to honor the prices and discounts and the terms and conditions for the period of the Standing Offer may result in the termination of the Standing Offer.

1.2.1.2 Private Class Registration

The Contractor agrees to charge no more than the price(s) published at www.sap.com/canada/services/education, less the following discounts and in accordance with the terms and conditions listed herein:

- 6-10 participants	: _____% discount/participant
- 6-15 participants	: _____% discount/participant
- 6-20 participants	: _____% discount/participant
Sum*	: _____% discount/participant

** 6-10 participants % discount/participant + 6-15 participants % discount/participant + 6-20 participants % discount/participant*

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm lot price for the services required in the contract. Customs duties are included, and Applicable Tax is extra, if applicable.

The Contractor understands that the prices charged to the Identified User will be verified after payment and agrees to promptly refund the Identified User any payment made in excess of the discounted prices in the Standing Offer.

The Contractor understands and agrees that failure to honor the prices, terms and conditions for the period of the Standing Offer may result in the termination of the Standing Offer.

1.2.1.2.1 Customization of a Private Class Registration Course

For the Work described in 5.0 of the Statement of Requirement in Annex A:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm all-inclusive hourly rate of \$_____, for the services required in the contract. Customs duties are included, and Applicable Tax is extra, if applicable.

1.2.1.2.2 Cost Reimbursable Expenses

Authorized travel and living expenses

For the requirements relative to travel described in the Statement of Requirements in Annex A:

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive ; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Canada will not accept any travel and living expenses for:

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/eng/acts/N-4/> ;

- I. Any travel within 100km of the Contractor's place of business
- 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 published prices and discounts specified above.

Other Direct Expenses

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Allowable Categories

Facility Rental Rate

1.3 Section III: Certifications and Additional Information

- a. Offerors must submit the certifications required under Part 5 by using the PDF fillable in Attachment 1 to Part 3 – Certifications and Additional Information.
- b. Offerors should complete the interactive form electronically before printing the document for submission. Offerors should note that simply printing the document prior to completing it electronically may omit certain fields that would appear when filling out the form electronically, resulting in incomplete Certifications.
- c. The form should be signed.

ATTACHMENT 1 TO PART 3

CERTIFICATIONS AND ADDITIONAL INFORMATION

See attached PDF fillable Form - Attachment 1 to part 3 – Certifications and Additional Information (Certifications and Additional Information.pfd)

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- a. Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- b. An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

INDIVIDUAL REGISTRATION ONLY

MT1 The Offeror must demonstrate that they are SAP Canada Inc or an authorized SAP Canada Inc Reseller.

PRIVATE CLASS REGISTRATION ONLY

MT2 The Offeror must demonstrate that they are SAP Canada Inc or an authorized SAP Canada Inc Training Partner.

1.2 Financial Evaluation

INDIVIDUAL REGISTRATION ONLY

MF1 The Offeror must provide a discount greater than or equal to 15% for Individual Registrations

PRIVATE CLASS REGISTRATION ONLY

MF2 The Offeror must provide a sum of percentage discounts greater than or equal to 60% for Private Class Registrations

MF3 The Offeror must bid a firm all-inclusive hourly rate of \$25.00 or less for Customization of a Private Class Registration Course

2. Basis of Selection

- a. An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria and the Mandatory Financial Evaluation to be declared responsive.
- b. The Offeror must bid on a minimum of one of the two SAP Registration types:
 - I. Individual Registration; and/or
 - II. Private Class Registration (including Customization of a Private Class Registration Course)
- c. Individual Registration and Private Class Registration will be evaluated separately.
- d. Up to two (2) Standing Offers can be issued from this Request for Standing Offer; one Standing Offer for Individual Registrations and one Standing Offer for Private Class Registrations.

- I. The responsive offer with the greatest sum of percentage discounts for Private Class Registration will be recommended for award of a Standing Offer.
- II. The responsive offer with the highest percentage discount for Individual Registrations will be recommended for award of a Standing Offer.
- III. If the highest percentage discount for Individual and Private Class Registration is from the same Offeror, only one Standing Offer will be issued.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

Offerors must complete their certifications required under Part 5 by using the Attachment 2 to Part 3.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Financial Capability

- a. *SACC Manual* clause M9033T (2011-05-16), Financial Capability

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1.0 Offer

- a. The Offeror offers to fulfill the requirement in accordance with the Statement of Requirement at Annex "A".

