

**SOLICITATION
FOR
LEARNING SERVICES
FOR
ALL FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES AND CROWN CORPORATIONS**

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COMPONENT 1 - REQUEST FOR BIDS

PART 1 - GENERAL INFORMATION

1. Introduction

This bid solicitation has three components: a Request for Bids, a Standing Offer, and a Supply Arrangement.

(a) Component I - Request for Bids

The Request for Bids is divided into five parts plus attachments, as follows:

- Part 1: General Information: provides a general description of the requirement;
- Part 2: Bidder Instructions: provides the instructions applicable to the clauses and conditions of the request for bids;
- Part 3: Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid 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 bid, the security requirement, and the basis of selection;
- Part 5: Certifications: includes the certifications to be provided; and

The Attachments include:

Attachment A	Bidder Profile
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(b) Component II - Standing Offer

The Standing Offer is divided into two parts plus annexes, as follows:

- Part 6A Standing Offer: includes the Standing Offer from the Bidder and the applicable clauses and conditions; and

Part 6B Resulting Contract Clauses: 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:

Annex A	SOSA	Requirements for Services
Annex B	SOSA	Generic Security Requirement Check Lists
Annex C	SOSA	Insurance Requirements
Annex D	SO	SO Sample Quarterly Usage Report
Annex E	SO	Basis of Payment
Annex F	SO	Availability Confirmation Form
Annex G	SO	Client Satisfaction Form

(c) Component III - Supply Arrangement

The Supply Arrangement is divided into three parts plus annexes, as follows:

Part 7A: Supply Arrangement: includes the Supply Arrangement with the applicable clauses and conditions;

Part 7B: Model Bid Solicitation: includes the instructions for the bid solicitation process within the scope of the Supply Arrangement; and

Part 7C: Resulting Contract Clauses: includes general information for the conditions which will apply to any contract entered into pursuant to the Supply Arrangement.

The Annexes include:

Annex A	SOSA	Requirements for Services
Annex B	SOSA	Generic Security Requirement Check Lists
Annex C	SOSA	Insurance Requirements
Annex H	SA	SA Sample Quarterly Usage Report
Annex I	SA	Client Satisfaction Form

2. SUMMARY

2.1 This bid solicitation is a tender for bids to satisfy the Government of Canada's requirement for the provision of Learning Services to locations throughout Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements (the "Services").

Each bid may result in either a Supply Arrangement, a Standing Offer, or both. All suppliers capable of meeting the requirements of this bid solicitation are invited to submit a bid for the Services containing either an arrangement for a Supply Arrangement, or an offer for a Standing Offer, or both.

2.2 Streams/Categories of Personnel

The Services include the following Streams/Categories of Personnel:

Stream 1 - Strategic Learning Advisory Service
 Stream 2 - Instructional Design and Development Service
 Stream 3 - Custom e-Learning Product Programming Service

Stream 4 - Rapid e-Learning Product Programming Service
Stream 5 - Quality Assurance Service
Stream 6 - Multimedia Design and Development Service
Stream 7 - Project Management Service
Stream 8 - Training Delivery

For Streams 1 - 7, Bids will be evaluated on a Stream basis. Therefore, if a bidder wishes to submit a bid for services in only one specific Stream, then it has the opportunity to do so. It is not mandatory to provide a bid for all Streams to be issued an instrument; however, if a minimum response is required to obtain a Category of Personnel/ Stream, that response must be provided in the bid.

For Stream 8, bids will be evaluated on a Category of Personnel basis. Therefore, if a bidder wishes to submit a bid for services in only one specific Category of Personnel then it has the opportunity to do so. It is not mandatory to provide a bid for all Categories of Personnel to be issued an instrument; however, if a minimum response is required to obtain a Category of Stream, that response must be provided in the bid.

2.3 Clients / Identified Users

Any resulting instrument may be used by any Government Department, Departmental Corporation or Agency, or other body of the Government of Canada (including all those described in the Financial Administration Act, as amended from time to time) or any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act (each a "Client" or "Identified User").

2.4 The Period of the Instruments

The period for making call-ups against the Standing Offer is from date of issuance of the SO or December 01, 2014 (whichever is later) to May 31, 2016.

The period for awarding contracts under the Supply Arrangement is from date of issuance of the SA or December 01, 2014 (whichever is later) to May 31, 2016.

2.5 Refresh Bid Solicitations

In as much as possible, PWGSC will issue a bid solicitation intended to replace the Standing Offers and the Supply Arrangements on an annual basis. Each such replacement solicitation (a "refresh bid solicitation") requires all bidders, including those who may have received instruments under a previous solicitation, to submit a bid in response to this bid solicitation in order to continue to provide services under its resulting Standing Offers and Supply Arrangements. The terms and conditions of each refresh bid solicitation may add, modify or remove Categories of Personnel/Streams, and may otherwise modify the requirements of the previous bid solicitation. As such, the refresh solicitation stands alone, separate and apart from any previous bid solicitation. While some aspects of a bidder's refresh solicitation bid may incorporate by reference information already in the possession of Canada, all the requirements of a refresh solicitation must be met by each bidder at bid closing.

2.6 Existing Offerors and Suppliers

For the purpose of this solicitation, Offerors and Suppliers who currently hold a Standing Offer and Supply Arrangement for Learning Services in addition to the other requirements listed in this solicitation are permitted to provide a Certification (see Attachment G) that they still meet the mandatory requirements of the previous solicitation in place of submitting a technical bid for the following Streams:

Stream 1 - Strategic Learning Advisory Service
Stream 2 - Instructional Design and Development Service
Stream 3 - Custom e-Learning Product Programming Service
Stream 4 - Rapid e-Learning Product Programming Service
Stream 5 - Quality Assurance Service
Stream 6 - Multimedia Design and Development Service
Stream 7 - Project Management Service
Stream 8 - Training Delivery

2.7 On-Going Opportunity for Qualification

In as much as possible, PWGSC will post a Notice on the Government Electronic Tendering Service (GETS) on a quarterly basis to allow new suppliers to become qualified Suppliers with a Supply Arrangement. Existing qualified suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement. Existing qualified suppliers, may submit an arrangement in order to become a qualified suppliers for Categories of Personnel and/or Streams for which they were not previously qualified.

2.8 Trade Agreements

This requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.

2.9 Designation as Set Aside

Part of this procurement may be designated by one or more Identified Users as set-aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB). In these specific cases, (i) the procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses, and (ii) as per Article 1802 of the AIT, the AIT does not apply.

In order to be considered as an Aboriginal Business under the PSAB, Bidders must complete and sign the certification contained in Attachment G of Component I.

2.10 This Requirement Not for Temporary Help

For Temporary Help Services requirements (THS), THS procurement instruments will be used and not Standing Offers or Supply Arrangements resulting from this bid solicitation. Such THS requirements include the temporary absence of a public servant, a requirement for staff during a temporary workload increase that cannot be met by the available public servants, or the temporary staffing of a vacant position during a staffing action.

3. Security Requirement

There is a security requirement associated with this bid solicitation. For additional information, see Part 4 - Evaluation Procedures and Basis of Selection, Part 6A - Standing Offer and Part 7A, Supply Arrangement.

4. Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Offer/Arrangement Authority in advance of their intention to make public an announcement related to the issuance of a standing offer or supply arrangement.

5. Debriefings

After issuance of all of the Standing Offers and all Supply Arrangements resulting from the bid solicitation, and also after each subsequent Supply Arrangement quarterly calendar year evaluation for which a bidder has submitted a bid, a bidder will be notified in writing regarding the outcome of their bid evaluation. Bidders should make a request for any additional debriefing to the Offer/Arrangement Authority within 15 working days of receipt of such written notification. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

- a. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.
- b. 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 Standing Offer, Supply Arrangement and resulting contract(s).
- c. The Standard Instructions - Competitive Requirements - Request for Supply Arrangements and Standing Offers, are incorporated in Attachment H and form part of the bid solicitation, amended as follows:

At subsection 5.4:

Delete: sixty (60) days

Insert: two hundred and twenty (220) days

1.1 SACC Manual Clauses

- a. M0019T (2007-05-25), Firm Price and/or Rates
- b. M7035T (2013-07-10), List of Proposed Subcontractors
- c. M0222T (2013-04-25), Evaluation of Price

1.2 Bid Participation

- a. Although this solicitation may result in a Bidder receiving a Standing Offer, a Supply Arrangement, or both, a Bidder's bid must contain its response to all the requirements of this bid solicitation. The bid may include an offer for a Standing Offer and/or an arrangement for a Supply Arrangement in some or all Regions, Streams and/or Categories of Personnel; however, a Bidder may not submit a second bid for the same Regions, Streams and/or Categories of Personnel.
- b. One legal entity may participate in the submission of: (i) one bid from the legal entity alone, or (ii) one bid from the legal entity and one bid submitted in a joint venture, or (iii) two bids submitted in joint venture. More than two bids generated from the same legal entity is not permitted in response to this solicitation. If a legal entity participates in more than two bids, Canada will choose in its discretion which two bids to consider. If a legal entity chooses to participate in two bids, each bid must be a physically separate document, clearly marked as a separate bid. Each bid will be evaluated independently without regard to other bids submitted and, therefore, every bid submitted must be complete.

2. Submission of Bids

- a. 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 and electronically through the Data Collection Component of CPSS by the date and time as indicated on

page one of the bid solicitation for the bid elements that must or may be submitted by electronic transmission.

- 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 Bids

- a. All enquiries must be submitted in writing to the Offer/Arrangement Authority no later than fifteen (15) calendar days before the bid solicitation closing date. Enquiries received after that time may not be answered.
- b. 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 bidders 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

- a. A Standing Offer and any contract resulting from the Standing Offer, as well as a Supply Arrangement and any contract awarded under it, must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada.
- b. 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 in Attachment A to Component I - Bidder Profile. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidder.

5. Basis for Canada's Ownership of Intellectual Property - Standing Offer

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requires that bidders provide their bid in hard copy and as electronic submission as identified in the Bid Submission Grid below

Section I Technical Bid: Submitted through the Data Collection Component (DCC) of the Supplier's Module of the CPSS and one print copy and one soft copy on USB to the PWGSC Bid Receiving Unit, as detailed in Attachment E, Technical Response Template.

Section II Financial Bid: Submitted through the Data Collection Component (DCC) of the Supplier's Module of the CPSS

Section III Certification: For the Certifications as detailed in Component I, Part 5 and Attachment G, a Print copy of the Certification or submission through the DCC, as specified in the Bid Submission Grid at article 1.3 of Part 3 below.

Where information is required to be submitted in both Print copy and via the DCC, if there is a discrepancy between information received via the Data Collection Component and the Print (hard) copy, the Print copy will take precedence.

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.

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process, see the Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

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

1.1 Section I: Technical Bid

- a. In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient.

- b. This bid solicitation awards offers and arrangements based upon an evaluation that does not assess the personnel that may be provided by the bidder after the award of a Standing Offer or Supply Arrangement. As it does not require the submission of individual resources, resumes are not requested and should not be submitted with a Bidder's bid.

1.2 Section II: Financial Bid

- a. A financial bid must be submitted for a bid containing an offer for a Standing Offer.
- b. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a firm, all inclusive rate quoted in Canadian dollars in each cell requiring an entry.
- c. A financial bid must be completed for each Region and Sub-Region for which the Bidder is proposing to offer a Category of Personnel/ Stream of Work.

1.3 Section III: Certifications

- a. Bidders must submit the certifications required under Part 5.

1.4 Data Collection Component of the Supplier's Module of the CPSS

In addition to submitting a print copy to the Bid Receiving Unit, Bidders must submit their technical bids as specified in this Part 3 through the Data Collection Component of the Supplier's Module of CPSS.

To access the Data Collection Component:

- 1) Access the following CPSS link: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html>
- 2) Enroll or login to the system. Bidders must contact CPSS directly for enrollment questions or assistance.
- 3) Access this solicitation's Data Collection Component through the "Dashboard"
- 4) Enter all the required data into the Data Collection Component
- 5) Print the required parts of the Data Collection Component and submit with the hard copy of the bid by the closing date, time and location indicated on page one (1) of this solicitation. The Data Collection Component allows bidder to re-submit the electronic copy of the bid, replacing that bidder's previous electronic copy of the bid up until the closing date and time of this bid solicitation.

1.5 Bid Submission Grid

The purpose of the following grid is to assist Bidders with their bid preparation and bid submission. As the status and circumstances of each bidder is unique, it is the responsibility of each bidder to read all documents related to this solicitation and to ensure that all mandatory criteria, Certifications and elements required for bid validity are met in their bid submission. Where in the Submission Grid the symbol "&" is used, it means that the Bidder must submit the information requested through both methods.

The following terms are used below:

DCC: indicates that the Bidder must input information, as applicable, into the "Data Collection Component: Suppliers' Module of CPSS"

Solicitation No. - N° de l'invitation

E60ZH-070003/F

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

121zh

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

E60ZH-070003

121zhE60ZH-070003

Print: indicates that the Bidder must print and sign the certification and submit it with the hard copy of the bid to the Bid Receiving Unit by the submission due date.

ADD: indicates that the additional documentation is required to be submitted with the hard copy of the Bid to the Bid Receiving Unit no later than the bid closing date.

A	B	C	D
	New Learning Services Bidder (Bidder is not a current Learning Services Holder)	Existing Learning Services Holder (inactive or active) **The Bidder is NOT changing the Technical Offer already on file from any previous Learning Services solicitation	Existing Learning Services Holder (inactive or active) **The Bidder IS applying for additional Regions, Streams and/or Categories of resources
SECTION I TECHNICAL BID			
Region & Metropolitan Area selection	DCC	DCC	DCC
Mandatory M.1	DCC & ADD	Grandfather Cert.	Grandfather Cert.
Mandatory M.2 (a)	DCC & Print	Grandfather Cert.	Grandfather Cert. & DCC & Print
Mandatory M.2 (b)	DCC & Print	Grandfather Cert.	Grandfather Cert. & DCC & Print
Mandatory M.2 (c)	DCC & Print	Grandfather Cert.	Grandfather Cert. & DCC & Print
Mandatory M.2 (d)	DCC & Print	Grandfather Cert.	Grandfather Cert. & DCC & Print
Mandatory M.2 (e)	DCC & Print	Grandfather Cert.	Grandfather Cert. & DCC & Print
Mandatory M.2 (f)	DCC & Print	Grandfather Cert.	Grandfather Cert. & DCC & Print
Mandatory M.2 (g)	DCC & Print	Grandfather Cert.	Grandfather Cert. & DCC & Print
Mandatory M.2 (h)	DCC & Print	Grandfather Cert.	Grandfather Cert. & DCC & Print
SECTION II FINANCIAL BID			
Financial Offer (for RFSO only)	DCC	DCC	DCC
SECTION III CERTIFICATIONS			
Bidder's Statement	DCC & Print (Attachment G)	DCC & Print (Attachment G)	DCC & Print (Attachment G)
Grandfather Certification	N/A	DCC & Print (Attachment G)	DCC & Print (Attachment G)
FCP EE Certification	DCC	Grandfather Cert.	Grandfather Cert.
Work Force Reduction Program Certification	DCC	Grandfather Cert.	Grandfather Cert.
Former Public Servant Certification	DCC	Grandfather Cert.	Grandfather Cert.
Aboriginal Business Certification	DCC	Grandfather Cert.	Grandfather Cert.
Code of Conduct Certification	DCC	Grandfather Cert.	Grandfather Cert.
Current Security Clearance and current Document Safeguarding Clearance	DCC	Grandfather Cert.	Grandfather Cert.

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. There are several steps in the evaluation methodology, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b. An evaluation team composed of representatives of Canada will evaluate the bids. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c. If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two working days (or a longer period if specified in writing by the Offer/Arrangement Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive, unless the Offer/Arrangement Authority grants an extension in his or her sole discretion.

1.1. Technical Evaluation

- a. The mandatory technical evaluation criteria for the provision of a Standing Offer are included in Attachment B, Standing Offer Technical Evaluation.
- b. The mandatory technical evaluation criteria for the provision of a Supply Arrangement are included in Attachment C, Supply Arrangement Technical Evaluation.

1.2 Financial Evaluation

- a. The financial evaluation criteria for the provision of a Standing Offer are included in Attachment D, Standing Offer Financial Evaluation. There is no financial evaluation of bids required to be issued a Supply Arrangement.

2. Basis of Selection

- a. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement applicable to the instrument in their bid will be considered non-responsive for that instrument. The evaluation steps are as follows:

Step 1 – Technical Evaluation: Each bid will be reviewed to determine if it contains an offer for a Standing Offer that meets the mandatory requirements set out in Attachment B, Standing Offer Technical Evaluation, and to determine whether it contains an arrangement for a Supply Arrangement that meets the mandatory requirements of Attachment C, Supply Arrangement Technical Evaluation.

Within each bid, an offer must comply with the requirements of the bid solicitation and meet all mandatory requirements of Attachment B to be declared responsive to the requirement for a Standing Offer.

Within each bid, an arrangement must comply with the requirements of the bid solicitation and meet all mandatory requirements of Attachment C to be declared responsive to the requirement for a Supply Arrangement.

Step 2 – Financial Evaluation (Standing Offer Only): Each offer meeting the Mandatory Requirements for the Standing Offer technical evaluation will be evaluated in accordance with the financial requirements identified in Attachment D, Standing Offer Financial Evaluation.

Step 3 Selection and Issuance of Supply Arrangements and Standing Offers:

Each technically responsive arrangement will be recommended for the issuance of a Supply Arrangement on the terms stated in Component III.

Each technically and financially responsive offer will be recommended for issuance of a Standing Offer on the terms stated in Component II.

Where an Aboriginal Bidder qualifies for both an Aboriginal and Non-Aboriginal Supply Arrangement, only one Supply Arrangement will be awarded.

Where an Aboriginal Bidder qualifies for both an Aboriginal and Non-Aboriginal Standing Offer, only one Standing Offer will be awarded.

3. Security Requirement

- a. Before issuance of a Standing Offer or a Supply Arrangement, the Bidder must hold a valid organization security clearance as indicated in Part 6A - Standing Offer and Part 7A - Supply Arrangement.
- b. Canada will not delay the issuance of any Standing Offer or Supply Arrangement to allow bidders to obtain the required clearance; however, Canada will consider awarding a Supply Arrangement during the period that is twelve months following the closing date of the bid solicitation to a bidder if it has received its required clearance and all other requirements of the bid solicitation have been met.
- c. Bidders who have not yet received their DOS clearance from CISD by the date that the Offer/Arrangement Authority has issued any Standing Offer as a result of this solicitation will be considered non-responsive to this bid solicitation's requirements for the issuance of a Standing Offer.
- d. Bidders may request that the Offer/Arrangement Authority consider security sponsorship of their candidacy to upgrade it to the next security level that is above the bidder's current security level. Such sponsorship is only available for one level of upgrade at a time. This request may be made in the Technical Response Template or at any time before or after bid closing by sending the request via email to the attention of the Offer/Arrangement Authority.
- e. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

4. Financial Viability

- a. The Bidder must be financially viable to fulfill this requirement. To determine the Bidder's financial viability, the Offer/Arrangement Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Offer/Arrangement Authority within fifteen (15) working days of the request or as specified by the Offer/Arrangement Authority in the notice:
- (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - (b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Offer/Arrangement Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Offer/Arrangement Authority requests this information.
 - (c) If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
 - a. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - b. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Offer/Arrangement Authority requests this information.
 - (d) A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
- b. If the Bidder is a joint venture, the financial information required by the Offer/Arrangement Authority must be provided by each member of the joint venture.
- c. If the Bidder is a subsidiary of another company, then any financial information in a. (a) to (d) above required by the Offer/Arrangement Authority must also be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Bidder, and the financial viability of a parent cannot be substituted for the financial viability of the Bidder itself.
- d. Financial Information Already Provided to Public Works and Government Services Canada (PWGSC): The Bidder is not required to resubmit any financial information requested by the Offer/Arrangement Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
- (a) the Bidder identifies to the Offer/Arrangement Authority in writing the specific information that is on file and the requirement for which this information was provided; and

-
- (b) the Bidder authorizes the use of the information for this requirement.
- e. It is the Bidder's responsibility to confirm with the Offer/Arrangement Authority that this information is still on file with PWGSC.
- f. Other Information: Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial viability assessment of the Bidder. The Bidder also understands that, if it is issued a Supply Arrangement, a complete financial capability review of the Supply Arrangement Holder may also be conducted at the time individual bid solicitations are issued under the Supply Arrangement.
- g. Confidentiality: If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
- h. Before the issuance of a Standing Offer or Supply Arrangement, a bidder must not be bankrupt, under the protection of any bankruptcy legislation, or have had its activities rendered inoperable for a period of one month or more. If this requirement is not met at the time of issuance of any Standing Offer or Supply Arrangement under this bid solicitation, a bidder's bid will be considered non-responsive.

5. Insurance Requirement

- a. The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a Standing Offer and/or a Supply Arrangement as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "C".
- b. If the information is not provided in the offer, the Standing Offer and Supply Arrangement Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer and Supply Arrangement Authority within that time period will render the Offer non-responsive.

PART 5 - CERTIFICATIONS

- a. Bidders must provide the required certifications to be issued a Standing Offer or a Supply Arrangement. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.
- b. Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before issuance of an instrument) and after issuance of a Standing Offer or Supply Arrangement. The Offer/Arrangement Authority will have the right to ask for additional information to verify bidders compliance with the certifications before issuance of an instrument. 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 Offer/Arrangement Authority for additional information will also render the bid non-responsive.
- c. Joint Venture (JV) Arrangements: Except where expressly provided otherwise, any certifications required to be made by the Supplier must be made by the lead member on behalf of the JV.

1. Certifications Precedent to Issuance of an Instrument

- a. The following certifications must be signed and submitted with the hard copy of the bid to the Bid Receiving Unit by the date, time, and location indicated on page one of this solicitation.
 - i. The Grandfather Certification (existing SO/SA Holders only) - see Attachment G of this bid solicitation; and
 - ii. The Bidder's Statement (All bidders) - see Attachment E of this bid solicitation
- b. The following certifications should be provided through the Data Collection Component, but may be submitted afterwards either electronically or in hard copy. If any of these required certifications is not completed and submitted as requested, the Standing Offer and Supply Arrangement Authority will so inform the Supplier and provide the Supplier with a time frame within which to meet the requirement. Failure to comply with the request of the Supply Arrangement Authority and meet the requirements within that time period will render the bid non-responsive.

1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions found at Annex H. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP

Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

1.3 Set-Aside for Aboriginal Business

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4: Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.

The Offeror:

- i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
- ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

The Offeror must check the applicable box below:

- i. The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- ii. The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

The Offeror must check the applicable box below:

- i. The Aboriginal business has fewer than six full-time employees.

OR

- ii. The Aboriginal business has six or more full-time employees.

The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner and employee who is Aboriginal:

- i. I am _____ (insert "an owner" and/or "a full-time employee") of _____ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-Aside Program for Aboriginal Business".
- ii. I certify that the above statement is true and consent to its verification upon request by Canada.

 Printed name of owner and/or employee

 Signature of owner and/or employee

 Date

The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.

The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.

Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

Solicitation No. - N° de l'invitation

E60ZH-070003/F

Amd. No. - N° de la modif.

File No. - N° du dossier

121zhE60ZH-070003

Buyer ID - Id de l'acheteur

121zh

CCC No./N° CCC - FMS No/ N° VME

E60ZH-070003

ATTACHMENT A

**BIDDER PROFILE /
CENTRALIZED PROFESSIONAL SERVICES SYSTEM (CPSS) SUPPLIER MODULE ENROLLMENT**

As part of the Professional Services National Strategy, the following section has changed to reflect the harmonization of business rules from what is currently in Learning Services

Bidders must enter the "Company Information" in the Data Collection Component (DCC) of CPSS.

To access CPSS, follow the link: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html>

**ATTACHMENT B
STANDING OFFER TECHNICAL EVALUATION**

	Description of Criteria	Bid Preparation Instructions
M.1	<p>Minimum years in business:</p> <p>The Supplier must have been in business for a minimum of three (3) years as of the <u>date of the arrangement submission</u>.</p> <p>In case of a joint venture, <u>at least one (1) member</u> of the joint venture must meet the minimum three-year requirement.</p>	<p>The following information must, as a minimum, be provided:</p> <p>(i) Legal documents (e.g. Incorporation certificate, business registration or tax returns) confirming the number of years the firm has been in business.</p> <p>(ii) If the Supplier legal entity has been incorporated or otherwise created less than 3 years before bid closing as the result of a corporate change under which it has, in law, assumed all of the assets, undertaking, operational capability, skills and resources of other legal entities, then Canada will consider the 3 year minimum requirement to be met if the Supplier legal entity demonstrates to Canada's satisfaction that:</p> <p>a) the Supplier legal entity has been incorporated or otherwise created as the result of a corporate change under which it has in law assumed all of the assets, undertaking, operational capability, skills and resources of other legal entities;</p> <p>b) each of the other legal entities carried on business, uninterrupted and in the normal course, for at least 3 years before the corporate change;</p> <p>c) the Supplier legal entity has carried on the business of all of the other legal entities in the normal course, uninterrupted from and after the date of the corporate change;</p> <p>d) the corporate change was solely for tax or other purposes unrelated to the business of the other legal entities and does not affect the ability of the Supplier legal entity to carry on the business that had been carried on by the other legal entities; and</p> <p>e) the Supplier legal entity, as of the date of bid closing, maintains the same assets,</p>

		<p>undertaking, operational capability, skills and resources as the other legal entities had maintained before the corporate change.</p> <p>f) In these circumstances, Canada may require from the Supplier an unqualified legal opinion from an independent law firm stating that the supplier legal entity meets all of the above requirements. Canada reserves the right to require other detail and material to verify that the above requirements are met. If Canada is not satisfied that the above requirements have been met, the Supplier legal entity's arrangement will be considered non-compliant. Canada reserves the right to request proof of any information provided by the Supplier. If the information cannot be validated, the Supplier's arrangement will be considered non-compliant.</p>
M.2	<p>Streams of Service</p> <p>For the stream(s) that the Supplier wants to provide services under, the Supplier must provide the following:</p>	
M.2(a)	<p>Stream 1 – Strategic Learning Advisory Services</p>	
	<p>The Supplier must have billed a total cumulative dollar value of \$150,000 (GST/HST excluded) in Strategic Advisory Services for Training similar in nature to those described in Annex "A" Requirements to Outside Clients** within the last five (5) years (as of bid posting).</p> <p>The following information must, as a minimum, be provided:</p> <ol style="list-style-type: none"> Name of the Joint-venture member for the referenced project (if applicable); Name of Client Organization; Brief description of the Scope and Objective of the project to clearly show relevancy of the project; Start and End dates of the project (from-to dates in month/year). If the project was completed in the month/year that the RFSA is closing, provide day/month/year to demonstrate that the project is completed at the date of your bid or the bid closing date whichever comes first; and 	<p>The following information should, as a minimum, be provided for each of the projects cited:</p> <ol style="list-style-type: none"> Name of the client reference; and Telephone number, fax number, and e-mail address of the client reference.

	e. Project value – total amount invoiced in Instructional Design and Development costs for the project.	
M.2(b)	Stream 2 - Instructional Design and Development Services	
1)	<p>The Supplier must have billed a total cumulative dollar value of \$300,000 (GST/HST excluded) in Instructional Design and Development Services of traditional learning and/or eLearning Products similar in nature to those described in Annex “A” Requirements to Outside Clients** within the last five (5) years (as of bid posting).</p> <p>The following information must, as a minimum, be provided:</p> <ul style="list-style-type: none"> i. Name of the Joint-venture member for the referenced project (if applicable); ii. Name of Client Organization; iii. Brief description of the Scope and Objective of the project to clearly show relevancy of the project; iv. Start and End dates of the project (from-to dates in month/year). If the project was completed in the month/year that the RFSA is closing, provide day/month/year to demonstrate that the project is completed at the date of your bid or the bid closing date whichever comes first; and v. Project value – total amount invoiced in Instructional Design and Development costs for the project. 	<p>The following information should, as a minimum, be provided for each of the projects cited:</p> <ul style="list-style-type: none"> a. Name of the client reference; Telephone number, fax number, and e-mail address of the client reference.
2)	<p>The Supplier must have billed a total cumulative dollar value of \$100,000 (GST/HST excluded) in Technical Writing services similar in nature to those described in Annex “A” Requirements to Outside Clients** within the last five (5) years (as of bid posting).</p> <p>The following information must, as a minimum, be provided:</p> <ul style="list-style-type: none"> i. Name of the Joint-venture member for the referenced project (if applicable); ii. Name of Client Organization; iii. Brief description of the Scope and Objective of the project to clearly show relevancy of the project; 	<p>The following information should, as a minimum, be provided for each of the projects cited:</p> <ul style="list-style-type: none"> a. Name of the client reference; Telephone number, fax number, and e-mail address of the client reference.

	<p>iv. Start and End dates of the project (from-to dates in month/year). If the project was completed in the month/year that the RFSA is closing, provide day/month/year to demonstrate that the project is completed at the date of your bid or the bid closing date whichever comes first; and</p> <p>v. Project value – total amount invoiced in Instructional Design and Development costs for the project.</p>	
M.2(c)	Stream 3 – Custom Elearning Product Programming	
	<p>The Supplier must have billed a total cumulative value of \$300,000 (GST/HST excluded) in Elearning Product Programming Services similar in nature to those described in Annex “A” Requirements to Outside Clients** within the last five (5) years (as of bid posting).</p> <p>The following information must, as a minimum, be provided:</p> <p>a. Name of the Joint-venture member for the referenced project (if applicable);</p> <p>b. Name of Client Organization;</p> <p>c. Brief description of the Scope and Objective of the project to clearly show relevancy of the project;</p> <p>d. Start and End dates of the project (from-to dates in month/year). If the project was completed in the month/year that the RFSA is closing, provide day/month/year to demonstrate that the project is completed at the date of your bid or the bid closing date whichever comes first; and</p> <p>e. Project value – total amount invoiced in Elearning Product Programming costs for the project.</p>	<p>The following information should, as a minimum, be provided for each of the projects cited:</p> <p>a. Name of the client reference; and</p> <p>b. Telephone number, fax number, and e-mail address of the client reference.</p>
M.2(d)	Stream 4 – Rapid eLearning Product Programming	
	<p>The Supplier must have billed a total cumulative value of \$150,000 (GST/HST excluded) in Rapid eLearning Product Programming Services similar in nature to those described in Annex “A” Requirements to Outside Clients** within the last five (5) years (as of bid posting).</p>	<p>The following information should, as a minimum, be provided for each of the projects cited:</p> <p>a. Name of the client reference; and</p> <p>b. Telephone number, fax number, and e-mail address of the client reference.</p>

	<p>The following information must, as a minimum, be provided:</p> <ul style="list-style-type: none"> i. Name of the Joint-venture member for the referenced project (if applicable); ii. Name of Client Organization; iii. Brief description of the Scope and Objective of the project to clearly show relevancy of the project; iv. Start and End dates of the project (from-to dates in month/year). If the project was completed in the month/year that the RFSA is closing, provide day/month/year to demonstrate that the project is completed at the date of your bid or the bid closing date whichever comes first; and v. Project value – total amount invoiced in eLearning Product Programming costs for the project. 	
M.2(e)	Stream 5 – Quality Assurance	
	<p>The Supplier must have billed a total cumulative value of \$50,000 (GST/HST excluded) in Quality Assurance Services on eLearning Product(s) similar in nature to those described in Annex “A” to Outside Clients** within the last five (5) years (as of bid posting).</p> <p>The following information must, as a minimum, be provided:</p> <ul style="list-style-type: none"> a. Name of the Joint-venture member for the referenced project (if applicable); b. Name of Client Organization; c. Brief description of the Scope and Objective of the project to clearly show relevancy of the project; d. Start and End dates of the project (from-to dates in month/year). If the project was completed in the month/year that the RFSA is closing, provide day/month/year to demonstrate that the project is completed at the date of your bid or the bid closing date whichever comes first; and e. Project value – total amount invoiced in Quality Assurance on eLearning Product(s) costs for the project. 	<p>The following information should, as a minimum, be provided for each of the projects cited:</p> <ul style="list-style-type: none"> a. Name of the client reference; and b. Telephone number, fax number, and e-mail address of the client reference.
M.2(f)	Stream 6 - Multi-Media Design and Development	

1)	<p>The Supplier must have billed a total cumulative value of \$300,000 (GST/HST excluded) in Multi-Media Design and Development Services for traditional learning and/or eLearning Products similar in nature to those described in Annex "A" to Outside Clients** within the last five (5) years (as of bid posting).</p> <p>The following information must, as a minimum, be provided:</p> <ul style="list-style-type: none"> a. Name of the Joint-venture member for the referenced project (if applicable); b. Name of Client Organization; c. Brief description of the Scope and Objective of the project to clearly show relevancy of the project; d. Start and End dates of the project (from-to dates in month/year). If the project was completed in the month/year that the RFSA is closing, provide day/month/year to demonstrate that the project is completed at the date of your bid or the bid closing date whichever comes first; and e. Project value – total amount invoiced in Multi-media Design and Development Services costs for the project. 	<p>The following information should, as a minimum, be provided for each of the projects cited:</p> <ul style="list-style-type: none"> a. Name of the client reference; b. Telephone number, fax number, and e-mail address of the client reference.
M.2(g)	Stream 7 - Project Management	
1)	<p>The Supplier must have billed a total cumulative value of \$150,000 (GST/HST excluded) in Project Management Services for traditional learning and/or eLearning Products similar in nature to those described in Annex "A" Requirement to Outside Clients within the last five (5) years (as of bid posting).</p> <p>The following information must, as a minimum, be provided:</p> <ul style="list-style-type: none"> a. Name of the Joint-venture member for the referenced project (if applicable); b. Name of Client Organization; c. Brief description of the Scope and Objective of the project to clearly show relevancy of the project; d. Start and End dates of the project (from-to dates in month/year). If the project was completed in the 	<p>The following information should, as a minimum, be provided for each of the projects cited:</p> <ul style="list-style-type: none"> a. Name of the client reference; and b. Telephone number, fax number, and e-mail address of the client reference.

	<p>month/year that the RFSA is closing, provide day/month/year to demonstrate that the project is completed at the date of your bid or the bid closing date whichever comes first; and</p> <p>e. Project value – total amount invoiced in Project Management Services costs for the project.</p>	
M.2(h)	Stream 8 – Training Delivery	
	<p>The Supplier must have billed a total cumulative value of \$150,000 (GST/HST excluded) in providing Instructors, and/or Training Facilitators similar in nature to those described in Annex “A” Requirements to Outside Clients** within the last five (5) years (as of bid posting).</p> <p>The following information must, as a minimum, be provided:</p> <p>a. Name of the Joint-venture member for the referenced project (if applicable);</p> <p>b. Name of Client Organization;</p> <p>c. Brief description of the Scope and Objective of the project to clearly show relevancy of the project;</p> <p>d. Start and End dates of the project (from-to dates in month/year). If the project was completed in the month/year that the RFSA is closing, provide day/month/year to demonstrate that the project is completed at the date of your bid or the bid closing date whichever comes first; and</p> <p>e. Project value – total amount invoiced in Instructing and/or Training Facilitation costs for the project.</p>	<p>The following information should, as a minimum, be provided for each of the projects cited:</p> <p>a. Name of the client reference; and</p> <p>b. Telephone number, fax number, and e-mail address of the client reference.</p>

**ATTACHMENT C
SUPPLY ARRANGEMENT TECHNICAL EVALUATION**

	Description of Criteria	Bid Preparation Instructions
M.1	<p>Minimum years in business:</p> <p>The Supplier must have been in business for a minimum of three (3) years as of the <u>date of the arrangement submission</u>.</p> <p>In case of a joint venture, <u>at least one (1) member</u> of the joint venture must meet the minimum three-year requirement.</p>	<p>The following information must, as a minimum, be provided:</p> <p>(i) Legal documents (e.g. Incorporation certificate, business registration or tax returns) confirming the number of years the firm has been in business.</p> <p>(ii) If the Supplier legal entity has been incorporated or otherwise created less than 3 years before bid closing as the result of a corporate change under which it has, in law, assumed all of the assets, undertaking, operational capability, skills and resources of other legal entities, then Canada will consider the 3 year minimum requirement to be met if the Supplier legal entity demonstrates to Canada's satisfaction that:</p> <p>a) the Supplier legal entity has been incorporated or otherwise created as the result of a corporate change under which it has in law assumed all of the assets, undertaking, operational capability, skills and resources of other legal entities;</p> <p>b) each of the other legal entities carried on business, uninterrupted and in the normal course, for at least 3 years before the corporate change;</p> <p>c) the Supplier legal entity has carried on the business of all of the other legal entities in the normal course, uninterrupted from and after the date of the corporate change;</p> <p>d) the corporate change was solely for tax or other purposes unrelated to the business of the other legal entities and does not affect the ability of the Supplier legal entity to carry on the business that had been carried on by the other legal entities; and</p> <p>e) the Supplier legal entity, as of the date of bid closing, maintains the same assets, undertaking, operational capability, skills</p>

		<p>and resources as the other legal entities had maintained before the corporate change.</p> <p>f) In these circumstances, Canada may require from the Supplier an unqualified legal opinion from an independent law firm stating that the supplier legal entity meets all of the above requirements. Canada reserves the right to require other detail and material to verify that the above requirements are met. If Canada is not satisfied that the above requirements have been met, the Supplier legal entity's arrangement will be considered non-compliant. Canada reserves the right to request proof of any information provided by the Supplier. If the information cannot be validated, the Supplier's arrangement will be considered non-compliant.</p>
M.2	<p>Streams of Service</p> <p>For the stream(s) that the Supplier wants to provide services under, the Supplier must provide the following:</p>	
M.2(a)	<p>Stream 1 – Strategic Learning Advisory Services</p>	
	<p>The Supplier must have billed a total cumulative dollar value of \$150,000 (GST/HST excluded) in Strategic Advisory Services for Training similar in nature to those described in Annex "A" Requirements to Outside Clients** within the last five (5) years (as of bid posting).</p> <p>The following information must, as a minimum, be provided:</p> <ol style="list-style-type: none"> Name of the Joint-venture member for the referenced project (if applicable); Name of Client Organization; Brief description of the Scope and Objective of the project to clearly show relevancy of the project; Start and End dates of the project (from-to dates in month/year). If the project was completed in the month/year that the RFSA is closing, provide day/month/year to demonstrate that the project is completed at the date of your bid or the bid closing date whichever comes first; and 	<p>The following information should, as a minimum, be provided for each of the projects cited:</p> <ol style="list-style-type: none"> Name of the client reference; and Telephone number, fax number, and e-mail address of the client reference.

	e. Project value – total amount invoiced in Instructional Design and Development costs for the project.	
M.2(b)	Stream 2 - Instructional Design and Development Services	
1)	<p>The Supplier must have billed a total cumulative dollar value of \$300,000 (GST/HST excluded) in Instructional Design and Development Services of traditional learning and/or eLearning Products similar in nature to those described in Annex “A” Requirements to Outside Clients** within the last five (5) years (as of bid posting).</p> <p>The following information must, as a minimum, be provided:</p> <ul style="list-style-type: none"> i. Name of the Joint-venture member for the referenced project (if applicable); ii. Name of Client Organization; iii. Brief description of the Scope and Objective of the project to clearly show relevancy of the project; iv. Start and End dates of the project (from-to dates in month/year). If the project was completed in the month/year that the RFSA is closing, provide day/month/year to demonstrate that the project is completed at the date of your bid or the bid closing date whichever comes first; and v. Project value – total amount invoiced in Instructional Design and Development costs for the project. 	<p>The following information should, as a minimum, be provided for each of the projects cited:</p> <ul style="list-style-type: none"> a. Name of the client reference; Telephone number, fax number, and e-mail address of the client reference.
2)	<p>The Supplier must have billed a total cumulative dollar value of \$100,000 (GST/HST excluded) in Technical Writing services similar in nature to those described in Annex “A” Requirements to Outside Clients** within the last five (5) years (as of bid posting).</p> <p>The following information must, as a minimum, be provided:</p> <ul style="list-style-type: none"> i. Name of the Joint-venture member for the referenced project (if applicable); ii. Name of Client Organization; iii. Brief description of the Scope and Objective of the project to clearly show relevancy of the project; 	<p>The following information should, as a minimum, be provided for each of the projects cited:</p> <ul style="list-style-type: none"> a. Name of the client reference; Telephone number, fax number, and e-mail address of the client reference.

	<p>iv. Start and End dates of the project (from-to dates in month/year). If the project was completed in the month/year that the RFSA is closing, provide day/month/year to demonstrate that the project is completed at the date of your bid or the bid closing date whichever comes first; and</p> <p>v. Project value – total amount invoiced in Instructional Design and Development costs for the project.</p>	
M.2(c)	Stream 3 – Custom Elearning Product Programming	
	<p>The Supplier must have billed a total cumulative value of \$300,000 (GST/HST excluded) in Elearning Product Programming Services similar in nature to those described in Annex “A” Requirements to Outside Clients** within the last five (5) years (as of bid posting).</p> <p>The following information must, as a minimum, be provided:</p> <p>a. Name of the Joint-venture member for the referenced project (if applicable);</p> <p>b. Name of Client Organization;</p> <p>c. Brief description of the Scope and Objective of the project to clearly show relevancy of the project;</p> <p>d. Start and End dates of the project (from-to dates in month/year). If the project was completed in the month/year that the RFSA is closing, provide day/month/year to demonstrate that the project is completed at the date of your bid or the bid closing date whichever comes first; and</p> <p>e. Project value – total amount invoiced in Elearning Product Programming costs for the project.</p>	<p>The following information should, as a minimum, be provided for each of the projects cited:</p> <p>a. Name of the client reference; and</p> <p>b. Telephone number, fax number, and e-mail address of the client reference.</p>
M.2(d)	Stream 4 – Rapid eLearning Product Programming	
	<p>The Supplier must have billed a total cumulative value of \$150,000 (GST/HST excluded) in Rapid eLearning Product Programming Services similar in nature to those described in Annex “A” Requirements to Outside Clients** within the last five (5) years (as of bid posting).</p>	<p>The following information should, as a minimum, be provided for each of the projects cited:</p> <p>a. Name of the client reference; and</p> <p>b. Telephone number, fax number, and e-mail address of the client reference.</p>

	<p>The following information must, as a minimum, be provided:</p> <ul style="list-style-type: none"> i. Name of the Joint-venture member for the referenced project (if applicable); ii. Name of Client Organization; iii. Brief description of the Scope and Objective of the project to clearly show relevancy of the project; iv. Start and End dates of the project (from-to dates in month/year). If the project was completed in the month/year that the RFSA is closing, provide day/month/year to demonstrate that the project is completed at the date of your bid or the bid closing date whichever comes first; and v. Project value – total amount invoiced in eLearning Product Programming costs for the project. 	
M.2(e)	Stream 5 – Quality Assurance	
	<p>The Supplier must have billed a total cumulative value of \$50,000 (GST/HST excluded) in Quality Assurance Services on eLearning Product(s) similar in nature to those described in Annex “A” to Outside Clients** within the last five (5) years (as of bid posting).</p> <p>The following information must, as a minimum, be provided:</p> <ul style="list-style-type: none"> a. Name of the Joint-venture member for the referenced project (if applicable); b. Name of Client Organization; c. Brief description of the Scope and Objective of the project to clearly show relevancy of the project; d. Start and End dates of the project (from-to dates in month/year). If the project was completed in the month/year that the RFSA is closing, provide day/month/year to demonstrate that the project is completed at the date of your bid or the bid closing date whichever comes first; and e. Project value – total amount invoiced in Quality Assurance on eLearning Product(s) costs for the project. 	<p>The following information should, as a minimum, be provided for each of the projects cited:</p> <ul style="list-style-type: none"> a. Name of the client reference; and b. Telephone number, fax number, and e-mail address of the client reference.
M.2(f)	Stream 6 - Multi-Media Design and Development	

1)	<p>The Supplier must have billed a total cumulative value of \$300,000 (GST/HST excluded) in Multi-Media Design and Development Services for traditional learning and/or eLearning Products similar in nature to those described in Annex "A" to Outside Clients** within the last five (5) years (as of bid posting).</p> <p>The following information must, as a minimum, be provided:</p> <ul style="list-style-type: none"> a. Name of the Joint-venture member for the referenced project (if applicable); b. Name of Client Organization; c. Brief description of the Scope and Objective of the project to clearly show relevancy of the project; d. Start and End dates of the project (from-to dates in month/year). If the project was completed in the month/year that the RFSA is closing, provide day/month/year to demonstrate that the project is completed at the date of your bid or the bid closing date whichever comes first; and e. Project value – total amount invoiced in Multi-media Design and Development Services costs for the project. 	<p>The following information should, as a minimum, be provided for each of the projects cited:</p> <ul style="list-style-type: none"> a. Name of the client reference; b. Telephone number, fax number, and e-mail address of the client reference.
M.2(g)	Stream 7 - Project Management	
1)	<p>The Supplier must have billed a total cumulative value of \$150,000 (GST/HST excluded) in Project Management Services for traditional learning and/or eLearning Products similar in nature to those described in Annex "A" Requirement to Outside Clients within the last five (5) years (as of bid posting).</p> <p>The following information must, as a minimum, be provided:</p> <ul style="list-style-type: none"> a. Name of the Joint-venture member for the referenced project (if applicable); b. Name of Client Organization; c. Brief description of the Scope and Objective of the project to clearly show relevancy of the project; d. Start and End dates of the project (from-to dates in month/year). If the project was completed in the 	<p>The following information should, as a minimum, be provided for each of the projects cited:</p> <ul style="list-style-type: none"> a. Name of the client reference; and b. Telephone number, fax number, and e-mail address of the client reference.

