



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet E-learning content	
Solicitation No. - N° de l'invitation 0X001-130408/C	Date 2015-11-05
Client Reference No. - N° de référence du client 0X001-130408	
GETS Reference No. - N° de référence de SEAG PW-\$\$ZH-121-29591	
File No. - N° de dossier 121zh.0X001-130408	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-12-16	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Steele, Brian	Buyer Id - Id de l'acheteur 121zh
Telephone No. - N° de téléphone (819) 956-8135 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CANADA SCHOOL OF PUBLIC SERVICE 373 SUSSEX DR. OTTAWA Ontario K1N6Z2 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

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

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Task Authorization Form, Canada's Information Products Terms and Conditions and Periodic Usage Reports – Contract with TAs.

1.2 Summary

To enter into contracts for the Canada School of Public Service to have access to the Contractor's content library so that the School can select commercial off the shelf self-paced e-learning and/or video-based learning content to purchase/acquire the rights to access.

Canada intends to award up to two contracts. The period of the each contract is from April 01, 2016 to March 31, 2018. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 6 - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Conflict of Interest

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In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:

- a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
- b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (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 bidder remains however subject to the criteria established above.

Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder 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.

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PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

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2.5 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (4 hard copies and 1 soft copy on USB)

Section II: Financial Bid (1 hard copy and 1 soft copy on USB)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

- A.** Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- B.** Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

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C. When preparing their financial bid, Bidders should review clause 4.1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 6.7, Payment, of Part 6 of the bid solicitation.

D. Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications and Additional Information

Bidders should provide the certifications required under Part 5 and, as applicable, any related documentation and Additional Information.

- a) Bidders must complete their Certifications and Additional Information by using the PDF fillable form in Attachment 2 to Part 3 - Certifications and Additional Information.
- b) Bidders should complete the interactive form electronically before printing the document for submission. Bidders should note that simply printing the document prior to completing it electronically may omit certain fields that would appear when filling out the form electronically, resulting in incomplete Certifications.
- c) The form should be signed.

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ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted Firm Unit Price per Individual User Access (in Can \$) for each Range of Users identified.

Bidders should clearly identify the commercial catalogue(s) that are included in their financial bid by identifying, the catalogue name(s) and providing overview description(s) of what is covered in each catalogue that is included as part of their financial bid.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data

See Attached Pricing Schedule

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ATTACHMENT 2 TO PART 3

Certifications and additional information

See attached PDF fillable Form - Attachment 2 to part 3 – Certifications and Additional Information.pdf

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory technical evaluation criteria are included in Attachment 1 to Part 4

4.1.1.1 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Lowest Cost per Point

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum of 70% (R1 through R4) overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 450 points (R1 through R4) and 480 points total

Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted.

The lowest price per point will be determined as follows:

Price per Point = Total Evaluated Price (Including Option Periods) / Total Points Achieved.

The responsive bids will be ranked in ascending order of evaluated prices per point; the responsive bid with the lowest evaluated price per point being ranked first (Primary Contractor). Of the highest ranked responsive bids in ascending order of evaluated prices per point, up to two (2) bidders will be recommended for award of a contract.

In the event two or more responsive bids have the same lowest evaluated price per point, these bids will be ranked in descending order of the overall scores obtained for all the technical evaluation criteria subject to point rating detailed in Part 4; the responsive bid obtaining the highest overall score being ranked the highest.

ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

Mandatory Technical Criteria

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

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

MANDATORY CRITERIA		Information Required in Support of Each Criterion
MT1	<p>Corporate Profile</p> <p>The bidder must provide a corporate profile</p> <p>Bidder should provide the following information in the Corporate Profile:</p> <ul style="list-style-type: none"> • Corporate structure and ownership of the bidder; • Principal businesses and services offered; • Annual business volume for each of the last three years for services comparable to the School's requirement; • Number of years bidder has been publishing catalogues for COTS E-learning &/or video based content and selling this content. 	
MT2	<p>Bidder's Experience in Supplying COTS Online E-learning &/or Video based Content to Other Corporate Clients</p> <p>Bidders must have a minimum of 2 projects where COTS E-learning and/or video based content was provided to corporate clients within the last three years.</p> <p>A corporate client is a public or private sector organization of over 1,000 employees that is at arm's length to the bidder.</p> <p>Divisions of the same entity will not count as separate organizations.</p>	<p>The bidder must provide the following information by completing a separate Table 1 for each project.</p> <p>A Table 1 template has been provided.</p> <p>Information to be provided in the template is as below:</p> <ul style="list-style-type: none"> • Client Contact Name & Title • Telephone number • Facsimile No. • Email address • Contact Procedure • Project Description • Also confirm the project was: <ul style="list-style-type: none"> - for an organization of a minimum of 1,000 employees