2. Security Requirement

- a. There is no security requirement applicable to this Standing Offer.

3. Standard Clauses and Conditions

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

3.1 General Conditions

- a. 2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.2 Standing Offers Reporting

- a. The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.
- b. The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "B". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.
- c. The data must be submitted on a quarterly basis to the Standing Offer Authority.
- d. The quarterly 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;
 - 4th quarter: January 1 to March 31.
- e. The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of the Standing Offer

- a. The period for making call-ups against the Standing Offer is from May 01, 2014 to April 30, 2015.

4.2 Extension of Standing Offer

- a. If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional one (1) year periods under the same conditions and discounts specified in the Standing Offer.
- b. The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

- a. The Standing Offer Authority is:

Name: Brian Steele
Title: Supply Specialist
Public Works and Government Services Canada Acquisitions Branch
Directorate: Professional Services Procurement Directorate
Address: 11 Laurier
Gatineau, Quebec
K1A 0S5
Telephone: 819-956-3569
Facsimile: 819-956-2675
E-mail address: brian.steele@tpsgc-pwgsc.gc.ca
- b. The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Project Authority

- a. The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.
- b. The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

5.3 Offeror's Representative

- a. The Offeror's Representative for the Standing Offer will be identified at the issuance of the Standing Offer.

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Identified Users

- a. The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

8. Call-up Procedures

- a. The Offeror agrees only to perform individual Call-ups made by an Identified User pursuant to this Standing Offer that do not exceed the applicable Limitation of Call-up, outlined below;
- b. The Offeror acknowledges that no costs incurred before the receipt of a signed call-up can be charged to this Standing Offer or any call-ups made against it;
- c. The Offeror acknowledges that the terms and conditions set out in the Resulting Contract Clauses that form part of this Standing Offer apply to every Call-up made under this Standing Offer;

The following call-up process will be followed:

8.1 Individual Registration

Step 1 - Call-up issuance:

The Project Authority will use the following call-up procedure to register for their course(s):

The Identified Users will register for their courses using a completed and signed Attachment 1 to Annex A, Call-up Against a Standing Offer.

8.2 Private Class Registration

Step 1 - Request: The Project Authority will provide a request to the Offeror with the following information by e-mail:

1. Course Name;
2. Course Customization details (if applicable)
3. Estimated Number of Participants
4. Approximate Course Delivery Date;
5. Desired Location of Training (city and province)
6. Project Authority contact information

Step 2 - Response to Request: following step 1, the Offeror must provide by e-mail, within five (5) calendar days of receiving the request, the following information to the Procurement Authority:

1. Estimated Level of Effort to complete the requested course customization
2. Cost of course as identified the Basis of Payment
3. Course Delivery Date
4. Location of Training

Step 3 - Call-up issuance: Following step 2, the Project Authority will issue the call-up against the standing offer using the Call-up instrument. The call-up will be sent by e-mail as an attachment in PDF format.

9. Call-up Instrument

- a. The work will be authorized or confirmed by the Identified User(s) using the Call-up against a Standing Offer form at Attachment 1 to Annex A.

10. Limitation of Call-ups

- a. Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

11. Priority of Documents

- a. 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.
 - 1. the call up against the Standing Offer, including any annexes;
 - 2. the articles of the Standing Offer;
 - 3. the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services
 - 4. the general conditions 2035 (2013-06-27), General Conditions – Higher Complexity – Services
 - 5. Annex A, Statement of Requirement;
 - 6. the Offeror's offer dated _____

12. Certifications

12.1 Compliance

- a. Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

13. Applicable Laws

- a. The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Requirement

- a. The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

- a. 2035 (2013-06-27), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.
- b. Section 17 Interest on Overdue Accounts, of 2035 (2013-06-27), General Conditions – Higher Complexity – Services, will not apply to payments made by credit cards.