	<p>month/year that the RFSA is closing, provide day/month/year to demonstrate that the project is completed at the date of your bid or the bid closing date whichever comes first; and</p> <p>e. Project value – total amount invoiced in Project Management Services costs for the project.</p>	
M.2(h)	Stream 8 – Training Delivery	
	<p>The Supplier must have billed a total cumulative value of \$150,000 (GST/HST excluded) in providing Instructors, and/or Training Facilitators similar in nature to those described in Annex “A” Requirements to Outside Clients** within the last five (5) years (as of bid posting).</p> <p>The following information must, as a minimum, be provided:</p> <p>a. Name of the Joint-venture member for the referenced project (if applicable);</p> <p>b. Name of Client Organization;</p> <p>c. Brief description of the Scope and Objective of the project to clearly show relevancy of the project;</p> <p>d. Start and End dates of the project (from-to dates in month/year). If the project was completed in the month/year that the RFSA is closing, provide day/month/year to demonstrate that the project is completed at the date of your bid or the bid closing date whichever comes first; and</p> <p>e. Project value – total amount invoiced in Instructing and/or Training Facilitation costs for the project.</p>	<p>The following information should, as a minimum, be provided for each of the projects cited:</p> <p>a. Name of the client reference; and</p> <p>b. Telephone number, fax number, and e-mail address of the client reference.</p>

ATTACHMENT D STANDING OFFER FINANCIAL EVALUATION

- (a) Offerors must submit a Financial Offer in response to this RFSO for the Streams for which they are bidding.
- (b) With the possibility of new Offerors and new rates, existing Offerors may no longer be considered "Active" based on the evaluation methodology. In accordance with the financial evaluation defined below, existing SO Holders must submit rates through the Data Collection Component (DCC of the Supplier's Module of the CPSS).

FOR STREAMS 1 - 8

1. Provision of firm all inclusive per diem rates

The Offeror must provide firm per diem rate for all Levels of Expertise (i.e. Junior, Intermediate, Senior) for each Resource Category for each Stream in each Region and sub-region the Offeror is submitting an Offer.

The firm all inclusive per diem rates are to be, in Canadian dollars, Applicable Tax extra, as applicable.

- (a) For Canadian-based Offerors, firm all inclusive per diem rates must be with Canadian customs duties and excise taxes as applicable included.
- (b) For foreign-based Offerors, firm all inclusive per diem rates must include Canadian customs duties and excise taxes, as applicable.

2. Conduct of Financial Evaluation

PWGSC will conduct the financial evaluation based on the methodology detailed below using the firm all inclusive per diem rates proposed by the Offeror .

- (a) For the technically responsive Offerors, the financial offers submitted in response to this solicitation will be assessed independently.
- (b) The following steps will be taken for each Stream in each Region and sub-region:
- Definition of Original Median - the median calculated from all technically responsive offers submitted in the RFSO
 - Definition of Adjusted Median - the median calculated by removing all offers greater than 40% and all offers lower than minus 40% of the Original Median.

Step 1 Each Offeror will have a "total evaluated cost" calculated for every Stream in each Region and sub-region it submitted an Offer. The total evaluated cost will be determined in accordance with the Financial Offer template in Attachment "F".

Step 2 An "Original Median" will be calculated for every Stream using the Total Evaluated Cost calculated in Step 1. A median is the middle offer in a set of offers whereby half the offers are greater and half are lower. For example in the set {100, 150, 200, 400, 900}, the median is 200.

-
- Step 3**
- (i) Each of the remaining offers that have a 'total evaluated cost' that falls outside the "Original Median" band of plus or minus 40% for a stream will be removed from the total evaluated cost population.
 - (ii) The "Adjusted Median" will be based on those offers with a total evaluated costs falling within the "Original Median" band of plus or minus 40% for the Stream.
- Step 4**
- (i) Any Offeror proposing a total evaluated cost greater than the "Adjusted Median" band of plus 40% will be considered not financially compliant and will be considered "Inactive" and will receive no further consideration for that Stream. The Offeror will not be available to Identified User for any new requirements raised under the SO for that specific Stream for the SO period.
 - (ii) Any Offeror proposing a total evaluated cost that is less than or equal to the "Adjusted Median" band of plus 40% will be considered compliant for that specific Stream. The Offeror will be authorized for use by Identified Users for those Consultant Categories and Levels of Expertise within that specific Stream for the SO period.

**ATTACHMENT E
TECHNICAL RESPONSE TEMPLATE / CPSS SUPPLIER MODULE - DATA COLLECTION
COMPONENT**

Note to Bidders:

The metropolitan areas and the regions are independent from one another and care should be taken when making a selection.

1. By selecting "all Regions and Metropolitan areas" in the DCC, the bidder is selecting all possible regions and metropolitan areas including the "National Zone".
2. By selecting "National Zone" in the DCC, the Bidder is not automatically selecting all Regions and/or Metropolitan Areas; the Bidder is only selecting the zone known as "National Zone".

For example, when a client runs a search under the "National Zone", they are indicating that the work is to be performed at the Contractor's location and is not required to be performed in any specific geographic location. One possible scenario is that the client for whom the work is performed is in Halifax, while the Contractor could be located in Vancouver and no travel is required on the Contractor's behalf.

3. Region in the DCC, the Bidder is not automatically selecting the Metropolitan areas within that Region.

For example, if you wish to offer services in the Atlantic Region, including the metropolitan areas of Halifax and Moncton, then you must select all of them in the DCC (ie: the Atlantic Region, the Halifax metropolitan area, and the Moncton metropolitan area). A bidder who indicates in the DCC that they want to provide services to the Atlantic Region but does not select Halifax or Moncton, will result in their company not appearing on any search result lists where the client department runs the search under the metropolitan areas of Halifax or Moncton.

"Definitions of the National Zone, Regions and Metropolitan Areas" can be found here:
<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzmra-eng.html>

The "Data Collection Component" DCC of CPSS serves to replace the Technical Response Template.

The Data Collection Component of CPSS can be accessed through the CPSS website:

[Http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html](http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html)

In addition to submitting a print copy to the Bid Receiving Unit, Bidders must submit their technical bids as specified in this Part 3 through the Data Collection Component of the Supplier's Module of CPSS.

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E60ZH-070003/F

Amd. No. - N° de la modif.

File No. - N° du dossier

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Buyer ID - Id de l'acheteur

121zh

CCC No./N° CCC - FMS No/ N° VME

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ATTACHMENT F

FINANCIAL RESPONSE TEMPLATE / CENTRALIZED PROFESSIONAL SERVICES SYSTEM (CPSS) SUPPLIER MODULE DATA COLLECTION COMPONENT

As part of the Professional Services National Strategy, the following section has changed to reflect the harmonization of business rules from what is currently in Learning Services

Bidders must enter the "Financial Offer" in the Data Collection Component (DCC) of CPSS.

To access CPSS, follow the link: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html>

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Amd. No. - N° de la modif.

File No. - N° du dossier

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Buyer ID - Id de l'acheteur

121zh

CCC No./N° CCC - FMS No/ N° VME

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

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ATTACHMENT G

**CERTIFICATION RESPONSE TEMPLATE /
CENTRALIZED PROFESSIONAL SERVICES SYSTEM (CPSS) SUPPLIER MODULE DATA
COLLECTION COMPONENT**

The relevant information for each Certification is located in Component I, Part 5 and in the CPSS Data Collection Component - Certifications.

1. GRANDFATHER CERTIFICATION (Current Learning Services SOSA Holders Only):

Bidders that were awarded a Supply Arrangement for Learning Services RFSA (E60ZH-070003/D), who wish to rely on information previously submitted to demonstrate compliance in their bid with a mandatory criteria of this bid solicitation, must sign and submit in hard copy the following Grandfather Certification to the Bid Receiving Unit by the date of bid submission. The Bidder certifies that, in respect of each of the following mandatory requirement(s), for its Supply Arrangement:

- (i) it meets the mandatory requirement as of the date of bid submission and;
- (ii) there exists information on file with the Supply Arrangement Authority demonstrating that the Bidder has met the mandatory criteria as per the last RFSA E60ZH-070003/D, and;
- (iii) all such information remains true, accurate and unchanged, and may be used for the purposes of this solicitation; and
- (iv) since the date the mandatory or certification was first met (as evidenced by the date of issuance of the supply arrangement and/or standing offer), the Bidder has continuously met at the date of bid submission all the qualification requirements related to the supply arrangement and/or standing offer necessary to remain an Offeror of the Services, and no arrangement or offer has been canceled by PWGSC or withdrawn by the Bidder

SIGNATURE: _____ DATE: _____

Print Name: _____

Legal Name of Bidder : _____

(Current Holders: Print, sign, and submit this Certification with the hard copy of your bid)

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CCC No./N° CCC - FMS No/ N° VME

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2. BIDDERS STATEMENT (ALL BIDDERS)

All bidders must sign and submit the following "Bidder's Statement" with the hard copy of their bid to the Bid Receiving Unit by the date and, time of the date of bid submission:

We certify that all statements made with regard to these requirements are accurate and factual, and we are aware that the Department of Public Works and Government Services Canada reserves the right to verify any information provided in this regard. Untrue statements may result in the Bidder's proposal being declared non-compliant in its entirety, current Learning Services SO/SA Holders becoming ineligible to receive further solicitations, and any other action which Canada may consider appropriate.

SIGNATURE: _____ DATE: _____

Print Name: _____

Legal Name of Bidder : _____

(ALL BIDDERS: Print, sign, and submit this certification with the hard copy of your bid)

Solicitation No. - N° de l'invitation

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File No. - N° du dossier

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Buyer ID - Id de l'acheteur

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

E60ZH-070003

CCC No./N° CCC - FMS No/ N° VME

ATTACHMENT H
STANDARD INSTRUCTIONS - COMPETITIVE REQUIREMENTS - REQUEST FOR SUPPLY
ARRANGEMENTS AND STANDING OFFERS

Title Standard Instructions - Request for Standing Offers and Supply Arrangements - Competitive Requirements

General Information

01 Integrity Provisions - Offer

02 Procurement Business Number

03 Standard Instructions, Clauses and Conditions

04 Definition of Offeror

05 Submission of Offers

06 Late Offers

07 Delayed Offers

08 Transmission by Facsimile

09 Customs Clearance

10 Legal Capacity

11 Rights of Canada

12 Rejection of Offer

13 Communications - Solicitation Period

14 Price Justification

15 Offer Costs

16 Conduct of Evaluation

17 Joint Venture

18 Conflict of Interest - Unfair Advantage

19 Entire Requirement

20 Further Information

General Information

One method of supply used by Public Works and Government Services Canada (PWGSC) to satisfy the requirements of departments and agencies is to arrange with suppliers to submit a standing offer to provide goods, services or both during a specified period. Specific departments and agencies are then authorized by PWGSC to make call-ups against the standing offer detailing the exact quantities of goods or level of services they wish to order at a particular time, during the effective period of the standing offer in accordance with the predetermined conditions.

The process normally starts with a Request for Standing Offers (RFSO) that suppliers may obtain through the Government Electronic Tendering Service (GETS). A RFSO is an invitation to suppliers to provide PWGSC with a standing offer. The quantity of goods, level of services and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to procure or contract for any goods, services or both. A standing offer is not a contract. The issuance by PWGSC of a Standing Offer and Call-up Authority to successful suppliers and to departments and agencies authorized to make call-ups does not constitute an agreement by Canada to order any or all of the goods, services or both offered. Departments and agencies may make one or several call-ups against a standing offer.

01 (2014-03-01) Integrity Provisions - Offer

1. Offerors must comply with the Code of Conduct for Procurement. In addition, offerors must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the RFSO, Standing Offer (SO) and any resulting contracts, and submit offers as well as enter into contracts only if they will fulfill all obligations of the Contract.
2. By submitting an offer, offerors confirm that they understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be issued a Standing Offer and awarded a contract. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of issuance of the Standing Offer (SO). If it is determined, after issuance of the SO, that the Offeror made a false declaration, Canada will, following a notice period, have the right to set aside the SO and to terminate for default any resulting contracts. The Offeror will be required to diligently maintain up-to-date the information requested. The Offeror and any of the Offeror's Affiliates, will also be required to remain free and clear of any acts or convictions specified in these Integrity Provisions during the period of any SO arising from this RFSO and any resulting call-ups.
3. Affiliates:

For the purpose of these Integrity Provisions, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Offeror's Affiliates if:

- a. directly or indirectly either one controls or has the power to control the other, or
- b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a

business entity created following the acts or convictions specified in these Integrity Provisions which has the same or similar management, ownership, or principal employees, as the case may be.

4. Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner. Offerors submitting offers as societies, firms, or partnerships do not need to provide lists of names.

If the required names have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the offer non-responsive. Providing the required names is a mandatory requirement for a Standing Offer to be issued.

Canada may, at any time, request that the Offeror provide properly completed and signed consent forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process will result in the offer being declared non-responsive.

5. The Offeror must diligently inform Canada in writing of any changes affecting the list of names of directors during this procurement process as well as during the period of any Standing Offer arising from this RFSO and any resulting call-ups. The Offeror must also, when requested, provide Canada with properly completed and signed consent forms.
6. By submitting an offer, the Offeror certifies that it is aware, and that its Affiliates are aware that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified in these Integrity Provisions, through independent research, use of any government resources or by contacting third parties.
7. By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror's Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer and any resulting call-ups if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
8. Time Period

The Time Period is 10 years and is measured from the date of the conviction or from the date of the conditional or absolute discharge.

In addition, for a conviction under paragraphs a. or b. of subsection 9, following the 10-year period, a pardon or a record suspension must have been obtained, or capacities must have been restored by the Governor in Council. The Offeror must therefore provide with its offer or promptly afterwards a copy of confirming documentation from an official source for its certification to be found true by Canada for the purpose of these Integrity Provisions. If the documentation has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply within the time frame specified will render the offer non-responsive.

9. By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror's Affiliates have been convicted of an offence or received a conditional or an absolute discharge under any of the following provisions, unless the time period, as defined in the Time Period subsection, has elapsed:
- a. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or
 - b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code, or
 - c. section 119 (Bribery of judicial officers, etc), section 120 (Bribery of officers), section 346 (Extortion), sections 366 to 368 (Forgery and other offences resembling forgery), section 382 (Fraudulent manipulation of stock exchange transactions), section 382.1 (Prohibited insider trading), section 397 (Falsification of books and documents), section 422 (Criminal breach of contract), section 426 (Secret commissions), section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code, or
 - d. section 45 (Conspiracies, agreements or arrangements between competitors), section 46 (Foreign directives), section 47 (Bid rigging), section 49 (Agreements or arrangements of federal financial institutions), section 52 (False or misleading representation), section 53 (Deceptive notice of winning a prize) of the Competition Act, or
 - e. section 239 (False or deceptive statements) of the Income Tax Act, or
 - f. section 327 (False or deceptive statements) of the Excise Tax Act, or
 - g. section 3 (Bribing a foreign public official), section 4 (Accounting), or section 5 (Offence committed outside Canada) of the Corruption of Corruption of Foreign Public Officials Act, or
 - h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.

The Offeror also certifies that no one convicted under any of the provisions under a. or b. are to receive any benefit under a Standing Offer arising from this Request for Standing Offers and any resulting call-ups, unless a pardon or a record suspension has been obtained or capacities restored by the Governor in Council, as defined in the Time Period subsection.

10. Foreign Offences

The Offeror also certifies that, within a period, as defined in the Time Period subsection, neither the Offeror nor any of the Offeror's Affiliates have been convicted of or have received a conditional or an absolute discharge, under any foreign offence that Canada deems to be of similar constitutive elements to the offences listed in these Integrity Provisions. Canada will also consider foreign measures declared by Canada to be similar in nature to the Canadian pardon, record suspension, or restoration of capacities by the Governor in Council.

11. Subcontractors

The Offeror must ensure that subcontracts include Integrity Provisions no less favourable to Canada than those imposed in the resulting contract.

12. Preventive Measures associated with the Time Period

In cases where the period (as defined in the Time Period subsection), for a conviction, or a conditional or an absolute discharge of the Offeror or any of the Offeror's Affiliates has elapsed, then

the Offeror must also certify for itself and for its Affiliates that measures have been diligently put in place in order to avoid the reoccurrence of such convictions or reprehensible actions.

13. Public Interest Exception

Offerors understand that Canada may issue a Standing Offer with an offeror where the Offeror or the Offeror's Affiliates have been convicted of or have received a conditional or an absolute discharge for an offence specified in these Integrity Provisions, when required to do so by law or legal proceedings, or when Canada in its sole discretion considers it necessary to the public interest for reasons which include, but are not limited to:

- no one else is capable of performing the contract;
- Emergency;
- national security;
- health and safety;
- economic harm;

If all offers are found non-responsive for reason of a listed relevant conviction or act, then Canada may invoke the public interest exception, as described in the paragraph above. In such cases, only offers containing a declaration concerning a relevant offence or act will be further considered. Canada may also elect to procure outside of the present process. In all cases, Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

14. Non-application

For governments, as well as entities controlled by a government, including Crown corporations, the present Integrity Provisions are reduced to complying with article 750 of the Criminal Code, the Government Contracts Regulations and the Code of Conduct for Procurement.

02 (2012-03-02) Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) before issuance of a standing offer. Suppliers may register for a PBN on line at Supplier Registration Information. For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

03 (2008-05-12) Standard Instructions, Clauses and Conditions

Pursuant to the Department of Public Works and Government Services Act (S.C. 1996, c. 16), the instructions, clauses and conditions identified in the RFSO , standing offer and resulting contract(s) by number, date and title are incorporated by reference into and form part of the RFSO , standing offer and resulting contract(s) as though expressly set out in the RFSO , the standing offer and the resulting contract(s).

04 (2008-12-12) Definition of Offeror

"Offeror" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting an offer to provide goods, services or both under a call-up resulting from a standing offer. It does not include the parent, subsidiaries or other affiliates of the Offeror, or its subcontractors.

05 (2014-03-01) Submission of Offers

1.

-
2. Canada requires that each offer, at closing date and time or upon request from the Standing Offer Authority, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with section 17.
 3. It is the Offeror's responsibility to:
 - a. obtain clarification of the requirements contained in the RFSO , if necessary, before submitting an offer;
 - b. prepare its offer in accordance with the instructions contained in the RFSO;
 - c. submit by closing date and time complete offer;
 - d. send its offer only to PWGSC Bid Receiving Unit specified on page 1 of the RFSO or to the address specified in the RFSO. The facsimile number and related instructions for offers transmitted by facsimile are provided in section 08;
 - e. ensure that the Offeror's name, return address, RFSO number, and RFSO closing date and time are clearly visible on the envelope or the parcel(s) containing the offer; and,
 - f. provide a comprehensible and sufficiently detailed offer, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFSO.
 3. Canada will make available Notices of Proposed Procurement (NPP), RFSO's and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFSO or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.
 4. Offers will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the RFSO , unless specified otherwise in the RFSO. Canada reserves the right to seek an extension of the offer validity period from all responsive offerors in writing, within a minimum of three (3) days before the end of the offer validity period. If the extension is accepted by all responsive offerors, Canada will continue with the evaluation of the offers. If the extension is not accepted by all responsive offerors, Canada will, at its sole discretion, either continue with the evaluation of the offers of those who have accepted the extension or cancel the RFSO.
 5. Offers and supporting information may be submitted in either English or French.
 6. Offers received on or before the stipulated RFSO closing date and time will become the property of Canada and will not be returned. All offers will be treated as confidential, subject to the provisions of the Access to Information Act (R.S., 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21).
 7. Unless specified otherwise in the RFSO, Canada will evaluate only the documentation provided with an offeror's offer. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the offer.
 8. An offer cannot be assigned or transferred in whole or in part.

06 (2007-11-30) Late Offers

PWGSC will return offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described below.

07 (2012-03-02) Delayed Offers

1. An offer delivered to the specified Bid Receiving Unit after the closing date and time but before the standing offer issuance date may be considered, provided the offeror can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed offers. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
 - a. a CPC cancellation date stamp; or
 - b. a CPC Priority Courier bill of lading; or
 - c. a CPC Xpresspost labelthat clearly indicates that the offer was mailed before the RFSO closing date.
2. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of offers are not acceptable reasons for the offer to be accepted by PWGSC.
3. Postage meter imprints, whether imprinted by the Offeror, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

08 (2012-03-02) Transmission by Facsimile

1. Unless specified otherwise in the RFSO, offers may be submitted by facsimile. The only acceptable facsimile number for responses to RFSOs issued by PWGSC headquarters is 819-997-9776. The facsimile number for responses to RFSOs issued by PWGSC regional offices is identified in the RFSO.
2. For offers transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed offer including, but not limited to, the following:
 - a. receipt of garbled or incomplete offer;
 - b. availability or condition of the receiving facsimile equipment;
 - c. Incompatibility between the sending and receiving equipment;
 - d. delay in transmission or receipt of the offer;
 - e. failure of the Offeror to properly identify the offer;
 - f. illegibility of the offer; or
 - g. security of offer data.
3. An offer transmitted by facsimile will constitute the formal offer of the Offeror and must be submitted in accordance with section 05.

09 (2010-10-07) Customs Clearance

It is the responsibility of the Offeror to allow sufficient time to obtain customs clearance, where required, before the RFSO closing date and time. Delays related to the obtaining of customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed offer under section 07.

10 (2007-05-25) Legal Capacity

The Offeror must have the legal capacity to contract. If the Offeror is a sole proprietorship, a partnership or a corporate body, the Offeror must provide, if requested by the Standing Offer Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to offerors submitting an offer as a joint venture.

11 (2007-11-30) Rights of Canada

Canada reserves the right to:

- a. reject any or all offers received in response to the RFSO;
- b. enter into negotiations with offerors on any or all aspects of their offers;
- c. authorize for utilization any offer in whole or in part without negotiations;
- d. cancel the RFSO at any time;
- e. reissue the RFSO;
- f. if no responsive offers are received and the requirement is not substantially modified, reissue the RFSO by inviting only the offerors who submitted an offer to resubmit offers within a period designated by Canada; and,
- g. negotiate with the sole responsive offeror to ensure best value to Canada.

12 (2012-03-02) Rejection of Offer

1. Canada may reject an offer where any of the following circumstances is present:

- a. the Offeror is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Offeror ineligible to submit an offer for the requirement;
- b. an employee, or subcontractor included as part of the offer, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to submit an offer for the requirement, or the portion of the requirement the employee or subcontractor is to perform;
- c. the Offeror is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of the offer;
- e. evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
- f. with respect to current or prior transactions with the Government of Canada:
 - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of the offer;
 - ii. Canada determines that the Offeror's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Offeror performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

2. Where Canada intends to reject an offer pursuant to a provision of subsection 1. (f), the Standing Offer Authority will so inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.

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3. Canada reserves the right to apply additional scrutiny, in particular, when multiple offers are received in response to a request for standing offers from a single offeror or a joint venture. Canada reserves the right to:
- i. reject any or all of the offers submitted by a single offeror or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
 - ii. reject any or all of the offers submitted by a single offeror or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

13 (2014-03-01) Communications - Solicitation Period

To ensure the integrity of the competitive RFSO process, enquiries and other communications regarding the RFSO must be directed only to the Standing Offer Authority identified in the RFSO. Failure to comply with this requirement may result in the offer being declared non-responsive.

To ensure consistency and quality of information provided to offerors, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS). For further information, refer to subsection 3 of the Submission of Offers section.