		- for COTS content supplied under a contractual arrangement; and - was for a minimum duration of 6 months.
MT3	<p>Bidder's Concurrent Coverage in Both English and French in Two (2) of the School's Primary Categories</p> <p>Within any two (2) primary categories, the bidder must have an overall total of five (5) sets of bilingual content (English and French).</p> <p>The primary categories are identified in Appendix A of the SOW. For content to meet the language requirement for M3; it must be identical or equivalent content in English and French.</p> <p>Content is not required to be one to one ratio between languages to be considered equivalent; however, ratios of up to 2 will be considered.</p> <p>A determination as to the bidder's compliance with M3 will be based on the information provided by the bidder in the bid solicitation Tables 2.1 to 2.4 inclusive.</p>	<p>The bidder must complete Tables 2.1 to 2.4 inclusive titled "Content Sets & Degree of Compliance with Accessibility Requirements for Primary Categories"</p> <p>See table format and definitions.</p>
MT4	<p>Minimum Bidder Content Meeting Accessibility Requirement WCAG 2.0A</p> <p>Within any two (2) primary categories, the bidder must have an overall minimum of five (5) sets (English and French) of content that meet WCAG 2.0A in both languages within each set.</p>	<p>The bidder must complete Tables 2.1 to 2.4 inclusive titled "Content Sets & Degree of Compliance with Accessibility Requirements for Primary Categories."</p> <p>See table format and definitions</p>

Point Rated Technical Criteria

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

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

Summary of Scoring of Rated Criteria

R1 = Max. 30 Points

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R2 = Max. 390 Points
R3 = Max. 20 Points
R4 = Max. 10 Points
Subtotal = 450 Points

Bidders must achieve an overall score of 70% (315/450 Points) for R1 - R4 inclusive to be considered responsive.

Bonus Points
R5 = 30 Points
Total Maximum Points = 480 Points (100%)

RATED CRITERIA		Information Required in Support of Each Criterion	Minimum Score	Maximum Score
R1	<p>Length of Time Supplying COTS E-learning or Video Content</p> <p>The bidder must have been delivering COTS eLearning or video content for a minimum of one year.</p> <p>Scoring Grid:</p> <p>Points will be allocated based on the number of years the bidder has been selling COTS eLearning or video content.</p> <p>30 points = More than 3 years</p> <p>20 points = More than 2 up to and including 3 years</p> <p>10 points = More than 1 year up to and Including 2 years</p> <p>0 points = Less than 1 year</p>	<p>The number of years delivering COTS eLearning or video content as per the information provided for M1.</p>		30 Points
R2	<p>Breadth and Depth of Bidder's Coverage in COTS Content Sets for Primary Categories and Degree to which Content Sets Meet Accessibility Requirements</p> <p>A content set is defined as COTS eLearning or video content that is currently available in both English and</p>	<p>The bidder must complete Tables 2.1 to 2.4 inclusive titled "Content Sets & Degree of Compliance with Accessibility"</p>		390 Points

RATED CRITERIA	Information Required in Support of Each Criterion	Minimum Score	Maximum Score
<p>French. The English and French content can be identical or equivalent.</p> <p>The breadth and depth of the bidder's coverage in the primary categories and the extent of COTS content sets that meet the accessibility standard will be evaluated.</p> <p>Suppliers have the opportunity to put forward a maximum of 30 content sets for each of the 4 primary categories for an overall total of 120 content sets.</p> <p>Evaluation Grid:</p> <p>The scoring of R2 is explained with an example on page 22.</p>	<p>Requirements for Primary Categories”</p>		
<p>R3 Bidder's Quality Management (QM) Plan</p> <p>The bidder is to describe its approach to quality management (QM) throughout the COTS lifecycle (from cradle to grave) and how it will be applied to the delivery/availability of the content offered in the bidder's bid.</p> <p>The bidder will describe the major areas below:</p> <ul style="list-style-type: none"> • How it ensures quality during the product lifecycle including how it ensures quality content in English and French; • How it measures client satisfaction; • How it deals with complaints; • How it uses feedback; • How it ensures content is current and progressive; • How it deals with issues of down time of the portal and • Any other relevant Information about their QM approach. <p>Evaluation Grid:</p>			<p>20 Points</p>