3. Term of Contract

3.1 Delivery Date

- a. Delivery must be completed in accordance with the call-up against the Standing Offer.

4. Proactive Disclosure of Contracts with Former Public Servants

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

5. Payment

5.1 Basis of Payment

5.1.1 Basis of Payment

5.1.1.1 Individual Registration

The Contractor agrees to charge no more than the price(s) published at www.sap.com/canada/services/education, less the following discounts and in accordance with the terms and conditions listed herein:

- For all individual registrations: _____% discount

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm lot price for the services required in the contract. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

The Contractor understands that the prices charged to the Identified User will be verified after payment and agrees to promptly refund the Identified User any payment made in excess of the discounted prices in the Standing Offer.

The Contractor understands and agrees that failure to honor the prices, terms and conditions for the period of the Standing Offer may result in the termination of the Standing Offer.

5.1.1.2 Private Class Registration

The Contractor agrees to charge no more than the price(s) published at www.sap.com/canada/services/education, less the following discounts and in accordance with the terms and conditions listed herein:

- 6-10 participants : _____ % discount/participant
- 6-15 participants : _____ % discount/participant
- 6-20 participants : _____ % discount/participant

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm lot price for the services required in the contract. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

The Contractor understands that the prices charged to the Identified User will be verified after payment and agrees to promptly refund the Identified User any payment made in excess of the discounted prices in the Standing Offer.

The Contractor understands and agrees that failure to honor the prices, terms and conditions for the period of the Standing Offer may result in the termination of the Standing Offer.

5.1.1.2.1 Customization of a Private Class Registration Course

For the Work described in 5.0 of the Statement of Requirement in Annex A:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm all-inclusive hourly rate of \$_____, for the services required in the contract. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

5.1.1.2.2 Cost Reimbursable Expenses

Authorized travel and living expenses

For the requirements relative to travel described in the Statement of Requirements in Annex A:

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) ; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Canada will not accept any travel and living expenses for:

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/eng/acts/N-4/> ;

- I. Any travel within 100km of the Contractor's place of business
- 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 published prices and discounts specified above.

Other Direct Expenses

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Allowable Categories

Facility Rental Rate

5.2 Limitation of Price

- a. *SACC Manual* clause C6000C (2011-05-16), Limitation of Price

5.3 Methods of Payment

- a. The following Method of Payment applies to Individual Registrations only:

- 1) For registration using a credit card:

Canada will pay the Contractor upon completion and delivery of the Services. Credit Card information will be provided at the time of course registration. The credit card will not be charged until the course has been delivered in its entirety. A copy of the paid invoice and any other documents required by the Contract will be sent to the Participant and in accordance with the invoicing instructions provided in the Contract and all such documents will be verified by Canada.

- 2) For registration without using a credit card:

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

- I. 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;
- II. all such documents have been verified by Canada;
- III. the services delivered has been accepted by Canada.

5.4 Payment by Credit Card

- a. The following credit cards are accepted: (to be identified in the Offerors Bid).

6. SACC Manual Clauses

- a. A9116C (2007-11-30), T1204 - Information Reporting by Contractor

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

7. Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted earlier than 3 days prior to an Individual Registration Course Delivery and not until all work identified in the invoice is completed for Private Class Registrations.
- b. Each invoice must be supported, as applicable, by:
 - I. Call-up Number;
 - II. Course Name;
 - III. Participant Name(s); and
 - IV. Delivery Date
- c. Invoices must be distributed as follows:
 - I. A copy of the invoice must be forwarded to the Participant for Individual Registrations;
 - II. A copy of the invoice must be forwarded to the Project Authority for Private Class Registrations;
 - III. A copy of the invoice must be forwarded to the Project Authority and the Contracting Authority if the call-up was issued by PWGSC.