14 (2007-11-30) Price Justification

In the event that the Offeror's offer is the sole responsive offer received, the Offeror must provide, on Canada's request, one or more of the following price justification:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

15 (2007-05-25) Offer Costs

No payment will be made for costs incurred in the preparation and submission of an offer in response to the RFSO. Costs associated with preparing and submitting an offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

16 (2008-12-12) Conduct of Evaluation

1. In conducting its evaluation of the offers, Canada may, but will have no obligation to, do the following:
 - a. seek clarification or verification from offerors regarding any or all information provided by them with respect to the RFSO;
 - b. contact any or all references supplied by offerors to verify and validate any information submitted by them;
 - c. request, before issuance of any standing offer, specific information with respect to offerors' legal status;

- d. conduct a survey of offerors' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFSO;
 - e. correct any error in the extended pricing of offers by using unit pricing and any error in quantities in offers to reflect the quantities stated in the RFSO; in the case of error in the extension of prices, the unit price will govern.
 - f. verify any information provided by offerors through independent research, use of any government resources or by contacting third parties;
 - g. interview, at the sole costs of offerors, any offeror and/or any or all of the resources proposed by offerors to fulfill the requirement of the RFSO.
2. Offerors will have the number of days specified in the request by the Standing Offer Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the offer being declared non-responsive.

17 (2007-11-30) Joint Venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit an offer together on a requirement. Offerors who submit an offer as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.
3. The offer and any resulting standing offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer.

18 (2012-03-02) Conflict of Interest - Unfair Advantage

1. In order to protect the integrity of the procurement process, offerors are advised that Canada may reject an offer in the following circumstances:
 - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the RFSO or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the RFSO that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.

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2. The experience acquired by an offeror who is providing or has provided the goods and services described in the RFSO (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This offeror remains however subject to the criteria established above.
 3. Where Canada intends to reject an offer under this section, the Standing Offer Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Standing Offer Authority before the RFSO closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

19 (2008-12-12) Entire Requirement

The RFSO contains all the requirements relating to the request for offers. Any other information or documentation provided to or obtained by an offeror from any source are not relevant. Offerors should not assume that practices used under previous contracts will continue, unless they are described in the RFSO. Offerors should also not assume that their existing capabilities meet the requirements of the RFSO simply because they have met previous requirements.

20 (2007-11-30) Further Information

1. For further information, offerors may contact the Standing Offer Authority identified in the RFSO.
2. For RFSOs issued out of PWGSC headquarters, enquiries concerning receipt of offers may be addressed to the Bid Receiving Unit, Procurement Operational Support Division, telephone 819-956-3370. For RFSOs issued out of PWGSC regional offices, enquiries concerning receipt of offers may be addressed to the Standing Offer Authority identified in the RFSO.

COMPONENT II - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

- a. The Standing Offer Holder (Offeror) offers to fulfill the requirement to provide the Services in accordance with the Requirements for Services at Annex A.

2. Security Requirement

- a. The Offeror must hold, at minimum, a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD) as specified below, in order to remain an Offeror. The Standing Offer Authority may verify the Offeror's security clearance with the CISD of PWGSC at any time during the period of the Standing Offer.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

PWGSC FILE # E60ZH-070003-F

1. The Offeror must, at all times during the performance of the Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
 2. The Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
 3. The Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Offeror must ensure that its personnel are made aware of and comply with this restriction.
 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
 5. The Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex "B"; and
 - (b) the Industrial Security Manual (Latest Edition).
- b. The requirements to be procured under this Standing Offer are subject to the requirements identified in the Security Requirement Check Lists (SRCL's) identified in each individual Call-up. The possible SRCL's are attached at Annex B to this Standing Offer. Additional security checks may be conducted by the Identified User in respect of each Call-up. PWGSC may at any time add additional pre-approved SRCLs.

These generic SRCLs may not meet the needs of some Identified Users for some requirements; in such cases, a unique SRCL fully describing the security requirements will be included in the documentation associated with that individual call-up.

- c. In the case of a joint venture, for any given Call-up the highest level of corporate security attainable through CISD of PWGSC is the lowest level held by any single member of the joint venture. For example, a joint venture with five (5) members is comprised of four (4) members holding a valid Facility Security Clearance (FSC) at the Secret level and one member holding a valid Designated Organizational Screening (DOS). The highest corporate security level for which the joint venture would be considered under this Standing Offer would be DOS, until such time as the member holding a valid DOS clearance has requested sponsorship via the Standing Offer Authority and obtained a valid FSC at the Secret level as issued by CISD.

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

- a. 2005 (2011-05-16) 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 services to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisitions Card. The data must be submitted on a quarterly basis to the Public Works and Government Services Canada Standing Offer Authority.
- b. The Quarterly periods are defined as follows:

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

- c. Electronic reports must be completed and forwarded to the Standing Offer Authority no later than 15 calendar days after the end of the quarterly period. An electronic version of the form in Excel spreadsheet format will be provided to the Offeror electronically by the Standing Offer Authority. Each quarterly usage report must be submitted using the electronic template available for download from the following website:
<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/ocannexc-soannexc-eng.html> (see Annex "D" for a sample QUR).
- d. All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no services are provided during a given period, the Offeror must still provide a "NIL" report.

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- e. Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer and / or the application of a vendor performance corrective measure.

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 date of issuance of the SO or December 01, 2014 (whichever is later) to May 31, 2016.

5. Authorities

5.1 Standing Offer Authority

- a. The Standing Offer Authority is:

Name: Brian Steele
Title: A/Supply Team Leader
Department: Public Works and Government Services Canada
Branch: Acquisitions Branch
Directorate: Professional Services Procurement Directorate
Address: 11 Laurier Street,
Gatineau, QC
K1A 0K5
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, the Contracting Authority is responsible for any contractual issues relating to an individual Call-up made against the Standing Offer.

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 Identified User 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. This individual is the central point of contact within the Offeror for all matters pertaining to this Standing Offer. The Offeror confirms that this individual has the authority to bind it. It is the Offeror's sole responsibility to ensure that the information related to the Offeror Representative is correct and to inform the Standing Offer Authority of any change to it.

Name:
Title:
Telephone:
Facsimile:
Address:
Email:

[Note to Offeror: This information is as per your offer and is available to Clients via the Centralized Professional Services System (CPSS) website]

- b. The Offeror's Representative may delegate to another individual to represent the Offeror for administrative and technical purposes under any contract resulting from this Standing Offer.

6. 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, IV, and V of the Financial Administration Act, R.S., 1985, c. F-11 and any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act*.
- b. Canada may, at any time, withdraw authority from any of the Identified Users to use the Standing Offer.

7. Call-up Procedures

a. Multiple Offers Exist

Multiple Standing Offers have been issued for this requirement. Call-ups will be allocated among all the Offerors in accordance with the processes described below within the specified monetary limitations. When accepted by Canada, each Call-up results in a separate contract between Canada and the Offeror.

b. Directed Call-ups

For requirements under \$25,000 (GST/HST inc), in accordance with Government Contracting Regulations Identified Users may direct a call-up to an eligible Offeror.

Identified Users will use the Government of Canada's search engine to generate a list of eligible Offerors (List) for their requirement using search criteria, such as: Regions, Sub-Regions, Security, Category of Personnel, and Level of Expertise. The List will include Offerors meeting all the search criteria and possessing the necessary security clearance from the lowest cumulative price available for the requirement, to the highest. The List will be available to the Identified User for Call-up issuance and may be revised over time to reflect changes in the status of any Offeror. The lowest cumulative price will be calculated by adding together all the rates per Category of Personnel, at the Level of Expertise of the required Categories.

c. Generation of Right of First Refusal List

Identified Users will use the Government of Canada's search engine to generate a right of first refusal list (List) for their requirement using search criteria, such as: Regions, Sub-Regions, Security, Category of Personnel, Level of Expertise, and Level of Effort. The List will rank Offerors meeting all the search criteria and possessing the necessary security clearance from the lowest cumulative price available for the requirement, to the highest. The List will be available to the Identified User for Call-up issuance and may be revised over time to reflect changes in the status of any Offeror. The lowest cumulative price will be calculated by adding together all the rates per Category of Personnel, at the Level of Expertise of the required Categories.

Example:

Identified User requires:

- 3 Senior Custom eLearning Product Programmers
- 1 Intermediate Technical Writer
- 2 Junior Graphics Designers

Highest Ranked Offeror's response:

- 2 Junior Graphics Designers @ 500 per day = \$1000
- 1 Intermediate Technical Writer @ \$700 per day = \$700
- 3 Senior Custom eLearning Product Programmers @ \$850 per day = \$2,550

Total : \$700 + \$1000 + \$2,550 = **\$4,250 is the Lowest Cumulative Price**

2nd Highest Ranked Offeror's response:

- 2 Junior Graphics Designers @ 700 per day = \$1400
- 1 Intermediate Technical Writer @ \$600 per day = \$600
- 3 Senior Custom eLearning Product Programmers @ \$1000 per day = \$3000

Total : \$600 + \$1400 + \$3,000 = **\$5,000**

d. Offeror Selection Methodology

The Identified User may issue an Availability Confirmation Form to either:

- (i) the first ranked Offeror on the List, or
- (ii) up to a maximum of ten (10) at once of the highest ranked Offerors on the List (a Group Invitation). The Standing Offer/Arrangement Authority may increase or decrease the maximum number of Offerors permitted in any Group Invitation during the Standing Offer on thirty (30) days' notice in writing to all Offerors who received a Standing Offer.

If a Call-up is issued, it will be issued to the Offeror that meets the assessment criteria and is the highest ranked Offeror on the List. An Offeror ranked lower on the List cannot be chosen where an Offeror ranked above it has not been invited to respond (no ranked Offeror may be skipped).

Amongst the Group Invitation Offerors, if the highest ranking Offeror is unable to meet the assessment criteria, the next highest ranked Offeror that responded that meets the criteria may be issued the Call-up. Where that Offeror is unable to meet the assessment criteria, the Call-up may be issued to the next highest ranking Group Invitation Offeror that meets the criteria, and this process of invitation may be repeated as required within the Offerors that responded to the Availability Confirmation Form, in accordance with the rankings on the List, until a Call-up is issued. In the event of a tie in the results of an assessment within a Group Invitation, the Call-up may be issued to the Offeror of the Identified User's choice.

Where no Offeror responds, or no Offeror is issued a call-up in accordance with the procedures outlined above due to none of them being able to meet the assessment criteria, the Identified User may issue a single Availability Confirmation Form to the next highest ranked Offeror, or may issue another Group Invitation for the requirement to a group comprised of the highest ranked Offerors on the List who were not invited in the previous Group Invitation. This process may be repeated as described above, proceeding sequentially down the list of ranked Offerors (no ranked Offerors may be skipped), until the Call-up is made.

e. Contents of the Availability Confirmation Form

Each Availability Confirmation Form will identify the requirements of the Identified User's order by describing the specific project, including:

- (a) The Contract Period, including any options;
- (b) The specific Category(ies) of Personnel, Level of Expertise, and the number of resource(s) required;
- (c) The estimated level of effort required;
- (d) a proposed basis of payment using either a firm price or a maximum price not to exceed a financial limitation, in accordance with the firm per diem rates established in the Standing Offer;
- (e) The location where the required Services will be delivered;
- (f) Travel and Living requirements (if applicable)
- (g) The level of security clearance(s) required to carry out the required Services;
- (h) The contact information for the Project Authority;
- (i) The assessment criteria, which may include the specific areas of the Education, Certification and/or experience required;
- (j) The particulars of the Statement of Work; and
- (k) the response due date.

The terms and conditions set out in the Availability Confirmation Form and Resulting Call-up Clauses that form part of this Standing Offer apply to the Call-up. Individual Availability Confirmation Forms may require that the Services be performed in one or the other or both of Canada's Official Languages.

f. Response Requirements

By filling in the appropriate sections of the Availability Confirmation Form, an Offeror will identify the resource(s) it is proposing to provide the Services. Offerors may respond in either official language, in accordance with the Official Languages Act and Regulations.

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- (i) Contents of Response:** The response must be signed by the Offeror or by an authorized representative of the Offeror. Timely receipt and correct direction of the response is the sole responsibility of the Offeror. The response must include all information necessary to fulfill all the requirements specified in the Availability Confirmation Form and clearly identify:
- (a) the resource(s) proposed for the required Categories of Personnel and Level of Expertise required, along with resume(s) setting out the proposed resource(s) qualifications (experience, education, certifications - as applicable) in accordance with Annex "A" Requirements; and
 - (b) information requested to satisfy the level of security clearance required to carry out the Services.
- (ii) Timing of Response:** Offerors must provide the response to the Identified User within two (2) working days of the Availability Confirmation Form's issuance (or within a longer period if identified in the Form). Failure to provide a response within the specified time frame will be interpreted as being unable to perform the Services.
- (iii) Offeror Certification:** By submitting and signing a response to an Availability Confirmation Form, the Offeror certifies and warrants each of the following:
- (a) Every individual proposed will be available to perform the Work starting at the time specified in the Availability Confirmation Form or agreed to with the Identified User.
 - (b) If the Offeror has proposed any person in fulfillment of the requirement who is not an employee of the Offeror, the Offeror certifies that it has written permission from such person or the employer of such person to propose the services of such person in relation to the work to be performed in fulfillment of the requirement and to submit such person's résumé to the Identified User. During the assessment of the proposed resource, the Offeror must upon the request of the Identified User provide a copy of such written permission, in relation to any or all non-employees proposed. If the Offeror fails to comply with such a request, the Offeror's response will be considered non-responsive.
 - (c) It meets the insurance requirements described in this Standing Offer (if applicable).
- (iv) Offeror Acknowledgment:** By submitting and signing a response to the Availability Confirmation Form, the Offeror acknowledges each of the following:
- (a) The Identified User has the right but is not obliged to:
 - i) seek clarification or verify any or all information provided by the Offeror with respect to the Availability Confirmation Form, either independently or by making a request of the Offeror. Where requested the Offeror will respond to the clarification within two (2) working days of a request by Canada or such longer period as is specified in writing;

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- ii) contact any or all of the references supplied, at the sole cost of the Offeror, to validate any information or data submitted by the Offeror. The reference will have a minimum of two (2) working days or a longer period as specified in writing to provide the requested information to the Identified User. Wherever information provided by a reference differs from the information supplied by the Offeror, the information supplied by the reference will be the information taken as accurate.

In respect of i) or ii) above, if the Offeror does not provide the required information within the time limit requested, Canada may either allow additional time for the response, or consider the response not acceptable and proceed with the issuance of the Availability Confirmation Form to another Offeror or Offerors in accordance with the Offeror Selection Methodology.

- (b) Canada will not delay the issuance of any Call-up to allow Offerors to obtain the required security clearance. It is the responsibility of Offerors to ensure that all information required concerning the security clearance necessary to fulfill the Call-up is provided in its response to the Availability Confirmation Form.

g. Assessment of Proposed Resources

The qualifications and experience of the proposed resource(s) will be assessed against the requirements set out in Annex "A" - Requirements. The Identified User may request proof of successful completion of formal training, as well as reference information. Canada reserves the right to request references from an Offeror to conduct a reference check to verify the accuracy of the information provided. Should the reference(s) not confirm the required qualifications of the proposed resource(s) to perform the required services, Canada may consider the response not acceptable and proceed with the issuance of the Availability Confirmation Form to another Offeror or Offerors in accordance with the Offeror Selection Methodology.

Where the Offeror is requested to provide information regarding qualifications or experience of its proposed resources, Offerors should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. Experience gained during formal education will not be considered work experience. All requirements for work experience will be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services. The month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once.

Where the Offeror is requested to provide information about the education or proof about the education of the proposed individual, the individual must have obtained its education from a recognized* Canadian university, or college or high school, or the equivalent as established by a recognized* Canadian academic credentials assessment service*, if obtained outside Canada.

*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <http://www.cicic.ca/indexe.stm>.

Where the Offeror is requested to provide proof of certification of the proposed resource, the Offeror must submit a copy of the certification received or proof that the resource have completed the certification program.

8. Call-up Instrument

- a. The Work will be authorized or confirmed by the Identified User using the PWGSC-TPSGC 942, Call-up Against a Standing Offer

9. Limitation of Call-ups

- a. Individual call-ups by Identified Users against the Standing Offer must not exceed \$250,000 (Goods and Services Tax or Harmonized Sales Tax included). The Standing Offer Authority may approve / issue individual call-ups against the Standing Offer at any amount.

10. 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.
- (i) the Call up against the Standing Offer, including any annexes;
 - (ii) the articles of the Standing Offer;
 - (iii) the general conditions 2005 (2014-03-01) General Conditions - Standing Offers - Goods or Services
 - (iv) the general conditions 2035 (2014-03-01) - General Conditions - Higher Complexity - Services;
 - (v) Annex A, Requirements for Services;
 - (vi) Annex B, Generic Security Requirement Check Lists;
 - (vii) Annex C, Insurance Requirements;
 - (viii) Annex E, Basis of Payment;
 - (ix) the Offeror's offer dated _____

11. Certifications

- a. Compliance with the certifications 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 or 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.

12. 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 the Province of Ontario, Canada, unless otherwise stipulated in the Offeror's bid in response to Solicitation # E60ZH-070003/F.

13. Conditions of Holding a Standing Offer

- a. The Offeror must continue to meet all the qualification requirements related to the Standing Offer during the entire period of the Standing Offer. Any certification provided by the Offeror must be true on the date of the issuance of the Standing Offer and remain true throughout the period of the Standing Offer. The Offeror must immediately notify the Standing Offer Authority of any change to their status if it no longer meets any of the qualification requirements of the Standing Offer.
- b. The Offeror or its subcontractors, as applicable, will not publish or make available any promotional/marketing literature associated in any way with this Standing Offer without the prior approval of the Standing Offer Authority;
- c. The Offeror must obtain and maintain all permits, licences and certificates of approval required by any applicable federal, provincial or municipal legislation that are required to perform any resulting contracts and pay any charges imposed by such legislation or regulations. Upon request, the Offeror must provide a copy of any such permit, licence, or certificate to the Contracting Authority.

14. Administration of Standing Offer

- a. PWGSC may require an Offeror to confirm its qualification at any time. For example, the SO Authority may require an Offeror to provide evidence that:
 - (i) the insurance it carries continues to meet the requirements of RFSO E60ZH-070003/F;
 - (ii) it continues to hold the necessary security clearance;
 - (iii) it continues to have the financial capability;
 - (iv) it continues to have the technical ability and experience required to deliver the Services for which it is qualified;
 - (v) the JV membership remains as stated in the Standing Offer.
- b. If the Offeror no longer meets any of the requirements for qualification, or within 10 working days of a request by the Standing Offer Authority is unwilling or unable to provide evidence acceptable to the Standing Offer Authority that it continues to meet any such requirements, Canada may, at its discretion:
 - (i) suspend authority for the use of the Standing Offer until the Offeror has demonstrated, to the satisfaction of Canada, that it meets the requirements in respect of which it has been found deficient. During this time, no call-ups will be made under the Standing Offer;
 - (ii) suspend authority for the use of specific Categories of Personnel and/or Streams and/or Regions of the Standing Offer until the Offeror has demonstrated, to the satisfaction of Canada, that it meets the requirements in respect of which it has been found deficient. During this time, no Call-ups will be made under the Standing Offer for those Categories of Personnel and/or Streams and/or Regions; or
 - (iii) set-aside of the Standing Offer for its remaining period and in its entirety.

15. Vendor Performance

- a. Canada may verify compliance with the conditions of the Standing Offer at any time during the Standing Offer and failure to meet any of these conditions constitutes grounds for the suspension and/or setting aside of this Standing Offer.

- b. The following is not an exhaustive list of examples of situations which may result in the suspension and/or setting aside of this Standing Offer, which include:
- (i) Late deliveries;
 - (ii) Price revision;
 - (iii) Failure to submit complete and accurate Quarterly Usage Reports within the required time frames;
 - (iv) Violation of any of the specific terms and conditions detailed in the Standing Offer (e.g. failure to meet the minimum RFSO requirements, failure to respect the contract limitations, etc.);
 - (v) Canada has terminated any contract resulting from the Standing Offer for default;
 - (vi) Canada has imposed measures on the Offeror under the PWGSC Vendor Performance Policy (or such similar policy as may be in place from time to time);
 - (vii) Distribution or publication of information that conflicts with any aspect of the terms and conditions, pricing, or availability of systems currently listed in this Standing Offer;
 - (viii) Canada has documented an instance of poor performance under contracts awarded issued against the Standing Offer. An instance of poor performance may include, but is not limited to, failed delivery of reports or services including the required number of skilled resources, lack of timely notification given to the PWGSC Standing Offer Authority of changes in the Offeror's Authorized Representative, insurance coverage or security status, or non-compliance with invoicing procedures.
- c. Suspension or set-aside of the Standing Offer does not affect the right of Canada to pursue other remedies or measures that may be available.
- d. The Offeror acknowledges that Canada may publish information regarding the status of the Offeror's Offer, including the suspension or set-aside of the Offeror's Standing Offer.
- e. The Offeror acknowledges that Canada will implement an Assessment Framework for Learning Services Applicable to Identified Users and Offerors which is part of the commitment of PWGSC to enhance the integrity, transparency and efficiency of the government contracting process, the use of automated procurement tools developed for Identified Users, which is subject to ongoing assessment. Results from an assessment could also lead to Sanctions, e.g. loss of access by a Identified User; or a Standing Offer is set aside.

16. Aboriginal Business Certification (if applicable)

- a. The Offeror warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.
- b. The Offeror must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under

the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Offeror must provide all reasonably required facilities for any audits.

- c. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to any contract arising from this Standing Offer.

17. Insurance

- a. The Offeror must comply with the insurance requirements specified in the bid solicitation. The Offeror must maintain the required insurance coverage for the duration of the Standing Offer. Compliance with the insurance requirements does not release the Offeror from or reduce its liability under the Standing Offer.
- b. The Offeror is responsible for deciding if additional insurance coverage is necessary to fulfill its obligations under the Standing Offer and to ensure compliance with any applicable law. Any additional insurance coverage is at the Offeror's expense, and for its own benefit and protection.
- c. The Offeror must forward to the Standing Offer Authority within ten (10) days after the date of award of the Standing Offer, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Offeror must, if requested by the Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

18. Environmental Properties Behaviour Recommended

- a. As of April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Hence, in the near future, all government procurement will include more demanding environmental criteria to encourage product/service Suppliers to improve their operations to reduce their negative impact on the environment.

18.1 Environmental Properties Behaviour Recommended

Where possible, Canada and the Offeror should:

- Provide and transmit draft reports, final reports and other documents in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Identified User.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security Requirements).
- Travel requirements:
 - parties are encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green

Solicitation No. - N° de l'invitation

E60ZH-070003/F

Amd. No. - N° de la modif.

File No. - N° du dossier

121zhE60ZH-070003

Buyer ID - Id de l'acheteur

121zh

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

E60ZH-070003

CCC No./N° CCC - FMS No/ N° VME

Leafs that will honour the pricing for contractors:

<http://rehelv-acrd.tpsgc-pwgsc.gc.ca/rechercher-search-eng.aspx>

- Use of public/green transit where feasible.