RATED CRITERIA	Information Required in Support of Each Criterion	Minimum Score	Maximum Score
<p>The bidder's response will be rated in accordance with the following scale:</p> <p>20 points = Bidder's proposal demonstrates a very sound approach to QM, all major areas of a QM plan are covered</p> <p>For example, the bidder may be ISO certified or be certified to another recognized standard for managing quality</p> <p>15 points = Bidder's proposal demonstrates a sound approach to QM; however, some minor elements of a QM plan are missing.</p> <p>10 points = Bidder's proposal demonstrates a weak approach to QM with one or more major elements missing and some minor elements missing</p> <p>5 points = Bidder has a very weak to QM plan and many major and many minor elements are missing</p> <p>0 points = Bidder does not have a QM Plan</p>			
<p>R4</p> <p>Risks and Treatment of Risks</p> <p>The bidder should identify what they consider are the top three risks for the School in offering COTS content on the Schools eLearning portal and how they could help the School address these risks.</p> <p>Evaluation Grid:</p> <p>Responses will be rated on the following:</p> <p>a) Identification of Risks</p>			<p>10 Points</p>

RATED CRITERIA	Information Required in Support of Each Criterion	Minimum Score	Maximum Score
<p>5 points = Risks identified are well thought out and highly applicable; they demonstrate a very good understanding of the requirement and the School's challenges</p> <p>4 points = Risks identified are reasonably thought out and applicable; they demonstrate a good understanding of the requirement and the School's challenges</p> <p>3 points = Risks identified are poorly thought out and only somewhat of a concern; they demonstrate a weak understanding of the requirement and the School's challenges.</p> <p>1 point = Risks identified are inconsequential and demonstrate a very weak understanding of the requirement and the School's challenges.</p> <p>0 points = Risk identified are not really risks and demonstrate a complete lack of understanding of the requirement and the School's challenges.</p> <p>There will be no further assessment of part b) Treatment of Risks if a score of zero (0) points is allocated for part a) Identification of Risks.</p> <p>b) Treatment of Risks</p> <p>5 points = Treatment is highly appropriate, very reasonable and very practical</p> <p>3 points = Treatment is appropriate, reasonable and practical</p>			

RATED CRITERIA		Information Required in Support of Each Criterion	Minimum Score	Maximum Score
	<p>2 points = Treatment has weaknesses and lacks in practicality and reasonableness</p> <p>1 point = Treatment has major flaws, is extremely impractical and unreasonable</p>			
Subtotal Score			315 Points (Minimum)	450 Points (Maximum)
R5	<p>Bonus Criterion</p> <p><u>Additional Content Value Add in Supplier's Priced Bundle</u></p> <p>The school has identified its primary and representative subcategories within the SOW. It is recognized that suppliers bundle their content within discrete catalogues. The pricing offered by suppliers is for all content covered within the discrete catalogues they identify for their prices quoted in the basis of payment of their pricing proposal.</p> <p>Bidders may have additional subject matter content in their identified catalogues and already covered in their pricing proposal, other than the content that would traditionally included as part of the content covered in the primary categories.</p> <p>As a way of recognizing this additional content, there is the opportunity to gain additional points if such content is deemed by the School to be of benefit to public servants. The decision as to the benefit of this additional content will rest solely with the School.</p>			30 Points