8. Insurance

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

9. SAAC Manual Clauses

- a. C0705C (201-01-11), Discretionary Audit

10. Course Cancellation

- a. Without restricting any other terms and conditions, any course may be canceled or rescheduled in whole or in part:
 - I. by the Project Authority by giving a written notice to the Contractor:
 - 15 working days or more before the start date of the course – No cancellation fee
 - 6-14 working days before the start date of the course – 50% of call-up value
 - 5 or less working days before the start date of the course – 100% of call-up value
 - II. by the Contractor by giving a written notice to the Project Authority
 - 5 or more working days before the start date of the course
- b. In the event the Contractor does not provide a minimum of 5 working days notice to cancel a course, the Contractor must credit to Canada all expenses, including travel expenses, incurred by Canada for the purposes of the training, at cost, without any allowance for overhead or profit, if any.

- c. If Canada or the Contractor has to cancel due to an unforeseeable or uncontrollable event, such as a strike, virus attack, pandemic, power or technical failure, etc, no cancellation charges will be applied.

11. Terms and Conditions contained in the Contractor Documentation

- a. Canada is not bound by and does not accept any conditions, express or implied, that are contained in or on the confirmation of registration or that may accompany the training material or any other documentation provided by the Contractor, in any manner, regardless of any notification to the contrary.

12. Limitation of Liability

This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.

a. First Party Liability:

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - 1) any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - 2) physical injury, including death.
- ii. The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under i. above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:

- 1) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
- 2) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph 2) of the greater of the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph v. will not exceed the total estimated cost (as defined above) for the Contract, or \$1,000,000.00, whichever is greater.

- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

b. Third Party Claims:

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph i., with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

ANNEX "A"

STATEMENT OF REQUIREMENT SAP TRAINING

1. Objective

To have quick access to Commercial Off The Shelf (COTS) SAP training at discounted rates in order to satisfy the SAP training needs of Departments and Agencies during the period of the Standing Offer.

2.0 Registration Types

2.1 Individual Registration

The enrolment of a participant into a publicly offered instructor-led, classroom based, E-Learning or virtual classroom course.

2.2 Private Registration

The enrolment of a group of participants (maximum 20) into an instructor-led, classroom based, private course which is limited to the Identified User(s) in the call-up instrument provided by the Project Authority.

3.0 SAP Training Courses

Course Registrations are limited to Classroom Training, Virtual Live Classroom Training, and E-Learning Training.

3.1 Classroom Training

Classroom Training is an instructor led training in one of the training locations identified in section 4.0 below. It involves interaction with SAP expert(s) and collaboration with other attending participants. The Offeror must have access to all the training locations identified.

3.2 Virtual Live Classroom Training

Virtual Live Classroom Training is comprehensive training from SAP experts using over-the Web connectivity. The same content delivered in Classroom Training is presented during virtual live classroom deliveries.

Virtual Live Classroom Training includes but is not limited to the following:

Training from anywhere

Access to a live instructor for the complete duration of the course

Access to electronic versions of course materials which can be printed

Interaction with other participating participants

3.3 E-Learning Training

E-Learning Training are highly interactive, web-based courses that have the flexibility to what, where and when to learn.

4.0 Location of Classroom Training

4.1 Individual Registrations (Classroom Training only)

The location of Individual Registration Classroom Training will be identified at www.sap.com/canada/services/education

4.2 Private Registrations (Classroom Training only)

The location of Private Registration Classroom Training will be identified on an approved Task Authorization using one of the following options:

Option 1

The training facility is identified and provided by the Project Authority

Option 2

The training location is provided by the Standing Offer Holder and is in the same city identified by the Project Authority as the 'Desired Location of Training' as per Step 1 – Request of the Call up Procedures for Private Class Registrations.

5.0 Customization of a Private Class Registration Course

At times, there may be a need for the course material to be customized to suit the particular needs of the participants.

Course Customization is making revisions to the course material by adding or removing material that is beneficial for the participants for performing their tasks in their work environment

Course Customization will be paid for actual time worked in accordance with the Basis of Payment and no changes to the cost per participant will be made.

Course Customization is only to be made for private class registrations and it is not applicable for individual registration courses.

APPENDIX 1 TO ANNEX A

Call-up Against a Standing Offer

An automated pdf form will be provided at Standing Offer issuance

ANNEX B
QUARTERLY USAGE REPORT

(See attached Excel Worksheet Annex B – Quarterly Usage Report.xls)

Annex B
Quarterly Usage Report



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

Quarterly Usage Report

General Instructions

Introduction

The Government of Canada (GC) requires the Supplier to provide the following Quarterly Usage Report (Report) to the Standing Offer Authority on a quarterly basis.