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 Work OR 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 (2014-03-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Term of Contract**3.1 Period of the Contract**

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

4. Payment**4.1 Basis of Payment**

- a. The Contractor will be paid in accordance with the Basis of Payment attached hereto as Annex "E", for work performed pursuant to the Call-up against the Standing Offer. The most appropriate basis of payment(s) has been identified in the Availability Confirmation Form, and will be identified in the resulting call-up.

(i) For a Call-up subject to a Limitation of Expenditure:

- (a) The Contractor will be paid for Work performed pursuant to each approved call-up, in accordance with the Basis of Payment Annex "E" of the Standing Offer.
- (b) Canada's total liability to the Offeror under any resultant Call-up will not exceed the Total Price specified in the Call-up.
- (c) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the specifications, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- 1) when it is 75 percent committed, or
- 2) four (4) months before the Contract expiry date, or
- 3) if the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

(d) 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.

(ii) For a Firm Price Call-up: In consideration of the Contractor satisfactorily completing all of its obligations under the call-up, the Contractor will be paid the firm price stipulated in the call-up, calculated in accordance with Annex "E" - "Basis of Payment".

(iii) For a Call-up subject to a Ceiling Price: The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work under the call-up, to the ceiling price specified in the call-up, which will be established in accordance with Annex "E" - Basis of Payment".

The ceiling price is subject to downward adjustment so as not to exceed the actual charges and costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment specified in the call-up.

4.2 Limitation of Price [FOR FIRM PRICE AND CEILING PRICE]

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

4.3 Method of Payment

- a. Payment by Canada for the Work will be made following delivery, inspection and acceptance of the Work, and upon presentation of invoices and any other substantiating documentation as Canada requires.
- b. A variety of methods of payment are possible under the call-up document. The most appropriate Method of Payment will be identified in the Availability Confirmation Form, and will be identified in the resulting call-up.

4.3.1 Method of Payment - Monthly (For Ceiling Price or Limitation of Expenditure)

- a. Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
- (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 Work performed has been accepted by Canada.

4.3.2 Method of Payment - Single Payment (For All Basis of Payments Options)

-
- a. Canada will pay the Contractor upon completion and delivery of the Work 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 Work delivered has been accepted by Canada.

4.3.3 Method of Payment - Milestone Payment (For Firm Price)

- a. Milestone payments will be made in accordance with the Schedule of Milestones attached to the Call-up, upon the following terms and conditions:
- (i) invoices must be submitted to Canada in accordance with the instructions specified herein;
 - (ii) the invoice is approved by the Technical Authority; and
 - (iii) all the Work required for the milestone claimed has been received and accepted by the Technical Authority.
- b. The balance of the amount payable will be paid following:
- (i) delivery and acceptance of the Work; and
 - (ii) the approval of the final invoice by the Technical Authority.

4.3.4 Payment Credits

- a. Late Delivery: If the Contractor does not deliver the deliverables or perform the services within the time specified in the Contract, the Contractor must provide a credit to Canada of \$___ (amount to be specified in the PWGSC-TPSGC 942, Call-up Against a Standing Offer for each calendar day of delay up to a maximum of 10 days, subject to the limitation that the total amount of liquidated damages will not exceed 10% of the price of the Work delivered late.
- b. If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.
- c. Credits Apply during Entire Contract Period: The Parties agree that the credits apply throughout the Contract Period, including during implementation.
- d. Credits represent Liquidated Damages: The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- e. Canada's Right to Obtain Payment: The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.

- f. Canada's Rights & Remedies not Limited: The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- g. Audit Rights: The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

4.4 SACC Manual Clauses

- a. The following clauses set out in the SACC Manual will form part of the Contract:

Number	Date	Description
C0705C	2010/01/11	Discretionary Audit
C2000C	2007/11/30	Taxes- Foreign Based Contractors
A9117C	2007/11/30	T1204- Direct Request
C0711C	2008/05/12	Time Verification

5. Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- b. Each invoice must be supported, as applicable, by:
 - (i) a copy of time sheets to support the time claimed;
 - (ii) a copy of the release document and any other documents as specified in the Contract;
 - (iii) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses; and
 - (iv) a copy of the monthly progress report.
- c. Invoices must be distributed as follows:
 - (i) The original and one (1) copy must be forwarded to the address shown on the call-up; and
 - (ii) One (1) copy must be forwarded to the Call-up Authority identified in the call-up.

6. SACC Manual Clauses

- a. The following clauses set out in the SACC Manual will form part of the Contract:

Number	Date	Description
A9062C	2011-05-16	Site Regulations
A9068C	2010-01-11	Site Regulations
A2000C	2006-06-16	Foreign Nationals (Canadian Contractor)
A2001C	2006-06-16	Foreign Nationals (Foreign Contractor)
A9006C	2012-07-16	Defence Contract
C2801C	2011-05-16	Priority Rating - Canadian-based Contractor
A9131C	2011-05-16	Controlled Goods

7. Redesignation or Reorganization of Identified User

- a. **Redesignation of Identified User:** The Contracting Authority, upon written notice to the Contractor, may redesignate the Identified User under the Contract.
- b. **Reorganization of Identified User:** The Contractor's obligation to perform the Work will not be affected by, and no additional fees will be payable as a result of, the renaming, reorganization, reconfiguration, or restructuring of the Identified User. For greater certainty, the reorganization, reconfiguration and restructuring of the Identified User includes the privatization of the Identified User, its merger with another entity, and its dissolution, where that dissolution is followed by the creation of another entity or entities with similar mandates to the original Identified User.

8. Professional Services

8.1 Requirement for Training and Familiarization

- a. Any training required by personnel to perform specific assignments will be on the Contractor's time and expense. Canada will not provide technology training. Canada will, wherever possible, provide standards, policies, guidelines and appropriate documentation to describe how the application systems are designed and configured, as well as other assistance needed to help the Contractor's personnel to work on application systems.

8.2 Suitability of Services

- a. The terms of General Conditions 2035 05 (2014-03-01) - Conduct of the Work are augmented to include the following:

Should personnel be found unsuitable to perform the services, and upon written notice from the Call-up Authority, the Contractor must implement suitable corrective action within five (5) working days after written notice by Call-up Authority. If a resource replacement is required, the proposed replacement resource must meet the minimum qualifications as specified in the "FORM". Any cost associated with such replacement will be at the Contractor's own expense.

8.3 Personnel Qualification and Backup

- a. The Contractor must supply back-up personnel so that in the event of sickness, accident, or any cause which renders a specific individual unavailable, the individual taskings/responsibilities will be covered within a maximum response time of 48 hours.
- b. The Contractor undertakes to supply competent back-up staff so that in the event of any cause which renders the personnel unavailable to the assignment for which service was requested, such occurrence does not extend the completion date specified in this Contract unless such extension has been accepted by the Project and/or Technical Authority and incorporated into the Contract in the form of an amendment to the Contract approved by the Contracting Authority.
- c. The Contractor must monitor its employees to ensure satisfactory performance and that progress of the Work is maintained to the satisfaction of the Project Authority. The Contractor representative will meet with the Project Authority on a regular basis (once a month) to discuss the performance of its consultants and to resolve any issues at hand.
- d. All services rendered are subject to evaluation within a reasonable time from commencement on the basis of quality and adherence to the Identified User's schedule and standards. The Contractor personnel must be capable of performing assignments at a level of competence acceptable by the Project Authority. Should personnel be unsuitable, and upon written notice from the Contracting Authority the Contractor must provide immediate replacement(s) or the services may be terminated at no penalty to Canada.
- e. If it is necessary to replace personnel, the Contractor must give at least ten (10) working days notice in writing to the Identified User, but thirty days would be preferable. The replacement must possess qualifications acceptable to the Project Authority and be approved by the Project Authority prior to replacement. Any replacement will be assigned to the work site specified in the Contract to be determined with the Project Authority for knowledge transfer, at the Contractor's own expense. The Project Authority reserves the right to interview (at no cost to Canada) the personnel assigned to the Contract.

9.0 Use of Canada's Facilities and Equipment

9.1 Contractor Supplied

The Contractor must furnish the following at no additional cost to the Contract:

- a. Contract related services that are administrative and management functions necessary to support the Contract, and the hardware, software, and communications systems necessary to interface effectively and efficiently with Canada. These include, but are not limited to: financial management, recruiting, interviewing, training, payroll preparation, travel arrangements, Contract proposal preparation, obtaining security clearances, contracting, and clerical support.
- b. Office and working space for Contract related services, unless otherwise specified in the call-up.
- c. Office equipment and expenses necessary to perform Contract related services including: IT and network operations, hardware, software, printing, photocopying, communications, postage, express mail, paper and copying supplies, local and long distance telephone service, and other services, equipment and supplies required in support of the work.

9.2 Access to Canada's Facilities

- a. Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract Period in order to perform the Work:
 - (i) Identified User's premises;
 - (ii) Identified User's computer systems (micro computer network);
 - (iii) documentation;
 - (iv) personnel for consultation; and
 - (v) office space, telephones, desk space, manuals and terminals.
- b. Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced facilities, equipment, documentation and personnel.
- c. Subject to the approval of the Technical Authority, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the Identified User's convenience.

10. Timely Problem Identification

- a. The Contractor must immediately advise the Contracting and Project Authorities in writing of any and all situations or difficulties that the Contractor considers will have a significant impact upon the scope of the Work, expected technical achievement, delivery schedule, person-power or cost to Canada. Notwithstanding the submission of any such report, the Contractor remains responsible for the completion of the Work in accordance with the terms of the Contract.
- b. Such reports must include proposed detailed remedial action plans to resolve or alleviate the identified situations or difficulties. The plans must set out the Contractor's detailed estimates of any increase in time, consultants and cost to effect such plans. Such plans must include all reasonable options for consideration by Canada plus the costs and consequences to Canada of taking no remedial action and must also provide a reasonable amount of time for Canada to review these options and obtain any necessary funding authorization.
- c. The Contractor will be prohibited from claiming for any additional costs incurred in remedying a problem not reported as described above in a timely fashion, and will be required to remedy such problems at its own expense.

11. Closure of Government Offices

- a. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- c. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

12. Certifications

- a. Compliance with the certifications provided by the Contractor in its response to the Attachment H, Certifications is a condition of the Contract and subject to verification by Canada during the entire Contract Period. 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, under the default provision of the Contract, to terminate the Contract for default.

13. Safeguarding Electronic Media

- b. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- c. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

14. Insurance

- a. The Offeror must comply with the insurance requirements specified in Annex "C". The Offeror must maintain the required insurance coverage for the duration of the Standing Offer. Compliance with the insurance requirements does not release the Offeror from or reduce its liability under the Standing Offer.
- b. The Offeror is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Standing Offer and to ensure compliance with any applicable law. Any additional insurance coverage is at the Offeror's expense, and for its own benefit and protection.
- c. The Offeror must forward to the Standing Offer Authority within ten (10) calendar days after the date of award of the Standing Offer, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Offeror must, if requested by the Standing Offer Authority, forward to Canada a certified copy of all applicable insurance policies.

15. Limitation of Liability - Information Management/Information Technology (will only apply to call-ups included under Stream 3 - Custom eLearning Product Programming, Stream 4 - Rapid eLearning Product Programming or Stream 5- Quality Assurance)

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this article 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.
2. First Party Liability of the Contractor to Canada:
 - i. Whether the claim is based in contract, tort, or another cause of action, 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:

- (i) any infringement of intellectual property rights;
 - (ii) any breach of confidentiality;
 - (iii) any breach of warranty obligations; and
 - (iv) physical injury, including death.
- b. The Contractor is liable for all direct damages affecting real or personal property owned, possessed, or occupied by Canada.
 - c. 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.
 - d. The Contractor is also liable, up to 0.75 times of the contract value or \$1 million - whichever is greater, for any other direct damages to Canada in any way relating to the Contract, including all the costs to Canada associated with reprocurring the Work from another party if the Contract is terminated for default. These costs include any increase in the price payable for the Work.
 - e. If Canada's records or data are harmed as a result of the performance of or failure to perform the Work, 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.
3. Third Party Claims: Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. 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 for that amount. However, the Contractor is not liable for reimbursing Canada for any special, indirect or consequential damages that Canada is required by a court to pay to a third party as a result of joint and several liability.

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement

- a. The Supply Arrangement covers the Work described in Annex A, Requirements for Services

2. Security Requirement

- a. The requirements to be procured under this Supply Arrangement may be subject to security requirements. The possible security requirements are identified within the Security requirement Check List (SRCL) attached to Annex "B" to Component II to this SA. Each Contract will identify which SRCL will apply to that contract.
- b. Several generic Security Requirement Check Lists (SRCL), which PWGSC anticipates will satisfy most security requirements associated with individual requirements, are attached to this Supply Arrangement (see Annex "B" of the SA) and may be referred to, as required, in an individual contract awarded under the Supply Arrangement framework. PWGSC may at any time add additional pre-approved SRCLs.
- c. These generic SRCLs may not meet the needs of some Identified Users for some requirements; in such cases, a unique SRCL fully describing the security requirements will be included in the documentation associated with that individual contract.
- d. The Supplier must hold the following minimum security requirement in order to remain a Supplier. The Supply Arrangement Authority may verify the Supplier's security clearance with the Canadian Industrial Security Directorate (CISD), PWGSC at any time during the life of the Supply Arrangement.**

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # E60ZH-070003-F

1. The Contractor/Supplier must, at all times during the performance of the Contract/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Supplier personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Supplier MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Supplier must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Supplier must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex "B";
- (b) Industrial Security Manual (Latest Edition).

- e. In the case of Joint Ventures or Amalgamations, the highest level of corporate security attainable through CISD of PWGSC is the lowest level held by any single member of the JV or amalgamation. For example: a Joint Venture with five (5) members is comprised of four members holding a valid Facility Security Clearance (FSC) at the Secret level and one member holding a valid Designated Organization Screening (DOS). The highest corporate security level for which the Joint Venture would be considered under this SA framework would be DOS, until such time as the member holding a valid DOS clearance has requested sponsorship via the Supply Arrangement Authority and obtained a valid FSC at the secret level issued by CISD.
- f. Additional security checks may be conducted by the Identified User.

3. Standard Clauses and Conditions

- a. All clauses and conditions identified in the Supply Arrangement and resulting contract(s) 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

- a. 2020 (2014-03-01) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

3.2 Supply Arrangement Reporting

- a. The "Active" Supplier must compile and maintain records on its provision of services to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases paid for by a Government of Canada Acquisitions Card. The data must be submitted on a quarterly basis to the Public Works and Government Services Canada Supply Arrangement Authority.
- b. The Quarterly periods are defined as follows:

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

- c. Electronic reports must be completed and forwarded to the Supply Arrangement Authority no later than 15 calendar days after the end of the quarterly period. An electronic version of the form in Excel spreadsheet format will be provided to the Supplier electronically by the Supply Arrangement Authority. Each quarterly usage report must be submitted using the electronic template available for download from the Learning Services website (see Annex "H" for a sample QUR).

- d. All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no services are provided during a given period, the Supplier must still provide a "NIL" report.
- e. Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Supply Arrangement and the application of a vendor performance corrective measure.

4. Term of Supply Arrangement

4.1 Period of the Supply Arrangement

- a. The period for awarding contracts under the Supply Arrangement is from date of issuance of the SA or December 01, 2014 (whichever is later) to May 31, 2016.

4.2 Supply Arrangement Renewal

- a. **Notice:** The RFSA Renewal will be subject to an open competition posted on the Government Electronic Tendering Service (GETS).

PWGSC may issue a RFSA Renewal on an annual basis. Each RFSA Renewal may contain a technical component, a financial component and a certification component.

- b. **Evolving Requirements:** PWGSC may during any Renewal process add new and(or) remove and(or) modify existing Categories of Personnel and(or) Streams.

4.3 Request for Supply Arrangement (RFSA) Bid Solicitations

- a. Evaluations of arrangements will start on a quarterly basis. Canada will endeavor to evaluate in each quarter those submissions received by the beginning of such quarter as identified below.
- b. It is important to note that suppliers will not be eligible to bid each quarter. For example, if a supplier submits an arrangement in quarter 1, the supplier will not be eligible to bid in quarter 2 as their profile will be disabled in the data collection component while the bid is under evaluation. This will in no way impact the search results for an existing suppliers current arrangement.
- c. This schedule may require a revision due to operational requirements and in which case suppliers will be advised.

	Submission Period	Submissions Due Date (14:00 at Bid Receiving Unit)	Evaluation Start Date	Estimated Award Date (subject to change)
Refresh Bid Solicitation Schedule	January 01, 2015 to March 31, 2015	March 31, 2015	April 01, 2015	June 15, 2015
Refresh Bid Solicitation Schedule	April 01, 2015 to June 30, 2015	July 02, 2015	July 03, 2015	September 15, 2015
Refresh Bid	July 01, 2015 to	September 30, 2015	October 01, 2015	December 15, 2015

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Solicitation Schedule	September 30, 2015			
Refresh Bid Solicitation Schedule	October 01, 2015 to December 31, 2015	December 31, 2015	January 02, 2016	March 16, 2016

- d. A supplier may choose to submit a quarterly bid containing an entirely new arrangement, or may propose to modify its arrangement by adding or removing Categories. Participation in a quarterly evaluation is entirely optional and not required to maintain any Learning Services Arrangement.
- e. All arrangements whether issued quarterly (refresh bid solicitation) or as the result of a bid submitted on the bid closing date of a renewal bid solicitation will be replaced when a renewal bid solicitation occurs. Therefore, all bidders must submit a bid before the closing date of a renewal bid solicitation in order to continue to provide services under its resulting Supply Arrangement.

5. Authorities

5.1 Supply Arrangement Authority

- a. The Supply Arrangement Authority is:

Name: Brian Steele
Title: A/Supply Team Leader
Department: Public Works and Government Services Canada
Branch: Acquisitions Branch
Directorate: Professional Services Procurement Directorate
Address: 11 Laurier Street
Gatineau, QC
K1A 0S5

Telephone: 819-956-3569
Facsimile: 819-956-2675
E-mail address: brian.steele@tpsgc-pwgsc.gc.ca

- b. The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

5.2 Supplier's Representative

- a. This individual is the central point of contact within the Supplier for all matters pertaining to this Supply Arrangement. The Supplier confirms that this individual has the authority to bind the Supplier. It is the Supplier's sole responsibility to ensure that the information related to the Supplier Representative is correct and to inform the SA Authority of any change to it.

Name:
 Title:
 Telephone:
 Facsimile:
 Address:
 Email:

[Note to Supplier: This information is as per your arrangement and is available to Clients via the Centralized Professional Services System (CPSS) website]

- b. The Supplier's Representative may delegate to another individual to represent the Supplier for administrative and technical purposes under any contract resulting from this Supply Arrangement.

6. Identified Users

- a. The Identified Users include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, IV, and V of the Financial Administration Act, R.S., 1985, c. F-11 and any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act*.
- b. Canada may, at any time, withdraw authority from any of the Identified Users to use the Supply Arrangement.

7. 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.
- (i) the articles of the Supply Arrangement;
 - (ii) the general conditions 2020 (2014-03-01), General Conditions - Supply Arrangement - Goods or Services;
 - (iii) Annex A, Requirements for Services;
 - (iv) Annex B, Generic Security Requirement Check Lists;
 - (v) Annex C, Insurance Requirements; and
 - (vi) the Supplier's arrangement dated _____

8. Certifications

8.1 Compliance

- a. Compliance with the certifications provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification or it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

9. Applicable Laws

- a. The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada unless otherwise stipulated in the Supplier's arrangement in response to the RFSA.

10. Conditions of Holding a Supply Arrangement

- a. The Supplier must continue to meet all the qualification requirements related to the Supply Arrangement during the entire period of the Supply arrangement. Any certification provided by the Supplier must be true on the date of the issuance of the Supply arrangement and remain true throughout the period of the Supply Arrangement. The Supplier must immediately notify the Supply Arrangement Authority of any change to their status if it no longer meets any of the qualification requirements of the Supply Arrangement.
- b. The Supplier or its subcontractors, as applicable, will not publish or make available any promotional/marketing literature associated in any way with this Supply Arrangement without the prior approval of the Supply Arrangement Authority;
- c. The Supplier must obtain and maintain all permits, licences and certificates of approval required by any applicable federal, provincial or municipal legislation that are required to perform any resulting contracts and pay any charges imposed by such legislation or regulations. Upon request, the Supplier must provide a copy of any such permit, licence, or certificate to the Contracting Authority.

11. Administration of Supply Arrangement

- a. PWGSC may require an Supplier to confirm its qualification at any time. For example, the SA Authority may require an Supplier to provide evidence that:
- (i) the insurance it carries continues to meet the requirements of RFSA E60ZH-070003/F;
 - (ii) it continues to hold the necessary security clearance;
 - (iii) it continues to have the financial capability;
 - (iv) it continues to have the technical ability and experience required to deliver the Services for which it is qualified;
 - (v) the JV membership remains as stated in the Supply Arrangement.
- b. If the Supplier no longer meets any of the requirements for qualification, or within 10 working days of a request by the Supply Arrangement Authority is unwilling or unable to provide evidence acceptable to the Supply Arrangement Authority that it continues to meet any such requirements, Canada may, at its discretion:
- (i) suspend authority for the use of the Supply Arrangement until the Supplier has demonstrated, to the satisfaction of Canada, that it meets the requirements in respect of which it has been found deficient. During this time, no contracts will be made under the Supply Arrangement;
 - (ii) suspend authority for the use of specific Streams, Categories of Personnel and/or Regions of the Supply Arrangement until the Supplier has demonstrated, to the satisfaction of Canada, that it meets the requirements in respect of which it has been found deficient. During this time, no contracts will be made under the Supply Arrangement for those Streams, Categories of Personnel and/or Regions; or
 - (iii) cancel the Supply Arrangement for its remaining period and in its entirety.

12. Vendor Performance

- a. Canada may verify compliance with the conditions of the Supply Arrangement at any time during the Supply Arrangement and failure to meet any of these conditions constitutes grounds for the suspension and/or cancellation of this Supply Arrangement.
- b. The following is not an exhaustive list of examples of situations which may result in the suspension and/or cancellation of this Supply Arrangement, which include:
 - (i) Late deliveries;
 - (ii) Failure to submit complete and accurate Quarterly Usage Reports within the required time frames;
 - (iii) Violation of any of the specific terms and conditions detailed in the Supply Arrangement (e.g. failure to meet the minimum RFSA requirements, failure to respect the contract, etc.);
 - (iv) Canada has terminated any contract resulting from the Supply Arrangement for default;
 - (v) Canada has imposed measures on the Supplier under the PWGSC Vendor Performance Policy (or such similar policy as may be in place from time to time);
 - (vi) Distribution or publication of information that conflicts with any aspect of the terms and conditions, pricing, or availability of systems currently listed in this Supply Arrangement;
 - (vii) Canada has documented an instance of poor performance under contracts awarded issued against the Supply Arrangement. An instance of poor performance may include, but is not limited to, failed delivery of reports or services including the required number of skilled resources, lack of timely notification given to the PWGSC Supply Arrangement Authority of changes in the Supplier's Authorized Representative, insurance coverage or security status, or non-compliance with invoicing procedures.
- c. Suspension or cancellation of the Supply Arrangement does not affect the right of Canada to pursue other remedies or measures that may be available.
- d. The Supplier acknowledges that Canada may publish information regarding the status of the Supplier's Arrangement, including the suspension or cancellation of the Supplier's Supply Arrangement.
- e. The Supplier acknowledges that Canada will implement an Assessment Framework for Learning Services Applicable to Identified Users and Suppliers which is part of the commitment of PWGSC to enhance the integrity, transparency and efficiency of the government contracting process, the use of automated procurement tools developed for Identified Users, which is subject to ongoing assessment. Results from an assessment could also lead to Sanctions, e.g. loss of access by a Identified User; or a Supply Arrangement is cancelled

13. Aboriginal Business Certification (if applicable)

- a. The Supplier warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.