RATED CRITERIA	Information Required in Support of Each Criterion	Minimum Score	Maximum Score												
<p>To put such content forward for evaluation, it must be bilingual (English and French) and meet WCAG 2.0A in both English and French.</p> <p>Suppliers will have the opportunity to identify up to 3 such content areas to achieve an additional 30 points.</p> <p>In submitting this content suppliers are to provide a table as per the table identified at R2.</p> <p>The scoring for this additional content will be as follows:</p> <table border="1" data-bbox="326 877 753 1289"> <thead> <tr> <th data-bbox="326 877 472 1108">No. of additional Content Areas deemed beneficial by the CSPS</th> <th data-bbox="472 877 613 1108">Content applies to smaller subset of Public Service</th> <th data-bbox="613 877 753 1108">Content applies broadly across entire Public Service</th> </tr> </thead> <tbody> <tr> <td data-bbox="326 1108 472 1171">1 Content Area</td> <td data-bbox="472 1108 613 1171">9 points</td> <td data-bbox="613 1108 753 1171">15 points</td> </tr> <tr> <td data-bbox="326 1171 472 1234">2 Content Areas</td> <td data-bbox="472 1171 613 1234">15 points</td> <td data-bbox="613 1171 753 1234">21 points</td> </tr> <tr> <td data-bbox="326 1234 472 1289">3 Content Areas</td> <td data-bbox="472 1234 613 1289">21 points</td> <td data-bbox="613 1234 753 1289">30 points</td> </tr> </tbody> </table> <p>See Appendices A & B of the SOW for descriptions of the various public service audiences for content.</p>	No. of additional Content Areas deemed beneficial by the CSPS	Content applies to smaller subset of Public Service	Content applies broadly across entire Public Service	1 Content Area	9 points	15 points	2 Content Areas	15 points	21 points	3 Content Areas	21 points	30 points			
No. of additional Content Areas deemed beneficial by the CSPS	Content applies to smaller subset of Public Service	Content applies broadly across entire Public Service													
1 Content Area	9 points	15 points													
2 Content Areas	15 points	21 points													
3 Content Areas	21 points	30 points													
Total Maximum Score			480 Points												

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Table 1: Project Experience Template for Mandatory Criteria 2 (Duplicate as required)

Table 1: Project Experience Template for Mandatory Criteria 2		
Bidder Name:		
Client Identification	Project Title	
	Client Name	
	Client Address	
	Client Contact Name	
	Title	
	Telephone No.	
	Facsimile No.	
	Email Address	
	Contact Procedure	
Project description		
Project start and end date (mm/yyyy to mm/yyyy)		
The project provided meets the following criteria		
- Was for a corporate organization	NO	YES
- Organization had more than 1,000 employees	NO	YES
- Was supplied under a contractual arrangement	NO	YES
- Was for a duration of at least one year	NO	YES

Tables 2.1 to 2.4 Inclusive “Content Sets & Confirmation of WCAG 2.0A Compliance for Accessibility Requirements”

Legend for Tables 2.1 to 2.4 Inclusive

CS	= Content Set
CT	= Content Title
PC	= Primary Category # (Primary Categories are defined in Appendix A of the SOW)

Definitions

A content set is defined as COTS eLearning &/or video content that is currently available in both English and French. The English and French content can be identical or equivalent.

Content need not be a one to one ratio between languages to be considered equivalent; however, ratios of up to 2 will be considered.

Replicate this table for each Primary Category 1 to 4 inclusive and indicate the Primary Category number (PC#) and Content Title (CTs) in the table. Number the tables. For example: 2.1 for PC1, 2.2 for PC2 and so on.

If the content set exceeds the one (1) to one (1) ratio for languages (i.e. one (1) English to one (1) French); list the two products for the set in column A in the language that applies.

By indicating Yes in the last column of the table, the supplier is certifying that the content is WCAG 2.0A compliant.

CONTENT SET #	Primary Content # - Title	Confirmation of WCAG 2.0A Compliance
	<i>COTS Content Offerings available as either identical or equivalent in English & French</i>	
	Column A ↓	Indicate Yes (Y) or No (N)
1.	CT in English	
	CT in French	
2.	CT in English	
	CT in French	
3.	CT in English	
	CT in French	
	Continue table until it can accommodate the maximum 30 Content Sets permitted for each Primary Category	

Instructions to Bidders for Completing Tables 2.1 to 2.4 Inclusive

1. For the purposes of evaluating Mandatory Criteria 3 and 4 and Rated Criteria 2, the bidder's responses for each Primary Category as per tables 2.1 to 2.4 inclusive will be evaluated.
2. Bidders are to self-identify from their catalogues, a maximum of 30 COTS ELearning and/or video based content sets for each Primary Category that are currently available in both English and French. Only offerings available in sets will be evaluated. An offering may be placed in only one Primary Category.
 - a. For each such Content Set, the bidder is identify the English Content Title and the French Content Title for the COTS E-learning &/or video content.
 - b. Bidders are certifying compliance to WCAG 2.0A, when they indicate "Yes" in the relevant box.