Response Due Date

Your cooperation in returning the completed Report by the appropriate date is MANDATORY.

Period	Period to be Covered	Due on or before
1st	April 1 to June 30	July 15
2nd	July 1 to September 30	October 15
3rd	October 1 to December 31	January 15
4th	January 1 to March 31	April 15

Returning the Completed QUR

Please e-mail the completed Report to: brian.steele@tpsgc-pwgsc.gc.ca
Don't forget to type the words "SAP SO QUR" in the subject line of your e-mail.

Complete All Questions

Suppliers should complete all applicable portions of the Report documents - including the Company Profile, Call-up Information sheet for all call-ups issued by the Government of Canada.

Provide Direct Responses to Questions

Please do not substitute brochures, catalogues or annual reports in lieu of answers to our questions.

Currency

Please, state all monetary values in Canadian dollars (CDN).

Confidentiality

GC will keep your company's response confidential.

Changing the Format

Suppliers are asked not to modify the format of this Report.

Answering all Questions

This Report questionnaire has 3 sections identified by the labels of each worksheet on this file. The fields that allow editing are painted in white. Use your mouse to move between required fields. Some fields have pull down lists - you must use only the options presented on the lists provided.

Supplier's Representative (or delegated representative)

PWGSC considers the individual named under Section A, Sub-Article 5.3 Offeror's Representative of the Standing Offer to be the Offeror's primary source of communication. Should this individual not be available at the date of the Report submission, an alternate contact should be included with your Report using the template provided under tab II. Company Profile

Questions

Should you need further clarification, please forward your question by e-mail to the following address (do not forget to include your name and contact number so we can contact you immediately) : brian.steele@tpsgc-pwgsc.gc.ca

Item Descriptions

SAP SO Quarterly Usage Report

Field Information

Field	Description
Training Services	Type, Name and/or code of the training purchased
Identified User	The Government of Canada department or agency for which services were provided (e.g. PWGSC, National Defence, etc.)
Call-up Number	Unique number for the call-up, as identified on page 1 of the call-up.
Name of Project Authority	The Name of the Project Authority
Telephone Number of the Project Authority	The Telephone Number of the Project Authority
Region Where Services Were Provided	Canadian region, select from drop down box
Course Dates	Dates of the training
Call-up Value	The value of the call-up (GST/HST inc), as identified on page 1 of the call-up.

Annex B
Quarterly Usage Report

Quarterly Usage Report

Company Profile

(1) Please complete your company details in the spaces below:

Company name:
SAP SO No.:
Website:
PBN:
Business address:
City:
State / Province:
Postal code:
Country:
Phone No.:
Fax No.:

(2) Complete the details of the person who is the primary contact regarding this Report:

Contact name:
Title:
Business address:
City:
State / Province:
Postal code:
Country:
Phone No.:
Fax No.:
Email:

(3) If applicable, provide details for the alternate contact regarding this Report:

Contact name:
Title:
Business address:
City:
State / Province:
Postal code:
Country:
Phone No.:
Fax No.:
Email:

Company Name

Quarterly Usage Report Instructions

Please provide the information requested below for all Call-ups issued to your firm by the Government of Canada for the appropriate Quarter.

Quarter	Due on or before
1st	July-14
2nd	October-14
3rd	January 15
4th	April 15

Call-up Information Spreadsheet

SO E60ZH-130002

	Training Services	Call-up Number	Identified User	Name of Project Authority	Telephone number of Project Authority	Course Dates (dd-mm-yy)	Call-up Value
1						Select	
2						Select	
3						Select	
4						Select	
5						Select	
6						Select	
7						Select	
8						Select	
9						Select	
10						Select	
11						Select	
12						Select	
13						Select	
14						Select	
15						Select	
16						Select	
17						Select	
18						Select	
19						Select	
20						Select	
21						Select	
22						Select	
23						Select	
24						Select	
25						Select	
26						Select	
27						Select	
28						Select	
29						Select	
30						Select	