- b. The Supplier must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Supplier must provide all reasonably required facilities for any audits.
- c. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract

14. Insurance

- a. The Supplier must comply with the insurance requirements specified in Annex F. The Supplier must maintain the required insurance coverage for the duration of the Supply Arrangement. Compliance with the insurance requirements does not release the Supplier from or reduce its liability under the Supply Arrangement.
- b. The Supplier is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Supply Arrangement and to ensure compliance with any applicable law. Any additional insurance coverage is at the Supplier's expense, and for its own benefit and protection.
- c. The Supplier must forward to the Supply Arrangement Authority within ten (10) days after the date of award of the Supply Arrangement, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Supplier must, if requested by the Supply Arrangement Authority, forward to Canada a certified true copy of all applicable insurance policies.

15. Environmental Considerations

- a. As of April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Hence, in the near future, all government procurement will include more demanding environmental criteria to encourage product/service Suppliers to improve their operations to reduce their negative impact on the environment.

15.1 Environmental Properties Behaviour Recommended

- Provide and transmit draft reports, final reports and bids in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security Requirements).
- Travel requirements:
 - Project Authority is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.

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- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors:
<http://rehelv-acrd.tpsgc-pwgsc.gc.ca/rechercher-search-eng.aspx>
- Use of public/green transit where feasible.

B. BID SOLICITATION**1. Bid Solicitation Documents**

- a. Canada will use the bid solicitation template 2T-HIGH1 available in buyandsell.gc.ca: (<https://buyandsell.gc.ca/policy-and-guidelines/Standard-Acquisition-Clauses-and-Conditions-SACC-Manual/Standard-Procurement-Templates>) Manual based on the estimated dollar value and complexity of the requirement.
- b. The bid solicitation will contain as a minimum the following:
 - (i) security requirements (if applicable);
 - (ii) a complete description of the Work to be performed;
 - (iii) 2003, Standard Instructions - Goods or Services - Competitive Requirements; OR 2004, Standard Instructions - Goods or Services - Non-competitive Requirements;
 - (iv) bid preparation instructions;
 - (v) instructions for the submission of bids (address for submission of bids, bid closing date and time);
 - (vi) evaluation procedures and basis of selection;
 - (vii) financial capability (if applicable);
 - (viii) Certifications;
 - (ix) conditions of the resulting contract.

2. Bid Solicitation Process

- a. Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from qualified active suppliers who have been issued a SA.
- b. The bid solicitation will be posted on the Government Electronic Tendering Service (GETS) (or as applicable with a GoC web-based electronic procurement tool) or will be sent directly to supplier.

(i) Multiple Arrangements Exist:

Multiple Supply Arrangements have been issued for this requirement. Bids will be solicited in accordance with the processes described below within the specified monetary limitations. Each Contract issued as a result of a bid solicitation under the Supply Arrangement results in a separate contract between Canada and the Supplier.

c. Generation of List of Eligible Suppliers

Identified Users will use the Government of Canada's search engine to a list of Eligible Suppliers (List) for their requirement using search criteria, such as: Regions, Sub-Regions, Security, Category of Personnel, and Level of Expertise. The List will include Suppliers meeting all the search criteria and possessing the necessary security clearance. The List will be available to the Identified User for Bid Solicitation issuance and may be revised over time to reflect changes in the status of any Supplier.

- (i) Consolidation of Requirements:** Canada may consolidate requirements across Identified Users and issue Bid Solicitations and award Contracts on a periodic basis to receive best or better pricing.

(ii) Multiple Contracts: Canada may issue bid solicitations where we will award more than one contract.

d. Overview of Bid Solicitation Process

(i) Bid Solicitations: Bid solicitations will be issued using PWGSC Form 9400-3 or electronic document.

The Identified User may cancel the bid solicitation process at any time and reissue the same or a similar bid solicitation process thereafter.

(ii) Issuance of Contracts: Contracts will be issued using PWGSC Form 9400-4 or electronic document.

(iii) Identification of Contract Authorities: Provided an Identified User has the legal authority to contract, it may choose to permit a procurement representative to award contracts under this SA in accordance with the Contract Limitations described below. It is anticipated that the majority of Tier 1 contracts will be managed by the Identified Users. It is anticipated that the majority of Tier 2 contracts will be managed by PWGSC.

(iv) Tier 1 Task Based Contract Limitations: Canada may compete work and award contracts to Qualified Active Suppliers in accordance with the following:

1. Requirement valued below \$25,000 (GST/HST included):

For requirements under \$25,000 (GST/HST inc), in accordance with Government Contracting Regulations Identified Users may direct a contract to an eligible Supplier

2. Requirement valued below NAFTA Threshold: Identified Users are encouraged to use the ProServices Supply Arrangement application for these requirements (<http://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/index-eng.html>). [if applicable]

Requirement valued up to the NAFTA threshold: Identified Users will select in accordance with the Government Contracting Regulations the number of suppliers to be invited and the number of calendar days the invited suppliers will have to provide a proposal in response to the bid solicitation. Suppliers may be invited using either e-mail or GETS.

3. Requirement valued greater than the NAFTA threshold but less than or equal to \$2M: A minimum of fifteen (15) Tier 1 Qualified Active Suppliers must be invited (using e-mail or GETS) to submit a proposal in response to a bid solicitation. A Notice of Proposed Procurement (NPP) will be posted on GETS for all requirements.

The minimum 15 suppliers are to include: five (5) randomly selected Suppliers selected by the Centralized Professional Services System (CPSS).

As a minimum, invited suppliers will be given a minimum of fifteen (15) calendar days to submit a proposal in response to a bid solicitation. The time limit for bidding may be extended based upon the complexity of the requirement.

(v) Tier 2 Task Based Contract Limitations: Canada may compete work and award contracts to Qualified Active Suppliers in accordance with the following:

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- 1. Requirement valued greater than \$2M (Tier 2):** Canada will invite all Tier 2 Qualified Active Suppliers (using e-mail or GETS) to submit a proposal in response to a bid solicitation. A Notice of Proposed Procurement (NPP) will be posted on GETS for all requirements.
- 2. Minimum Bidding Period:** As a minimum, each Tier 2 SA Bid Solicitation issued under this SA framework will provide Qualified Active Suppliers with a minimum of 20 days to respond. The time limit for bidding may be extended based upon the complexity of the requirement.

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C. RESULTING CONTRACT CLAUSES

1. General

- a. The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.
- b. For any contract to be awarded using:
 - (i) 2T-LDV1 (for low dollar value requirements), general conditions 2029 will apply to the resulting contract;
 - (ii) 2T-MED1 (for medium complexity requirements), general conditions 2010C will apply to the resulting contract
 - (iii) 2T-HIGH1 (for higher complexity requirements), general conditions 2035 will apply to the resulting contract;
- c. The above templates are set out in buyandsell.gc.ca (<http://buyandsell.gc.ca/policy-and-guidelines/Standard-Acquisition-Clauses-and-Conditions-SACC-Manual/Standard-Procurement-Templates>) Manual issued by Public Works and Government Services Canada.

ANNEX "A" REQUIREMENTS

1.0 Scope

1.1 Background

1.1.1 The Professional Services requested are intended to secure access to suppliers who are experienced at providing Learning services. This will be the prime vehicle used for the acquisition of Traditional Classroom Learning, Blended Learning, and eLearning product development services. This includes the development of new Learning requirements and for the updating and converting existing learning & eLearning products.

1.1.2 Learning development services includes any or all of the following services:

- a. Stream 1 – Strategic Learning Advisory Services
- b. Stream 2 – Instructional Design and Development Services
- c. Stream 3 – Custom eLearning Product Programming
- d. Stream 4 – Rapid eLearning Product Programming
- e. Stream 5 – Quality Assurance
- f. Stream 6 – Multi-Media Design and Development;
- g. Stream 7 – Project Management;
- h. Stream 8 – Training Delivery

1.2 Language Requirement

1.2.1 The Offeror / Supplier will be requested to provide services in either the English or French language, or both, in accordance with each individual requirement.

2.0 Applicable Documents

2.1 The following documents form part of requirements to the extent specified herein, and are supportive of the Requirements when referenced in section 3 – Requirements. All other document references are to be considered supplemental information only.

- a. Appendix1 - Description of Blended Learning and eLearning;
- b. Appendix2 - Acronyms;
- c. Shareable Content Object Reference Model (SCORM) (www.adlnet.org);
- d. Common Look and Feel Guidelines (http://www.cio-dpi.gc.ca/clf-upe/index_e.asp);
- e. Web Content Accessibility Guidelines (WCAG) (<http://www.w3.org/WAI/intro/wcag20.php>)

2.2 In addition to the documents specified in 2.1 above, the following documents form part of the requirements for requirements from the Department of National Defence where referenced in section 3.

- a. DLN Content Development Guide (Current version will be provided with the call-up / contract);
- b. Canadian Forces Individual Training and Education System (CFITES) Manuals
http://cda-acd.mil.ca/DTE/engraph/ITEpolicy/keydocs_e.asp.

* Note for Suppliers: web link is only accessible by DND personnel. It is the responsibility of the supplier to request a copy of the applicable documents for each DND requirement from ncr.learningservicessosa@tpsgc-pwgsc.gc.ca.

2.3 Additional applicable documents may be included with individual requirements.

3.0 REQUIREMENTS

3.1 Stream 1 – STRATEGIC LEARNING ADVISORY SERVICES

3.1.1 Strategic Learning Advisor

3.1.1.1 Tasks of the Strategic Learning Advisor include, but are not limited to:

a. Research Services:

- i. Monitoring the latest developments in technology and providing recommended directions to support the appropriate technical solutions for the learning products being developed;
- ii. Determining what technology and tools are available, ready and useful, and that meet the learners needs and performance objectives;
- iii. Researching and advising on suitability of new learning technologies for adoption;
- iv. Developing standards and processes for new learning technologies;
- v. Performing Vendor Analysis;
- vi. Researching and recommending implementation and evaluation strategies for introduction of new learning technologies.

b. Strategic Advisory Services:

- i. Conducting strategic analysis in support of learning initiatives, including gathering and consolidating relevant data / information through needs assessments and environmental scans
- ii. Analyzing existing capabilities and requirements, developing redesigned frameworks and recommending areas for improved capability;
- iii. Developing and documenting statement of requirements for learning technologies;
- iv. Developing standards and processes for learning products;
- v. Developing service and administration management strategies for learning products; and
- vi. Performing eLearning and/or blended learning readiness studies.

3.1.1.2 Deliverables may include but are not limited to:

a. Research Services

- i. Needs Assessment

- ii. Technology Assessment
- iii. Market Scans and Vendor Analysis
- iv. New Technology Business Cases
- v. Standards and Processes Documents
- vi. Implementations Plans
- vii. Briefings / Presentations

b. Strategic Advisory Services

- i. Strategic Plans
- ii. Business Plans
- iii. Business Cases
- iv. Capability Assessments
- v. Statement of Requirements;
- vi. Readiness Reports;
- vii. Learning Technology Strategy Reports

3.1.1.3 OCCUPATIONAL MINIMUM MANDATORY QUALIFICATIONS

A. SENIOR STRATEGIC LEARNING ADVISOR

No.	Description of Criteria
M.1	Must have a graduate university degree with a Major in one of the following fields: Education, Adult Learning, Distance Learning, or eLearning.
M.2	Must have a minimum of five (5) years experience as a Strategic Learning Advisor.
M.3	If eLearning is expected to be a part of the requirement, must have a minimum of two (2) years experience as a Strategic Learning Advisor where eLearning was part of the requirement.

OR

No.	Description of Criteria
M.1	Must have an undergraduate university degree with a Major in one of the following fields: Education, Adult Learning, Distance Learning, or eLearning.
M.2	Must have a minimum of seven (7) years experience as a Strategic Learning Advisor.
M.3	If eLearning is expected to be a part of the requirement, must have a minimum of two (2) years experience as a Strategic Learning Advisor where eLearning was part of the requirement.

OR

No.	Description of Criteria
M.1	Must have a college diploma (in any field) or university degree (in any field).
M.2	Must have a minimum of nine (9) years experience in instructional design.

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M.3	If eLearning is expected to be a part of the requirement, must have a minimum of two (2) years experience as a Strategic Learning Advisor where eLearning was part of the requirement.
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B. INTERMEDIATE STRATEGIC LEARNING ADVISOR

No.	Description of Criteria
M.1	Must have a graduate university degree with a Major in one of the following fields: Education, Adult Learning, Distance Learning, or eLearning.
M.2	Must have a minimum of one (1) year experience as a Strategic Learning Advisor.
M.3	If eLearning is expected to be a part of the requirement, must have a minimum of one (1) year experience as a Strategic Learning Advisor where eLearning was part of the requirement.

OR

No.	Description of Criteria
M.1	Must have an undergraduate university degree with a Major in one of the following fields: Education, Adult Learning, Distance Learning, or eLearning.
M.2	Must have a minimum of three (3) years experience as a Strategic Learning Advisor.
M.3	If eLearning is expected to be a part of the requirement, must have a minimum of one (1) year experience as a Strategic Learning Advisor where eLearning was part of the requirement.

OR

No.	Description of Criteria
M.1	Must have a college diploma (in any field) or university degree (in any field).
M.2	Must have a minimum of five (5) years experience as a Strategic Learning Advisor.
M.3	If eLearning is expected to be a part of the requirement, must have a minimum of one (1) year experience as a Strategic Learning Advisor where eLearning was part of the requirement.

C. JUNIOR STRATEGIC LEARNING ADVISOR

No.	Description of Criteria
M.1	Must have an undergraduate university degree (in any field).
M.2	Must have a minimum of one (1) year experience as a Strategic Learning Advisor.
M.3	If eLearning is expected to be a part of the requirement, must have a minimum of six (6) months experience as a Strategic Learning Advisor where eLearning was part of the requirement.

OR

No.	Description of Criteria
M.1	Must have a college degree (in any field).

M.2	Must have a minimum of three (3) years experience as a Strategic Learning Advisor.
M.3	If eLearning is expected to be a part of the requirement, must have a minimum of six (6) months experience as a Strategic Learning Advisor where eLearning was part of the requirement.

3.2.0 Stream 2 - Instructional Design & Development Services

3.2.1 Instructional Designer

3.2.1.1 Tasks of an Instructional Designer include, but are not limited to:

- a. Conducting needs assessments in order to examine human performance issues IAW CFITES vol 2, or equivalent, including:
 - i. Conducting performance analyses;
 - ii. Conducting cause analyses; and
 - iii. Identifying solutions and making recommendations.
- b. Assisting in specifying the required training and education outcomes in terms of essential on-job performance IAW CFITES vol 3, or equivalent, including:
 - i. Performing job task analysis;
 - ii. Specifying performance/education/learning objectives (POs/EdOs/LOs); and
 - iii. Producing Qualification Standards (QSs)/ Knowledge standards (KS).
- c. Describing and/or selecting an instructional program IAW CFITES vol 4 and 7, and Defence Learning Network Courseware Development Guidelines, or equivalent including:
 - i. Defining learner characteristics;
 - ii. Performing instructional and learning paths analysis;
 - iii. Preparing learning assessment plans;
 - iv. Designing learning assessment instruments;
 - v. Identifying and costing instructional/blended learning strategies;
 - vi. Specifying instructional strategies;
 - vii. Specifying learning content and lesson guidance; and
 - viii. Producing lesson guidance documentation (design guidance documents and scripted storyboards).
- d. Producing effective Learning instructional materials IAW CFITES vol 5, and Defence Learning Network Courseware Development Guidelines, or equivalent including:
 - i. Identifying training/performance requirements and determining sources of Learning materials;
 - ii. Making recommendations on the procurement of instructional materials;
 - iii. Developing style guides;
 - iv. Producing instructional Learning materials;
 - v. Conducting beta testing and formative evaluations of Learning instructional material to ensure compliance with specified standards and client requirements, and revising as required;
 - vi. Design of student evaluation must ensure correct level. Evaluation should consider level at which students will be required to perform and include level at appropriate level of Bloom's taxonomy;

- vii. Preparing Instructors for the use / implementation of Learning instructional materials into training programs; and
- viii. Recording development costs of Learning instructional materials.
- e. Evaluating instructional materials for possibility of conversion to eLearning in whole or in part IAW Defence Learning Network Courseware Development Guidelines, or equivalent and provide cost estimates of level of effort to convert legacy courseware to eLearning.

3.2.1.2 Deliverables may include but are not limited to:

- i. Needs Assessment Report;
- ii. Qualification Standard (QS);
- iii. Training Plan (TP) or curriculum;
- iv. Design Guidance Document;
- v. Final Scripted Storyboards;
- vi. Style guides;
- vii. Learning instructional materials; and
- viii. Evaluation Report.

3.2.1.3 OCCUPATIONAL MINIMUM MANDATORY QUALIFICATIONS

A. SENIOR INSTRUCTIONAL DESIGNER

No.	Description of Criteria
M.1	Must have a graduate university degree with a Major in one of the following fields: Education, Adult Learning, Distance Learning, or eLearning.
M.2	Must have a minimum of five (5) years experience in instructional design.
M.3	If eLearning is part of the requirement, must have a minimum of two (2) years experience in the instructional design of eLearning product(s).

OR

No.	Description of Criteria
M.1	Must have an undergraduate university degree with a Major in one of the following fields: Education, Adult Learning, Distance Learning, or eLearning.
M.2	Must have a minimum of seven (7) years experience in instructional design.
M.3	If eLearning is part of the requirement, must have a minimum of two (2) years experience in the instructional design of eLearning product(s).

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OR

No.	Description of Criteria
M.1	Must have a college diploma (in any field) or university degree (in any field).
M.2	Must have a minimum of nine (9) years experience in instructional design.
M.3	If eLearning is part of the requirement, must have a minimum two (2) years experience in the instructional design of eLearning product(s).

B. INTERMEDIATE INSTRUCTIONAL DESIGNER

No.	Description of Criteria
M.1	Must have a graduate university degree with a Major in one of the following fields: Education, Adult Learning, Distance Learning, or eLearning.
M.2	Must have a minimum of one (1) year experience in instructional design..
M.3	If eLearning is part of the requirement, must have a minimum of one (1) years experience in the instructional design of eLearning product(s).

OR

No.	Description of Criteria
M.1	Must have an undergraduate university degree with a Major in one of the following fields: Education, Adult Learning, Distance Learning, or eLearning..
M.2	Must have a minimum of three (3) years experience in instructional design..
M.3	If eLearning is part of the requirement, must have a minimum of one (1) years experience in the instructional design of eLearning product(s).

OR

No.	Description of Criteria
M.1	Must have a college diploma (in any field) or university degree (in any field).
M.2	Must have a minimum of five (5) years experience in instructional design.

M.3	If eLearning is part of the requirement, must have a minimum of one (1) years experience in the instructional design of eLearning product(s).
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C. JUNIOR INSTRUCTIONAL DESIGNER

No.	Description of Criteria
M.1	Must have an undergraduate university degree (in any field).
M.2	Must have a minimum of one (1) year experience in instructional design.
M.3	If eLearning is part of the requirement, must have a minimum of six (6) months experience in the instructional design of eLearning product(s).

OR

No.	Description of Criteria
M.1	Must have a college degree (in any field).
M.2	Must have a minimum of three (3) years experience in instructional design.
M.3	If eLearning is part of the requirement, must have a minimum of six (6) months experience in the instructional design of eLearning product(s).

3.2.2 Content Subject Matter Expert (SME)

3.2.2.1 Tasks of the Content Subject Matter Expert include, but are not limited to:

- a. Verifying the scope of the content requirements;
- b. Identifying the content, including identifying source material and reference items, such as books, articles, videotapes, and static media;
- c. Editing and proofreading the content before and after implementation;
- d. Reviewing the design documents, scripts, and the final deliverable to verify content accuracy.

3.2.2.2 Deliverables may include but are not limited to:

- a. Subject Matter Content.

3.2.2.3 OCCUPATIONAL MINIMUM MANDATORY QUALIFICATIONS

A. SENIOR CONTENT SUBJECT MATTER EXPERT

No.	Description of Criteria
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M.1	Must have a minimum of ten (10) years experience in the content area related to the requirement.
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B. INTERMEDIATE CONTENT SUBJECT MATTER EXPERT

No.	Description of Criteria
M.1	Must have a minimum of seven (7) years experience in the content area related to the requirement.

C. JUNIOR CONTENT SUBJECT MATTER EXPERT

No.	Description of Criteria
M.1	Must have a minimum of five (5) years experience in the content area related to the requirement.

3.2.3 Technical Writing

3.2.3.1 Tasks of the Technical Writer include, but are not limited to:

- a. Verifying scope of the content;
- b. Performing and end user analysis;
- c. Conducting research and analysis of the information provided;
- d. Writing theoretical and procedural content based;
- e. Editing copy
- f. Creating manuals;
- g. Reviewing, editing and proofreading material;
- h. Reviewing accuracy and usability of written material

3.2.3.2 Deliverables may include but are not limited to:

- a. Student Manuals
- b. User Manuals
- c. Guidebooks

3.2.3.3 OCCUPATIONAL MINIMUM MANDATORY QUALIFICATIONS

A. SENIOR TECHNICAL WRITER

No.	Description of Criteria
M.1	Must have a college diploma (in any field) or university degree (in any field).
M.2	Must have a minimum of nine (9) years experience as a Technical Writer.

B. INTERMEDIATE TECHNICAL WRITER

No.	Description of Criteria
M.1	Must have a college diploma (in any field) or university degree (in any field).
M.2	Must have a minimum of five (5) years experience as a Technical Writer.

C. JUNIOR TECHNICAL WRITER

No.	Description of Criteria
M.1	Must have a college diploma (in any field) or university degree (in any field).
M.2	Must have a minimum of three (3) years experience as a Technical Writer.