Scoring of R2

Scoring for R2 will be based on the following:

1. The scoring for the tables 2.1 to 2.4 inclusive will be calculated separately per Primary Category.
2. Based on the information provided by bidders in each Primary Content Table, points will be allocated as below:
 - a. For each set identified within Primary Category 1, the bidder will receive 2 points;
 - b. For each set identified under Primary Categories 2 to 4 inclusive, the bidder will receive 1 point; and
 - c. Within each set, additional points will be allotted based on Compliance with WCAG 2.0A with 1 point for compliance in English and an additional 1 point for compliance in French for a maximum of 2 points per content set.
3. Accordingly, the maximum score for a set within Primary Content 1 is four (4) points for each content set and three (3) points per content set for Primary Category 2 to Primary Category 4 inclusive.
4. To determine the final score for R2, sum the total cores for each Primary Category (Score PC1 + Score PC2 + Score PC3 + Score PC4 =Total R2 Score)

An Example of Calculation of the Score for R2 for Bidder X follows:

Scores Achieved by Bidder X

Overall Score PC 1 = 100/120

Overall Score PC 2 = 86/90

Overall Score PC 3 = 80/90

Overall Score PC 4 = 75/90

Bidder X Total Score for R2 = 100 + 86 + 80 + 75 = 341 points out of a possible 390 points

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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

Bidders must complete their certifications required under Part 5 by using the Attachment 2 to Part 3 – Certifications and Additional Information

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PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled _____, dated _____.

6.1.1 Task Authorization

A. Work described at Annex A, Statement of Work, will be performed under the Contract on an "as and when requested basis".

B. With respect to the Work mentioned under paragraph A of this clause,

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

C. TA Authority and Limit

The Project Authority may authorize individual TAs inclusive of any revisions up to a limit of \$100,000.00 Applicable Taxes extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor.

D. The authority specified under paragraph C of this clause is granted subject to the sum specified in the Contract under clause 6.7.2 (Canada's Total Liability, Cumulative Total of all authorized TAs) not being exceeded.

E. Multiple contracts

As more than one contract has been awarded for this requirement of Work specified in the Statement of Work, in Annex A, a request to perform a task will be sent in accordance with paragraph F of this clause to the first ranked contractor in the Contractors' order of ranking below. If that contractor confirms in writing that it is unable to perform the task as a result of previous commitments under one or more than one authorized TA, the request to perform a task will be forwarded to the next highest ranked contractor

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in the Contractors' order of ranking until another contractor in the ranking can perform the task. If no contractor in the ranking can perform the task, Canada reserves the right to acquire the required Work by other means. A contractor in the ranking may advise the Project Authority and the Contracting Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under one or more than one authorized TA and no request to perform a task will be sent to that contractor until that contractor has given notice in writing to the Project Authority and the Contracting Authority that it is available to perform additional tasks.

_____ contracts were awarded as a result of PWGSC bid solicitation number: 0X001-130408/C. The Contractors' order of ranking is as follows:

Ranked first: _____
Ranked second: _____

F. TA Process

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

- the task or revised task description of the Work required, including:
 - the details of the activities or revised activities to be performed;
 - a description of the deliverables or revised deliverables to be submitted; and
 - a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
- the Contract method(s) of payment applicable to the task or revised task

G. Within three (3) calendar days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:

1. the total estimated cost proposed for performing the task or, as applicable, revised task;
2. a breakdown of that cost in accordance with Annex B;

H. TA Authorization

1. The TA Authority will authorize the TA based on:
 - the request submitted to the Contractor pursuant to paragraph F of this clause;
 - the Contractor's response received, submitted pursuant to paragraph G of this clause; and
 - the agreed total estimated cost for performing the task or, as applicable, revised task
2. The authorized TA will be issued to the Contractor by email (as an email attachment in PDF format).

I. Minimum Work Guarantee - All the Work - Authorized TAs

1. "Maximum Contract Value" means the sum specified in Contract clause 6.7.2 (Canada's Total Liability, Cumulative Total of all authorized TAs) ; and "Minimum Contract Value" means a fixed amount of \$100,000.00 for the Primary Contractor and \$25,000 for the Secondary Contractor

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

3. In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.

4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

J. Periodic Usage Reports - Contracts with TAs

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

2. No later than 15 calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (such as MSOffice Excel), the data elements specified in paragraphs J.3 and J.4 of this clause in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.

The reporting periods are defined as follows:

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

A sample MSOffice spreadsheet containing the data elements contained in paragraphs J.3 and J.4 of this clause is provided in Annex E

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

- the TA number appearing on the TA form;
- the date the task was authorized appearing on the TA form;
- the total estimated cost of the task (Applicable Taxes extra) before any revisions appearing on the TA form;
- the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc:
 - the TA revision number;
 - the date the revision to the task was authorized;
 - the authorized increase or decrease (Applicable Taxes extra);
 - the total estimated cost of the task (Applicable Taxes extra) after authorization of the revision;
 - the total cost incurred for the task (as last revised, as applicable), Applicable Taxes extra;

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- the total cost incurred and invoiced for the task (as last revised, as applicable), Applicable Taxes extra;
- the total amount of Applicable Taxes invoiced;
- the total amount paid, Applicable Taxes included;
- the start and completion date of the task (as last revised, as applicable); and
- the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).

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

- the sum (Applicable Taxes extra) specified in clause 6.7.2, Canada's Total Liability, Cumulative Total of all Authorized TAs;
- the total cost incurred for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- the total amount of Applicable Taxes invoiced for all authorized tasks inclusive of any revisions; and
- the total amount paid for all authorized tasks inclusive of any revisions, Applicable Taxes extra.

6.2 Standard Clauses and Conditions

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

6.2.1 General Conditions

6.2.1.1 2030 ([2015-09-03](#)), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

6.2.1.1.1 2030 (2015-09-03), General Conditions - Higher Complexity - Goods, as modified below:

Delete 2030 (21) Ownership
Delete 2030 (22) Warranty
Delete Sub-Section 5 of 2030 (31) Default of Contractor

6.3 Security Requirements

6.3.1 There is no security requirement applicable to this Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from April 01, 2016 to March 31, 2018 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the

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extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Brian Steele
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Professional Services Procurement Directorate
Address: 11 Laurier St, Gatineau QC K1A 0S5

Telephone: 819-956-8135
E-mail address: brian.steele@tpsgc-pwgsc.gc.ca

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

6.5.2 Project Authority

Will be inserted at contract award.

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ___ - ___ - _____
Facsimile: ___ - ___ - _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

Will be inserted at contract award

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

TA subject to a Limitation of Expenditures

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment, Annex B, to the limitation of expenditure specified in the authorized TA.

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

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

6.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

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

6.7.3 Method of Payment

One, several or all of the following methods of payment will form part of the authorized TA:

Single Payment

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

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

OR

Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a list of issued user accesses clearly identifying the total number of user accesses issued;
- b. Name of Catalogue of user accesses;

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. A copy of the summary invoice must be forwarded via email to the contracting Authority identified under the section entitled "Authorities" of the contract at the following email address:

tpsgc.gacturationzh-zhinvoicing.pwgsc@tpsgc-pwgsc.gc.ca.

The contract number and Contracting Authority's name must be entered in the subject line of the email.

6.9 Certifications

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6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (c) the general conditions 2035 (2015-09-03);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (h) the signed Task Authorizations (including all of its annexes, if any);
- (i) the Contractor's bid dated _____

6.12 Foreign Nationals (Canadian Contractor *OR* Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

6.13 Insurance

SACC Manual clause [G1005C](#) (2008-05-12) Insurance

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ANNEX "A" STATEMENT OF WORK

1.0 Commercial Off The Shelf E-learning and/or Video Content for the CSPS

The title of this statement of work (SOW) is Commercial Off The Shelf E-learning and/or Video Content for the Canada School of Public Service hereafter referred to as "the School".

2.0 Objective

The objective of this procurement is to enter into contract(s) for the School to have access to the Contractor's content library so that the School can select commercial off the shelf, self-paced e-learning and/or video-based learning content to purchase/acquire the rights to access. Once purchased or the rights are acquired, such content will be made available to public servants via the School's portal through a redirection to the contractor's portal where the content resides. Content to be selected will be relevant to the common learning needs of the various communities of practice within the Federal Public Service as further defined in Appendix B.

The School will review the contractor content listings and make an initial selection to be available on the School's e-learning portal by April 1, 2016. For the initial offerings to be available on the School's portal by April 1, 2016, all SME's and other experts would review listings in the contractor's catalogues that they consider appropriate for their specialty no later than March 1, 2016.

After the initial selection, content will be selected by the School on an "as and when requested" basis.