3.3.0 Stream 3 – Custom eLearning Product Programming

3.3.1 Tasks of a Custom eLearning Product Programmer include, but are not limited to:

- a. Reviewing, analyzing and making recommendations with respect to programming issues on project documentation including:
 - i. Coding standard(s) chosen;
 - ii. Client Needs Assessment; and
 - iii. Infrastructure topology.
- b. Developing advanced project components, including:
 - i. A User Interface in accordance with the Style Guide;
 - ii. Pseudo-code and metadata templates;
 - iii. Advanced JavaScript course elements;
 - iv. All course elements and related assets;
 - v. SCO and Asset Metadata documents;
 - vi. SCORM® conformance and usability testing;
 - vii. Quality assurance testing; and
 - viii. A Maintenance Guide that provides information relevant to modifying and maintaining the end products.
- c. Coding / programming eLearning product elements in accordance with the Instructional Design Document(s), including:
 - i. Multi-Media elements;
 - ii. Interactive elements;
 - iii. Instruction content elements;
 - iv. Shareable Content Objects (SCOs);
 - v. Assessment instruments; and
 - vi. Evaluation instruments.
- d. Designing and Developing data structure, including:
 - i. Designing database structures and relationships; and

- ii. Documenting database implementation including connection details.
- e. Implementing quality assurance and test plans;
- f. Providing technical guidance including:
 - i. Recommending best practices;
 - ii. Making recommendations regarding eLearning product development;
 - iii. Identifying and recommending solutions to identified coding issues;
 - iv. Reviewing test documentation; and
 - v. Documenting solutions or work-arounds to identified issues.

3.3.2 Deliverables may include but are not limited to:

- a. User Interface;
- b. Prototype SCO for testing with SCORM Test Logs;
- c. XML, XSLT, and XHTML based templates;
- d. Alpha, Beta, and Final versions of eLearning Products
- e. SCORM conformant course w/SCORM Test Logs
- f. Maintenance Guide that provides detailed instructions on maintenance and modification of eLearning products; and
- g. Interactive Multimedia Objects.

3.3.3 OCCUPATIONAL MINIMUM MANDATORY QUALIFICATIONS

A. SENIOR CUSTOM ELEARNING PRODUCT PROGRAMMER

No.	Description of Criteria
M.1	Must have a University degree (in any field) or College diploma (in any field).
M.2	Must have a minimum of seven (7) years experience in programming web-based applications using Java, C-based language, or a scripting language, as well as, database and/or file structured back-ends.
M.3	Must have developed and packaged a minimum of four (4) CBT and/or WBT courses within the last four (4) years.
M.4	Must have optimized for performance including Multi-Media assets audio, video, or still images for a minimum of four (4) eLearning products.
M.5	If SCORM is required as part of the requirement, then must have developed SCORM Conformant content (any version, including content packages and metadata) for a minimum of nine (9) SCORM courses within the last three (3) years.

B. INTERMEDIATE CUSTOM ELEARNING PRODUCT PROGRAMMER

No.	Description of Criteria
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M.1	Must have a University degree (in any field) or College diploma (in any field).
M.2	Must have a minimum of three (3) years experience in programming web-based applications using Java, C-based language, or a scripting language, as well as, database and/or file structured back-ends.
M.3	Must have developed and packaged a minimum of two (2) CBT and/or WBT courses within the last three (3) years.
M.4	Must have optimized for performance including Multi-Media assets audio, video, or still images for a minimum of (2) eLearning products; and
M.5	If SCORM is required as part of the requirement, then must have developed SCORM Conformant content (any version as specified by the client, including content packages and metadata files) for a minimum of two (2) SCORM courses within the last three (3).

C. JUNIOR CUSTOM ELEARNING PRODUCT PROGRAMMER

No.	Description of Criteria
M.1	Must have a University degree (in any field) or College diploma (in any field).
M.2	Must have a minimum of one (1) year experience in programming web-based applications using Java, C-based language, or a scripting language, as well as, database and/or file structured back-ends.
M.3	Must have developed and packaged a minimum of one (1) CBT or WBT course within the last three (3) years.
M.4	Must have optimized for performance including Multi-Media assets audio, video, or still images for a minimum of one (1) eLearning products.
M.5	If SCORM is required as part of the requirement, then must have developed SCORM Conformant content (any version as specified by the client, including content packages and metadata files) for a minimum of one (1) SCORM courses within the last three (3) years.

OR

No.	Description of Criteria
M.1	Must have a Secondary School diploma.
M.2	Must have a minimum of three (3) years experience in programming web-based applications using Java, C-based language, or a scripting language, as well as, database and/or file structured back-ends.

M.3	Must have developed and packaged a minimum of one (1) CBT or WBT course within the last three (3) years.
M.4	Must have optimized for performance including Multi-Media assets audio, video, or still images for a minimum of one (1) eLearning products.
M.5	If SCORM is required as part of the requirement, then must have developed SCORM Conformant content (any version as specified by the client, including content packages and metadata files) for a minimum of one (1) SCORM courses within the last three (3) years.

3.4 Stream 4 – Rapid eLearning Product Programming

3.4.1 Rapid eLearning Product Programmer

3.4.1.1 Tasks of a Rapid eLearning Product Programmer resource include, but are not limited to:

- a. Creating multimedia animation using images, sound, and video;
- b. Using authoring software to assemble eLearning content and publish the course in accordance with the Instructional Design Document(s);
- c. Designing and creating interactions that are packaged in a rapid eLearning software;
- d. Troubleshooting and resolving online course interactions that are not publishing correctly or reporting correctly to a Learning Management system;
- e. Working with instructional designers to develop the content based on storyboards;
- f. Providing advice on the suitable interaction and also on the limits of certain applications;
- g. Creating reusable online content;

3.4.1.2 Deliverables may include but are not limited to:

- a. Alpha, Beta, and Final versions of eLearning Products;
- b. SCORM conformant course; and
- c. Maintenance Guide that provides detailed instructions on maintenance and modification of eLearning products.

3.4.1.3 OCCUPATIONAL MINIMUM MANDATORY QUALIFICATIONS

A. SENIOR RAPID ELEARNING PRODUCT PROGRAMMER

No.	Description of Criteria
M.1	Must have a University degree (in any field) or College diploma (in any field).

M.2	Must have developed a minimum of five (5) eLearning courses in the last two (2) years using rapid eLearning tools (as specified by the client, such as Adobe Illustrator, Adobe Photoshop, Adobe Captivate, Adobe Dreamweaver, Adobe Contribute, HTML, CSS, Adobe Flash and/or Articulate by Techsmith)
M.3	If SCORM is required as part of the requirement, then must have developed SCORM Conformant content (any version as specified by the client, including content packages and metadata files) for a minimum of three (3) SCORM courses within the last two (2) years.

B. INTERMEDIATE RAPID ELEARNING PRODUCT PROGRAMMER

No.	Description of Criteria
M.1	Must have a University degree (in any field) or College diploma (in any field).
M.2	Must have developed a minimum of four (4) eLearning courses in the last two (2) years using rapid eLearning tools (as specified by the client, such as Adobe Illustrator, Adobe Photoshop, Adobe Captivate, Adobe Dreamweaver, Adobe Contribute, HTML, CSS, Adobe Flash and/or Articulate by Techsmith)
M.3	If SCORM is required as part of the requirement, then must have developed SCORM Conformant content (any version as specified by the client, including content packages and metadata files) for a minimum of two (2) SCORM courses within the last two (2) years.

C. JUNIOR RAPID ELEARNING PRODUCT PROGRAMMER

No.	Description of Criteria
M.1	Must have a minimum of Secondary School Diploma.
M.2	Must have developed a minimum of three (3) eLearning courses in the last two (2) years using rapid eLearning tools (as specified by the client, such as Adobe Illustrator, Adobe Photoshop, Adobe Captivate, Adobe Dreamweaver, Adobe Contribute, HTML, CSS, Adobe Flash and/or Articulate by Techsmith)
M.3	If SCORM is required as part of the requirement, then must have developed SCORM Conformant content (any version as specified by the client, including content packages and metadata files) for a minimum of one (1) SCORM course within the last two (2) years.

3.5.0 Stream 5 - Quality Assurance

3.5.1 Tasks of a Quality Assurance resource include, but are not limited to:

- a. Developing a Quality Assurance (QA) plan, including:
 - i. Quality standards, methodologies, procedures and tools for performing the quality assurance activities
 - ii. Resources, schedule and responsibilities for conducting the QA activities; and
 - iii. Selected activities and tasks for supporting processes, such as verification, validation, joint review, audit and problem resolution

- b. Developing quality assurance test plan(s), including alpha, beta and pilot testing;
- c. Implementing Quality Assurance test plan(s), including:
- i. Testing eLearning programs for conformity to client approved design documents, instructional standards, guidance and specifications, scripts and storyboards;
 - ii. Testing the eLearning program for interactivity, functionality and programming bugs;
 - iii. Assuring grammatical and spelling accuracy in English, French, or both languages in accordance with the requirement;
 - iv. Ensuring consistency throughout the Learning product in presentation and style including use of colors, fonts, formats, navigation architecture & strategy, modularization, consistency between English and French versions;
 - v. Ensuring consistency with guidelines, conventions, taxonomies and / or best practice in the use of metadata; and
 - vi. Testing for SCORM conformance in an approved LMS/LCMS testing environment;
 - vii. Performing testing of eLearning programs to ensure they function as planned in the client LMS/LCMS environment; and
 - viii. Recording the results of all QA interventions and making them available to the Technical Authority.
- d. Writing reports based upon the results of the QA Test Plan.

3.5.2 Deliverables may include but are not limited to:

- a. QA Plan
- b. Product QA tests and test plans
- c. Product QA test reports

3.5.3 OCCUPATIONAL MINIMUM MANDATORY QUALIFICATIONS

A. QUALITY ASSURANCE SPECIALIST

No.	Description of Criteria
M.1	Must have a minimum of three (3) years of experience in developing QA policies, plans, procedures and metrics.
M.2	Must have a minimum of three (3) years of experience in developing software development standards.
M.3	Must have a minimum of three (3) years of experience in managing the QA process.

B. SENIOR TESTER

No.	Description of Criteria
M.1	Must have a minimum of four (4) years of experience with eLearning products in conducting testing in accordance with Test Plans.
M.2	Must have a minimum of four (4) years of experience with eLearning products in supervision of testing.
M.3	Must have a minimum of four (4) years of experience with eLearning products in management of test plans derived by the QA process.

M.4	Must have a minimum of four (4) years of experience with eLearning products in establishing testing procedures.
M.5	Must have a minimum of four (4) years of experience with eLearning products in development of test scenarios and test scripts.
M.6	Must have a minimum of four (4) years of experience with eLearning products in establishing a validation and verification capability.
M.7	If SCORM is required as part of the requirement, then must have tested SCORM Conformant content (any version, including content packages and metadata files) for a minimum of six (6) SCORM courses within the last three (3) years.

C. JUNIOR TESTER

No.	Description of Criteria
M.1	Must have a minimum of two (2) years of experience with eLearning products in conducting testing in accordance with Test Plans.
M.2	Must have a minimum of two (2) years of experience with eLearning products in supervision of testing.
M.3	Must have a minimum of two (2) years of experience with eLearning products in developing test plans.
M.4	Must have a minimum of two (2) years of experience with eLearning products in development of test scenarios and test scripts.
M.5	Must have a minimum of two (2) years of experience with eLearning products in establishing a validation and verification capability.
M.6	If SCORM is required as part of the requirement, then must have tested SCORM Conformant content (any version, including content packages and metadata files) for a minimum of three (3) SCORM courses within the last three (3) years.

3.6.0 Stream 6 - Multi-Media Design & Development

3.6.1 Graphic Design

3.6.1.1 Tasks of a Graphic Designer include, but are not limited to:

- a. Determine the best way to achieve the desired graphics either through the use of existing stock, development of new material, or combination of both;
- b. Consulting with clients to establish the overall look and graphical elements;
- c. Reviewing the Presentation Design Document and/or the Scripted Storyboards and making recommendations to the Instructional Designer(s) and/or client; including:
 - i. Consulting the clients regarding associated costs;
 - ii. Validating that the design is engaging and meets the client requirements.

- d. Create designs, concepts, and sample layouts of graphical elements in accordance with the Presentation Design Documents and the Scripted Storyboards.
- e. Determine size and arrangement of illustrative material and copy, and select style and size of type;
- f. Create new images using computer software;
- g. Mark up, paste, and assemble final layouts
- h. Digitizing images

3.6.1.2 Deliverables may include but are not limited to:

- a. Graphic Concepts
- b. Graphics
- c. Sample Layouts
- d. Final Layouts
- e. Multimedia Graphic Objects

3.6.1.3 OCCUPATIONAL MINIMUM MANDATORY QUALIFICATIONS

A. SENIOR GRAPHICS DESIGNER

No.	Description of Criteria
M.1	Must have a University degree (in any field) or College diploma (in any field).
M.2	Must have a minimum of three (3) years of experience within the last five (5) years as a Graphic Designer.

B. INTERMEDIATE GRAPHICS DESIGNER

No.	Description of Criteria
M.1	Must have a University degree (in any field) or College diploma (in any field).
M.2	Must have a minimum of three (3) years of experience within the last five (5) years as a Graphic Designer.

C. Junior Graphics Designer

No.	Description of Criteria
M.1	Must have a University degree (in any field) or College diploma (in any field).
M.2	Must have a minimum of one (1) year of experience within the last five (5) years as a Graphic Designer.

OR

No.	Description of Criteria
M.1	Must have a Secondary School diploma.

M.2	Must have a minimum of three (3) years of experience within the last five (5) years as a Graphic Designer.
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3.6.2 Photography

3.6.2.1 Tasks of a Photographer include, but are not limited to:

- a. Determine the best way to achieve the desired Photographs either through the use of existing stock, development of new material, or combination of both;
- b. Use traditional or digital cameras to take pictures either in a studio or on location;
- c. Adjust apertures, shutter speeds, and camera focus based on a combination of factors such as lighting, field depth, subject motion, film type, and film speed;
- d. Determine desired images and picture composition; and select and adjust subjects, equipment and/or lighting to achieve desired result;
- e. Scan photographs into computers for editing, storage, and/or electronic transmission;
- f. Measure light levels, distances, and numbers of exposures needed;
- g. Manipulate and enhance scanned and/or digital images to create desired effects, using computers and specialized software.
- h. Reviewing the Presentation Design Document and/or the Scripted Storyboards and making recommendations to the Instructional Designer(s) and/or client; including:
 - i. Consulting the clients regarding associated costs;
 - ii. Validating that the design is engaging and meets the client requirements.

3.6.2.2 Deliverables may include but are not limited to:

- a. High quality photos;
- b. Web-ready photos and thumbnails;
- c. Panoramic photos;
- d. Virtual spaces;

3.6.2.3 OCCUPATIONAL MINIMUM MANDATORY QUALIFICATIONS

A. PHOTOGRAPHER

No.	Description of Criteria
M.1	Must have a University degree (in any field) or College diploma (in any field).
M.2	Must have a minimum of three (3) years of experience within the last six (6) years as a Photographer.

OR

No.	Description of Criteria
M.1	Must have a Secondary School diploma.
M.2	Must have a minimum of five (5) years of experience within the last eight (8) years as a Photographer.

3.6.3 Animator

3.6.3.1 Tasks of an Animator include, but are not limited to:

- a. Determine the best way to achieve the desired animation either through the use of existing stock, development of new material, or combination of both;
- b. Design and create two-dimensional and three-dimensional images depicting objects in motion and/or illustrating a process, using computer animation or modelling programs;
- c. Make objects or characters appear lifelike by manipulating light, colour, texture, shadow, and transparency to give the illusion of motion;
- d. Create Storyboards that show the flow of the animation and map out key scenes and/or characters;
- e. Reviewing the Presentation Design Document and/or the Scripted Storyboards and making recommendations to the Instructional Designer(s) and/or client; including: Create Storyboards that show the flow of the animation and map out key scenes and/or characters;
 - i. Consulting the clients regarding associated costs;
 - ii. Validating that the design is engaging and meets the client requirements.

3.6.3.2 Deliverables may include but are not limited to:

- a. 2D and 3D animations;
- b. Serious gaming objects, such as avatars, systems, and landscapes;

3.6.3.3 OCCUPATIONAL MINIMUM MANDATORY QUALIFICATIONS**A. SENIOR ANIMATOR**

No.	Description of Criteria
M.1	Must have a University degree (in any field) or College diploma (in any field).
M.2	Must have a minimum of five (5) years of experience within the last eight (8) years as an Animator.

B. INTERMEDIATE ANIMATOR

No.	Description of Criteria
M.1	Must have a University degree (in any field) or College Diploma (in any field).
M.2	Must have a minimum of three (3) years of experience within the last six (6) years as an Animator.

C. JUNIOR ANIMATOR

No.	Description of Criteria
M.1	Must have a University degree (in any field) or College diploma (in any field).
M.2	Must have a minimum of one (1) year of experience within the last six (6) years as an Animator.

OR

No.	Description of Criteria
M.1	Must have a Secondary School diploma.
M.2	Must have a minimum of three (3) years of experience within the last six (6) years as an Animator.

3.6.4 Video Production**3.6.4.1** Tasks of a Video Producer include, but are not limited to:

- a. Determine the best way to achieve the desired video either through the use of existing stock, development of new material, or combination of both;
- b. Cut shot sequences to different angles at specific points in scenes in order to make individual cuts fluid and seamless;
- c. Edit video to insert music, dialogue, and/or sound effects;
- d. Select and combine scenes to form a logical and smoothly running story;
- e. Determine the specific audio and visual effects, and/or music necessary to complete the video;
- f. Reviewing the Presentation Design Document and/or the Scripted Storyboards and making recommendations to the Instructional Designer(s) and/or client; including:
 - i. Consulting the clients regarding associated costs;
 - ii. Validating that the design is engaging and meets the client requirements.

3.6.4.2 Deliverables may include but are not limited to:

- a. High quality video;
- b. Web-ready video;

3.6.4.3. OCCUPATIONAL MINIMUM MANDATORY QUALIFICATIONS**A. VIDEO PRODUCER**

No.	Description of Criteria
M.1	Must have a University degree (in any field) or College diploma (in any field).
M.2	Must have a minimum of three (3) years of experience within the last six (6) years as a Video Producer.

OR

No.	Description of Criteria
M.1	Must have a Secondary School diploma.
M.2	Must have a minimum of five (5) years of experience within the last eight (8) years as a Video Producer.

3.6.5 Audio Production**3.6.5.1** Tasks of an Audio Producer include, but are not limited to:

- a. Determine the best way to achieve the desired audio, sound bite, music, sound effects, and/or audio clip either through the use of existing stock, development of new material, or combination of both;
- b. Record speech, music, and other sounds
- c. Regulate volume level and sound quality during recording sessions;
- d. Mix and edit voices, music, sound effects;
- e. Separate instruments, vocals, and other sounds, then combine later during the mixing or post production stage;
- f. Synchronize and equalize pre-recorded dialogue, music, and sound effects with animation, video, and/or into the learning product;
- g. Reviewing the Presentation Design Document and/or the Scripted Storyboards and making recommendations to the Instructional Designer(s) and/or client; including:
 - i. Consulting the clients regarding associated costs;
 - ii. Validating that the design is engaging and meets the client requirements.

3.6.5.2 Deliverables may include but are not limited to:

- a. High quality audio;
- b. Web-ready audio;

3.3.5.3 OCCUPATIONAL MINIMUM MANDATORY QUALIFICATIONS

A. AUDIO PRODUCER

No.	Description of Criteria
M.1	Must have a University degree (in any field) or College diploma (in any field).
M.2	Must have a minimum of three (3) years of experience within the last six (6) years as an Audio Producer.

OR

No.	Description of Criteria
M.1	Must have a Secondary School diploma.
M.2	Must have a minimum of five (5) years of experience within the last eight (8) years as an Audio Producer.

3.6.6 Multimedia Director

3.6.6.1 Tasks of a Multimedia Director include, but are not limited to:

- a. Determine the best way to achieve the desired audio, sound bite, music, sound effects, and/or audio clip either through the use of existing stock, development of new material, or combination of both;
- b. Coordinate the work of camera and/or audio resource(s);
- c. Coordinate with Video and/or Audio Producers during the post-production process;

- d. Plan details such as framing, composition, camera movement, sound, and actor movement for each shot or scene;
- e. Establish pace of programs and sequences of scenes according to time requirements and cast and set accessibility;
- f. Select settings and locations for Video and determine how scenes will be shot in those settings;
- g. Coordinate rehearsals and communicate the "approach, characterization, and movement" needed for each scene
- h. Reviewing the Presentation Design Document and/or the Scripted Storyboards and making recommendations to the Instructional Designer(s) and/or client; including:
 - i. Consulting the clients regarding associated costs;
 - ii. Validating that the design is engaging and meets the client requirements.

3.6.6.2 Deliverables may include but are not limited to:

- a. Production ready storyboards;
- b. A finished multimedia eLearning product.

3.6.6.3 OCCUPATIONAL MINIMUM MANDATORY QUALIFICATIONS

A. MULTIMEDIA DIRECTOR

No.	Description of Criteria
M.1	Must have a University degree (in any field) or College diploma (in any field).
M.2	Must have a minimum of one (1) year of experience within the last six (6) years as a Multimedia Director.

OR

No.	Description of Criteria
M.1	Must have a Secondary School diploma.
M.2	Must have a minimum of three (3) years of experience within the last six (6) years as Multimedia Director.

3.6.7 Narration

3.6.7.1 Tasks of a Narrator include, but are not limited to:

- a. Performing the voice dialogue of scripted storyboards whereby the narrator communicates directly to the reader.
- b. Performing the voice-over presentation to the audience (also known as off-camera or off-stage commentary).
- c. Performing voice-acting activities, not limited to, animated characters for short films, video games, instructional videos, singing, etc.

3.6.7.2 Deliverables may include but are not limited to:

- a. Sample audio recordings;
- b. Final audio recordings;

- c. Sample voice dialogue recordings;
- d. Final voice dialogue recordings;

3.6.7.3 OCCUPATIONAL MINIMUM MANDATORY QUALIFICATIONS

A. NARRATOR

No.	Description of Criteria
M.1	Must have a minimum of a Secondary School diploma, College diploma (in any field) or a University Degree (in any field).
M.2	Must have a minimum of one (1) year of experience within the last three (3) years as a Narrator.

3.7.0 Stream 7 - Project Management

3.7.1 Tasks of a Project Manager include, but are not limited to:

- a. Managing the scope of the projects and products, budget and schedule;
- b. Developing and updating the work breakdown structure and detailed project plans;
- c. Tracking project plans and managing resources;
- d. Managing the change control process;
- e. Maintaining communication with government stakeholders and other project managers and reports progress of the project on an ongoing basis and at scheduled points in the life cycle;
- f. Managing risks and implementing problem resolutions;
- g. Planning, organizing, directing and controlling quality assurance throughout the project; and
- h. Supporting the release, implementation and delivery of products.

3.7.2 Deliverables may include but are not limited to:

- a. Work Breakdown Structure;
- b. Project Plan; and
- c. Project Status Reports.

3.7.3 OCCUPATIONAL MINIMUM MANDATORY QUALIFICATIONS

A. SENIOR PROJECT MANAGER

No.	Description of Criteria
M.1	Must have a University degree (in any field) or a College Diploma (in any field) or a Project Management Professional (PMP) certification from the Project Management Institute. www.pmi.org
M.2	Must have a minimum of six (6) years experience as a Project Manager, including three (3) years experience in managing training projects.
M.3	If eLearning is part of the requirement, then the Project Manager must have a minimum of three (3) years experience in managing eLearning and/or software projects, including a minimum of one (1) year of experience in managing eLearning projects.