Ready access to commercial off the shelf content will afford the school greater flexibility to meet the evolving and emerging common learning needs of public servants.

3.0 Background

The School is the common learning service provider for the Public Service of Canada. It was created to bring a unified approach to serving the common learning and development needs of public servants and to help ensure that all public service employees across Canada have the knowledge and skills they need to meet the challenges of the public sector of the 21st century.

The School supports meeting the learning needs of the Public Service of Canada through training and development that enables the Public Service community to meet evolving challenges in fulfilling their mission of serving Canada and Canadians. The School is committed to promoting a strong corporate culture in the Public Service, fostering a culture of learning, and being a catalyst and resource for the ongoing development of the Public Service as a learning organization.

The School manages the operations of a learning portal and learning management system for federal public servants. The learning portal is the delivery site for all e-learning content offered by the School, including e-learning self-paced courses, videos, blogs, performance support tools and a wide range of e-learning resources. The e-learning content offered will be a mix of products developed internally by the School and commercial off-the-shelf content.

The e-learning content will be offered by the School at no cost to end users. While there are a total of approximately 260,000 public servants, a segmented approach to accessing the different types of content is expected based on the needs of the various communities within the federal government (See Appendix B).

As part of its' objective to broaden the range of e-learning content available to public servants, the School requires commercial off-the-shelf self-paced e-learning and video based learning content to add to its learning portal in specific subject domains that match the common learning needs of the public service. More information about the School can be found on its website at the following address: <http://www.cspsexp-fpc.gc.ca/index-eng.aspx>

4.0 Applicable Documents

The following documents will form part of the Statement of Work (SOW) to the extent specified herein, and are supportive of the SOW:

- i. Personal Information Protection and Electronic Documents Act
<http://laws.justice.gc.ca/en/showdoc/cs/P-8.6>
- ii. Treasury Board of Canada Secretariat (TBS) regulations and guidelines for Management of Information Technology Security (MITS). These guidelines can be found on the TBS website: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12328§ion=text>
- iii. The *Web Content Accessibility Guidelines* WCAG 2.0 AA and WCAG 2.0 A can be found on the TBS website: <http://www.tbs-sct.gc.ca/ws-nw/wa-aw/wa-aw-assess-methd-eng.asp>
- iv. Appendix A - List of Primary and Sub categories for Content
- v. Appendix B - Communities within the Canadian Federal Public Service and Online Course Usage
- vi. Appendix C - WCAG 2.0AA and WCAG 2.0A

5.0 Relevant Terms and Acronyms

COTS	E-learning content and/or video content must be "Off the Shelf" meaning that each component is commercially available and requires no further research or development and is part of an existing product line with a field proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the content proposed is a fully compatible extension of a field-proven product line, it must have been publically announced on or before the date that the Request for Proposal closes.
Content	The term being by the CSPS to describe e-learning and video based COTS offerings.
Self-paced e-learning content	Asynchronous delivery of educational content over the internet to an end-user device, generally defined as SCORM-compliant, and available on demand (24/7). SCORM stands for "Sharable Content Object Reference Model", and is a set of technical standards for the development of e-learning software products to ensure that products can be used across various systems. Self-paced learning may have embedded videos that support the self-paced e-learning content.
IT	Information Technology
Video-based learning	Stand alone digital audio-visual instructional content made available online and/or for downloading to an end-user computer.
Learning Management System	A software application that is used for the administration, documentation, tracking, reporting and delivery of e-learning content or training programs.

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Subject matter & other experts Individuals authorized by the School in various subject matter domains and/ or other fields of expertise such as IM/IT, and Accessibility and languages to review commercial content and make determinations as to its suitability for the School's e-learning portal.

6.0 Scope

6.1 Access to Catalogues for School's SMEs and Other Experts

The Contractor must provide access to their e-learning catalogues, including all self-paced e-learning and/or video-based learning content and supplementary materials as specified in the contract, for the School's approximately 20 subject matter experts (SME's) and approximately 5 other experts covering IM/IT, accessibility standards and languages that may be involved in assessment of the compliance of content with the School's requirements for e-learning and/or video based content. (Refer to 7.2 below for the considerations for selecting content from the contractor's catalogues.) Appendix A is a listing of the primary content and sub categories areas required by the School.

6.2 Access for Public Servants to the Content Selected by the School

The access to the contractor's selected content on the contractor's e-learning portal, in the quantity as specified in the contract, will be via the School's learning portal. Content selected by the School will be from the contractor's COTS catalogues which include the primary categories.