B. INTERMEDIATE PROJECT MANAGER

No.	Description of Criteria
M.1	Must have a University degree (in any field) or a College Diploma (in any field) or a Project Management Professional (PMP) certification from the Project Management Institute. www.pmi.org
M.2	Must have a minimum of four (4) years experience as a Project Manager, including two (2) years experience in managing training projects.
M.3	If eLearning is part of the requirement, then the Project Manager must have a minimum of two (2) years experience in managing eLearning and/or software projects, including a minimum of one (1) year of experience in managing eLearning projects.

C. JUNIOR PROJECT MANAGER

No.	Description of Criteria
M.1	Must have a University degree (in any field) or a College Diploma (in any field) or a Project Management Professional (PMP) certification from the Project Management Institute. www.pmi.org
M.2	Must have a minimum of two (2) years experience as a Project Manager, including a minimum of one (1) year experience in managing training projects.
M.3	If eLearning is part of the requirement, then the Project Manager must have a minimum of two (2) years experience in managing eLearning and/or software projects, including a minimum of one (1) year of experience in managing eLearning projects.

3.8.0 Stream 8 – Training Delivery

3.8.1 Instructor

3.8.1.1 Instructors may be used to teach government owned training in any of the subject areas identified below. Subject areas are based upon the content and not the target population.

- a. Human Resources;
- b. Finance;
- c. Management Skills;
- d. Leadership Development;
- e. Change Management;
- f. Project Management;
- g. Career Counselling;
- h. Environment;
- i. Energy Management;
- j. Military Occupation Training;
- k. Public Safety;
- l. Health & Safety;
- m. Information Technology;
- n. General (subject area to be identified in the resulting call-up or bid solicitation)

3.8.1.2 Tasks of the Instructors include, but are not limited to:

- a. Deliver the training in accordance with the course Lesson Plan, using appropriate Adult Education techniques
- b. Setting up the classroom prior to the start of the scheduled start time;
- c. Provide administrative briefing to participants at the beginning of the course outlining location of fire exits, washrooms, restaurant facilities, lunchroom area, and course outline.
- d. Distribute attendance list to participants for their signature;
- e. Evaluate tests and/or assignments;
- f. Distribute course certificates to participants;
- g. Distribute course evaluations to participants.
- h. Provide any feedback and recommendations to the Project Authority regarding the course;
- i. Set-up the online environment in accordance with the training plan.

3.8.1.3 Deliverables may include but are not limited to:

- a. Course Feedback Report

3.8.1.4 OCCUPATIONAL MINIMUM MANDATORY QUALIFICATIONS

A. SENIOR INSTRUCTOR

No.	Description of Criteria
M.1	Must have a minimum of one hundred and twenty (120) training days within the last three (3) years in Instructing in the identified subject area.
M.2	Must have a minimum of one (1) year experience (not as an Instructor) in the identified subject area..

B. INTERMEDIATE INSTRUCTOR

No.	Description of Criteria
M.1	Must have a minimum of sixty (60) training days within the last three (3) years in Instructing in the identified subject area.
M.2	Must have a minimum of one (1) year experience (not as an Instructor) in the identified subject area.

C. JUNIOR INSTRUCTOR

No.	Description of Criteria
M.1	Must have a minimum of thirty (30) training days within the last three (3) years in Instructing in the identified subject area.

3.8.2 Training Facilitator

- a. Training Facilitators may be used to facilitate any government owned training that is delivered as in-person training facilitation (e.g. classroom), online facilitation, and for blended training facilitation (e.g. classroom and online).

3.8.2.1 Definition of Online Facilitation

- a. Online Facilitation involves managing learners and learning through an online medium such as virtual classroom applications. It also refers to the management of online communication between learners by a facilitator. In this regard, online facilitation is moving from an emphasis on web content to a more interactive structure that recognizes the social and interactive elements of knowledge construction, and to pedagogical approaches that enable learner centred, rather than facilitator driven learning.
- b. There are two main types of online facilitation:
- i. **Asynchronous** – communications such as discussion forums, electronic bulletin boards and e-groups in which the facilitator acts as a moderator reviewing contributors message offline and posting administrative messages; and
 - ii. **Synchronous** – events in which the facilitator works in real time, leading or assisting in the delivery of instruction to learners within a virtual classroom application though lecture, discussion, interactive exercises, use of slides, whiteboard, application sharing and document review, and other tools and techniques commonly associated with virtual classroom applications.'
- c. Means of online facilitation include, but are not limited to the following:
- i. Virtual Classroom application software;
 - ii. Static Text;
 - iii. Threaded or unthreaded discussion boards;
 - iv. Instant Messaging (IM) or Chat;
 - v. Live voice or video;
 - vi. Provision of links to other materials or lists of materials;
 - vii. E-mail; and
 - viii. Non-virtual means, such as phone support.

3.8.2.2 Tasks of a Training Facilitator include, but are not limited to:

- a. Becoming familiar with the course content prior to course delivery;
- b. Attending train-the-training sessions, dry run and pilot tests;
- c. Contribute suggestions towards course improvements or revisions;
- d. Deliver training by:
 - i. Guiding learners through course materials and specific activities (e.g. problem solving, information sharing), and focusing on critical points;
 - ii. Critiquing work / thinking in a supportive fashion;
 - iii. Promoting interactivity and discussions;
 - iv. Maintaining a pace suitable to the course schedule;
 - v. Creating and fostering a collaborative and safe environment for participants;vi. Motivating learners to take responsibility for their own learning;
 - vii. Catering to different learning preferences and learner needs, finding the optimal balance between private e-mail and public discussions, and encouraging collaborative work and learner-learner or group discussions;
 - viii. Moderating and/or managing discussions, encouraging and gently guiding the discussion, planting ideas or starting new topics, and managing differences of opinion or perspectives effectively
 - ix. Sharing information and resources with the group;

x. Answering participants' questions and provide help when required.

- e. Helping learners make the transition from private one-on-one e-mail to group participation;
- f. Assisting learners to become comfortable with systems and software;
- g. Scanning for copyrighted material that shouldn't be posted without permission of the author.

3.8.2.3 Deliverables may include but are not limited to:

- a. Course Feedback Reports

3.8.2.4 OCCUPATIONAL MINIMUM MANDATORY QUALIFICATIONS

A. SENIOR TRAINING FACILITATOR

No.	Description of Criteria
M.1	Must have delivered a minimum of one hundred and twenty (120) training days within the last three (3) years as a Training Facilitator
M.2	If online training facilitation is part of the requirement, then must have delivered a minimum of ninety (90) training hours within the last three (3) years as an Online Training Facilitator.

B. INTERMEDIATE TRAINING FACILITATOR

No.	Description of Criteria
M.1	Must have delivered a minimum of sixty (60) training days within the last three (3) years as a Training Facilitator
M.2	If online training facilitation is part of the requirement, then must have delivered a minimum of sixty (60) training hours within the last three (3) years as an Online Training Facilitator.

C. JUNIOR TRAINING FACILITATOR

No.	Description of Criteria
M.1	Must have delivered a minimum of thirty (30) training days within the last three (3) years as a Training Facilitator.
M.2	If online training facilitation is part of the requirement, then must have delivered a minimum of thirty (30) training hours within the last three (3) years as an Online Training Facilitator.

4.0 Deliverables - General

- 4.1 All documentation is to be provided in hard and/or soft copy, in the language of English or French, or both and in the format in specified with call-up / contract.
- 4.2 Call-ups / Contracts that specify that the eLearning products will be delivered by a LMS, must be tested and proved functional by the Offeror / Supplier prior to acceptance.

5.0 Management Requirements

5.1 Quality Assurance And Control Processes

- 5.1.1 As a minimum, the Offeror / Supplier must implement the Quality Assurance (QA) Plan, in order to ensure the quality of the services provided by the Offeror / Supplier. The following lists represent the acceptable criteria for eLearning products.

Level	Description
5 – System Level CATASTROPHIC	The entire application or system is unusable, catastrophic failure, usually requires restart or re-initialization or reboot.
4 – Sub-system / Module Level CRITICAL	A sub-system or module becomes unusable.
3 – Feature / Function Level SERIOUS	Feature or function does not work at all or aborts.
2 – Sub-Feature Level MINOR	A particular aspect of a function / feature does not function properly, but the overall feature / function is still usable.
1 – Formatting / Cosmetic SIMPLE	The layout or format of data, reports, messages, screens and other cosmetic issues require changing; no impact on usability. If there is an impact on usability, then the error may need to be reclassified at a higher level.

Acceptance Testing	
Validation Testing	No Level 5 errors by the start of System Testing
System Testing	No Level 4 errors by the start of Alpha Testing
Alpha Testing	No Level 3 errors by the start of Beta Testing
Release	Only Level 2 and Level 1 errors remain

5.2 Project Management

- 5.2.1 The Offeror / Supplier must provide status report(s) to the Technical Authority as and when requested and on the date(s) specified in the requirement, which must include as a minimum:
- a. A summary of the work accomplished to date, using a Gantt chart. This summary must include the identification of personnel, and hours expended on each task, the progress report must highlight:
 - i. Tasks completed;
 - ii. Effort expended thus far;
 - iii. Estimate of additional work needed to complete the deliverable/task;
 - iv. Details of issues/problems encountered with proposed solutions;
 - v. Proposed changes to the work plan with reasons;
 - vi. Issues must be identified by one of three level indicators:

§ GREEN - on schedule,

§ YELLOW - minor issue that will not affect the deliverable date, and

§ RED - major issues which may impact deliverables.

b. The Offeror / Supplier must schedule status meetings on a regular basis as defined during the project kick-off meeting.

6.0 Work Location

6.1 Unless specified otherwise in any resultant call-up / Contract, the Work will be performed at the Offeror / Supplier's own place of business or offices and the Offeror / Supplier must provide adequate work space, office equipment and must furnish its own test and development hardware and software prior to implementation, to ensure the uninterrupted flow of contracted services and related deliverables at no additional cost to Canada. The Client Department will provide access (if available) to the Pre-Production / Test environment to the Offeror / Supplier.

7.0 Location of Meetings

7.1 In the event that meetings are required under a project, they must be conducted at facilities provided by Canada or the Offeror / Supplier. In the later case, the Offeror / Supplier must provide all facilities and resources required for the conduct of the meeting, at no additional cost to Canada.

8.0 Network Access and Security

8.1 While working on any Government of Canada computer, server, or network, the Offeror / Supplier's personnel must abide by Internet and network access policies and codes of conduct (as provided at the time of any resultant call-up / contract). All requests for access to the network must be approved by Canada. The Offeror / Supplier must not modify user access or security settings without prior written authorization from the Client Department's network administrators.

Appendix 1 to Annex A

1.0 Description of Blended Learning and eLearning

1.1 Blended Learning and eLearning

1.1.1 Blended Learning usually combines traditional classroom based learning with more modern technology enabled methods and may include various types of eLearning products.

1.2 eLearning Products

1.2.1 Canada focuses on the broadest view of eLearning products that includes stand-alone, self-directed eLearning products to integrated, blended and hybrid approaches that combine a variety of delivery methods, tools, learning events and learning models, including:

- i. CBT (not Web based, files reside on PC or CD-ROM);
- ii. Self-directed Web Based CBT (Running through web-browser, files reside on PC or CD-ROM);
- iii. Self-directed Web-based Training (Browser-based, files reside on server, runs over Internet and/or Intranet);
- iv. Synchronous / Virtual Classroom / Webinar. Design and development aspect, but not delivery aspect;
- v. Asynchronous online discussions/learning. Design and development aspect, but not delivery aspect;
- vi. Hybrid (face to face classroom and online training). Design and development aspect, but not the delivery aspect;
- vii. Electronic Performance Support (EPS);
- viii. Online Communities of Practice;
- ix. Blogs, wikis;
- x. Podcasts, webcasts;
- xi. E-Library (online interactive manuals, references, etc);
- xii. Serious gaming products;
- xiii. Synthetic environments (2D and/or 3D);
- xiv. Simulations;
- xv. Multi-Media portions of traditional classroom-based courses; and
- xvi. M-learning (mobile learning).

1.3 Learning Product Characteristics

1.3.1 Learning products have the following characteristics:

- a. Interactive (learner to learner, learner to instructor, learner to mentor, learner to coach, learner to information database);
- b. Based on formal instructional design incorporating research-based learning models or products to support learning such as job aides and knowledge repositories depending on requirements. Incorporating a variety of instructional approaches, including examples, problems, presentation and demonstration, practice and feedback, scenarios, case studies, role-play, simulation, assessment etc;
- c. Integrated within a strategic learning and/or eLearning framework;
- d. ELearning may be developed to SCORM specifications depending on requirements; and

1.4 ELearning Product Delivery Methods

1.4.1 ELearning solutions may be provided to Canada via the following channels:

- a. Intranet, Internet, and/or CD-ROM;
- b. Government owned or contracted legacy LMS/LCMS;
- c. an asynchronous/synchronous tool; or as a
- d. stand-alone product.

1.5 Multi-Media Integration

1.5.1 ELearning products will require integration of a variety of Multi-Media/interactive elements depending on requirements, which may include one or more of the following:

- a. Text, graphics, video, sound,
- b. Pop-up boxes and roll-overs,
- c. Navigation features (forward, back, return to main menu, exit, book-marking),
- d. Changing content organization depending on results of pre-assessment tests,
- e. Drag-and-drop exercises,
- f. Multiple choice and true/false questions,
- g. Feedback on questions linked to area in courseware with the answer,
- h. Exploratory functions - hot areas on screen,
- i. Text entry for simple word recall, longer answer responses, or gather user information such as passwords,
- j. Sliders - to allow user to select a choice or range of choices on a linear scale,
- k. Timers - indicate passing time as user completes an exercise,
- l. Simple simulations such as demonstrating sequence of keystrokes to perform basic commands in a software application,
- m. Basic animations,
- n. Testing, scoring, course management (tracking and reporting), and
- o. Operational support (help, search (full-text and keyword based on metadata), glossary, dialogue boxes).

Delivery Platform Independence

1.6.1 ELearning products must be able to be delivered through multiple mechanisms (e.g. CBT, WBT). The solution must allow the ability to choose delivery mechanisms.

1.7 Dynamic Content and Flexible Architecture

1.7.1 Unless stated otherwise in any resultant call-up / contract,

- a. ELearning solutions must accommodate dynamic content. The solutions must permit changes to the underlying information (text and graphics/illustrations) while minimizing changes to the product.
- b. ELearning solutions must accommodate changes to the overall architecture (beyond the information itself) in that new modules or components will need to be added and existing modules or components changed or discarded.

1.8 Easy to Navigate and Maintain Information Structures

1.8.1 Information structures must be easily and intuitively navigable by novice users. The information and navigation structures must be easy to maintain.

1.9 Media and Delivery Mechanisms

- 1.9.1 The internet/intranet using browser technology will be used as the delivery environment. The product must support the applicable browser(s) as stated in the resulting call-up / contract. Unless stated otherwise in any resultant call-up / contract, plug-ins will not be permitted.

1.10 Reusability

- 1.10.1 The Offeror / Supplier must design with re-usability in mind. Content must be designed as reusable information objects that can be used as modular building blocks for larger learning structures such as lessons (Reusable Learning Objects). The use of metadata tags to describe information and learning objects facilitate rapid updating, searching, and management of content.

1.11 Performance Tracking and Assessment

- 1.11.1 The approach and extent of performance data collected will be a function of eLearning product requirements and the IM/IT infrastructure.
- 1.11.2 Performance Tracking and Assessment functionality may be required to conform to SCORM as identified in any resultant call-up / contract. Use of API calls falling under SCORM conformance must only be used if required by the client.
- 1.11.3 Performance Tracking and Assessment functionality may include any or all of the following:
- a. Performance assessment in a learning context;
 - b. Basic student survey technique, collecting subjective data;
 - c. Advanced forms of data collection including the use of a database;
 - d. Collection of objective data, such as completion rates and times; and
 - e. Ability to track the student's progress, to help them keep track of test scores and evaluations.

1.12 Searching

- 1.12.1 The approach and extent of eLearning product search functionality will be a function of the eLearning product requirements and the IM/IT infrastructure.
- 1.12.2 Searching capabilities can range from full-text searching within a product or directory, to field-based searching using metadata at the module, topic, sub-topic and keyword levels.

Appendix 2 to Annex A

ACRONYMS

ADDE	- Analysis Design Development Evaluation
ADL	- Advanced Distributed Learning
ADM	- Assistant Deputy Minister
AICC	- Aviation Industry CBT Committee
API	- Application Programming Interface
CBT	- Computer-based training
CF	- Canadian Forces
CFITES	- Canadian Forces Individual Training and Education System
CLF	- Common Look and Feel
DLN	- Defence Learning Network
DND	- Department of National Defence
EPS	- Electronic Performance Support
FoB	- Freight on Board
GoC	- Government of Canada
GPNet	- General Purpose Network
HPI	- Human Performance Improvement
HPT	- Human Performance Technology
HR	- Human Resources
IAW	- In Accordance With
IM	- Information Management
IMS	- Instructional Management System
IP	- Intellectual Property
IT	- Information Technology
LCC	- Learning and Career Centers
LCMS	- Learning Content Management System
LMS	- Learning Management System
MA	- Managing Authority
NCR	- National Capital Region
O/S	- Operating System
PC	- Personal Computer
PMI	- Project Management Institute
PMO	- Project Management Office
PMP	- Project Management Professional
PoC	- Proof of Concept
PS	- Public Service
QA	- Quality Assurance
RFSO	- Request for Standing Offer
ROI	- Return on Investment
SCO	- Shareable Content Object
SCORM	- Shareable Content Object Reference Model
SOW	- Statement of Work
WBT	- Web-based training
WCAG	- Web Content Accessibility Guidelines

Solicitation No. - N° de l'invitation

E60ZH-070003/F

Amd. No. - N° de la modif.

File No. - N° du dossier

121zhE60ZH-070003

Buyer ID - Id de l'acheteur

121zh

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

E60ZH-070003

CCC No./N° CCC - FMS No/ N° VME

ANNEX B GENERIC SECURITY REQUIREMENTS CHECKLISTS

The list and details of the 31 pre-approved SRCL's for professional services is available for download from the CPSS website: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html>

Note: SO/SA refers to the Standing Offer and the Supply Arrangement

NOTE TO BIDDER: It is mandatory to have a minimum security clearance of DOS Reliability prior to issuance of a Learning Services Standing Offer/Supply Arrangement

ANNEX C INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability Insurance policy must include the following:
 - i. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - ii. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - iii. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - iv. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - v. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - vi. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - vii. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - viii. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - ix. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - x. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - xi. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - xii. Non-owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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ANNEX D
SAMPLE QUARTERLY USAGE REPORT
(STANDING OFFER (SO))

See Attached

ANNEX E
BASIS OF PAYMENT
(STANDING OFFER ONLY)

The Contractor will be paid firm, all inclusive daily rates as follows, for Work performed pursuant to a Contract, customs duty included, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) extra, if applicable.

(The appropriate Stream(s), Region(s) and sub-region(s) will be inserted at Standing Offer issuance)

Stream 1 – Strategic Learning Advisory Services

CATEGORY	18 - month period
Strategic Learning Advisor	
Senior	\$
Intermediate	\$
Junior	\$

Stream 2 - Instructional Design & Development Services

CATEGORY	18 - month period
Instructional Designer	
Senior	\$
Intermediate	\$
Junior	\$
Subject Matter Expert	
Senior	\$
Intermediate	\$
Junior	\$
Technical Writer	
Senior	\$
Intermediate	\$
Junior	\$

Stream 3 – Custom eLearning Product Programming

CATEGORY	18 - month period
Custom eLearning Product Programmer	
Senior	\$
Intermediate	\$

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Junior	\$
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Stream 4 – Rapid eLearning Product Programming

CATEGORY	18 - month period
Rapid eLearning Product Programmer	
Senior	\$
Intermediate	\$
Junior	\$

Stream 5 – Quality Assurance

CATEGORY	18 - month period
Quality Assurance	
QA Specialist	\$
Tester	
Senior	\$
Junior	\$

Stream 6 - Multi-Media Design & Development

CATEGORY	18 - month period
Multimedia	
Graphic Designer	
Senior	\$
Intermediate	\$
Junior	\$
Photographer	\$
Animator	
Senior	\$
Intermediate	\$
Junior	\$
Video Producer	\$
Audio Producer	\$
Multimedia Director	\$
Narrator	\$

Stream 7 - Project Management

CATEGORY	18 - month period
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Project Manager	
Senior	\$
Intermediate	\$
Junior	\$

Stream 8 – Training Delivery

CATEGORY	18 - month period
Instructor (per Subject)	
Senior	\$
Intermediate	\$
Junior	\$
Training Facilitator	
Senior	\$
Intermediate	\$
Junior	\$

Work Day: A work day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the daily rate shall be prorated to reflect the actual time worked.

Travel and Living Expenses

1. For Work to be performed at the work location within a Region (not including sub-regions)
 - (a) Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work, for:
 - (i) services provided within 100 km of the work location; and
 - (ii) any travel between the Contractor's place of business and the work location.
 - (b) For Services provided outside 100 km of the work location, the Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board Travel Directive (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/menu-travel-voyage_e.asp), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
 - (c) Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of personnel required to satisfy the terms of this Contract.
 - (d) All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

2. For Work to be performed at a work location within a sub-region (not including the Regions)
- (a) Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work, for:
- (i) services provided within the sub-region; and
- (ii) any travel between the Contractor's place of business and the work location.
- (b) For services to be provided outside of the sub-region, the Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/index_e.asp, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (c) Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of personnel required to satisfy the terms of this Contract.
- (d) All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.
3. For Work to be performed at a work location within the National Zone
- (a) Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work, for:
- (i) services provided within 100 km of the Contractor's facilities.
- (b) For Services provided outside 100 km of the Contractor's facilities, the Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/index_e.asp, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (c) Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.
- (d) All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

Travel Time

- (a) Travel Status Time will be limited to 50% of the hourly rate calculated by dividing the proposed firm all inclusive per diem divided by 7.5.
- (b) Time spent by a contracted individual traveling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometers from the individual's work location may be billed at 50% of the firm all inclusive per diem rate. Time for travel which is

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more or less than a day shall be prorated to reflect actual time for travel in accordance with the following formula:

$$\frac{\text{Hours of travel} \times 50\% \text{ of firm all-inclusive per diem rate}}{7.5 \text{ hours}}$$

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ANNEX F
AVAILABILITY CONFIRMATION FORM
(STANDING OFFER ONLY)

The Availability Confirmation Form is available for download from the CPSS website:
[Http://publiservice.tpsgc-pwgsc.gc.ca/acquisitions/text/spc-cps/ocannexf-soannexf-e.html](http://publiservice.tpsgc-pwgsc.gc.ca/acquisitions/text/spc-cps/ocannexf-soannexf-e.html)

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ANNEX G
CLIENT SATISFACTION FORM
(STANDING OFFER (SO))

The Client Satisfaction Form is available for download from the CPSS website:
<http://publiservice.tpsgc-pwgsc.gc.ca/acquisitions/text/spc-cps/ocannexg-soannexg-e.html>

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ANNEX H
SAMPLE QUARTERLY USAGE REPORT
(SUPPLY ARRANGEMENT (SA))

See Attached

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ANNEX I
CLIENT SATISFACTION FORM
(SUPPLY ARRANGEMENT (SA))

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