7.0 Requirements for Content

7.1 Type of Content Required

The content selected will be for general skills and business/service delivery content only. (Note specialized content such as IM/IT training and language training and others are excluded from the primary categories).

This commercial content is for subject areas relevant to the common learning needs of various communities within the federal government. The School's current website contains a sample of the types of subject areas currently offered to public servants: <http://www.cspes-efpc.gc.ca> in these areas.

Appendix A, "List of Primary and Representative Subcategories for Content", provides a list of the primary and representative sub category content areas.

7.2 Considerations for Selecting Content from the Contractor's Catalogue(s)

When selecting content from a contractor's catalogues, the School's SMEs and other experts will consider the following:

- 7.2.1 Does the content address a learning gap that the School is trying to fill?
- 7.2.2 Is it complementary to other content already offered?
- 7.2.3 Does the content design comply with section 7.14?
- 7.2.4 Is the quality of written and spoken language at the expected level? (Refer to Section 7.12)
- 7.2.5 Does the content terminology meet the requirements of Section 7.11?
- 7.2.6 Does it meet the official languages requirements? (Refer to Section 7.9)
- 7.2.7 Does it comply with the accessibility requirements? (Refer to Section 7.10)

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7.2.8 Can it be accessed from the School's e- learning portal and can it be used easily? (Refer to Section 7.13)

7.3 IM/IT Technical Requirements for Content and Its' Access

7.3.1 Compatibility of Contractor's Content with the School's IT Production Environment

The catalogues and content as per 6.1 and 6.2 must be capable of being accessed by the School and public servants on the contractor's learning portal via the School's e-learning portal. The technical environment of the contractor and the school must be compatible to allow such access. The contractor must also link to the School's Learning Management System for tracking and reporting purposes.

The School's production learning systems consist of the following applications housed on Shared Services Canada servers:

- Saba Learning Management System is currently version 6.1;

Currently, the School's LMS is Saba Version 6.1. It is anticipated that the LMS will be upgraded to SABA version 7.3 during 2015-2016 and when this occurs the contractor is expected to operate in this environment at no additional cost to the School.

- Houses all Shareable Content Object Reference Model (SCORM) content and all learner records
- Moodle Course Management System version 2.7
- Used for social/distance learning course delivery
- Kaltura Community Edition version 9.1
- Houses/streams all video content
- Drupal Content Management System version 7
- Web portal and front end interface to learning portal

Shared Services Canada provides high speed access to the internet.

The School's production environment has a wide variety of servers and supported technologies.

The following system software is part of the School's production environment:

For enhanced e-learning content (i.e. deployed SCORM):

- Windows Server 2008 R2
- Microsoft IIS 7.5
- SQL Server 2008r2

For the Saba Learning Management System (LMS):

- RedHat Linux 6.4
- Apache 2.4
- JBOSS CE 6
- Oracle 11G

Others

- Apache 2.4.6
- MySQL 5.1
- PHP 5.5.1.4

- Shibboleth Service Provider 2.5
- Tomcat 7

7.3.2 Additional IM/IT Requirements

- 7.3.2.1 The e-learning content provided must adhere to current Treasury Board of Canada Secretariat (TBS) regulations and guidelines for Management of Information Technology Security (MITS).
- 7.3.2.2 All content must open, play, and close, without error, under the following browser and operating system configurations:
- Operating System: Windows 7 Enterprise SP1
 - Browsers
 - Microsoft Internet Explorer 9 and higher
 - Firefox version 32 and higher
 - Google Chrome version 37 and higher
 - Safari version 7 and higher
 - Other softwares / Extensions
 - Adobe Acrobat Reader 10
 - Adobe Flash Player 14 (or greater)
 - Microsoft SilverLight 5
 - Java 7 VM
 - Microsoft .Net Framework 3.5
- 7.3.2.3 All content must run through a proxy server.
- 7.3.2.4 By default, all content must be installed and hosted by the contractor on its own infrastructure and made available through the School's infrastructure via a single sign-on (CSPS login).
- 7.3.2.5 All content playback must not require any plug-ins to load on an end user's device, or if plug-ins are required, the plug-ins must be able easy to access and install. The School's Project Authority will be solely responsible for determining the ease of access and installation of plug-ins. The determination will be based on knowledge of existing government IT environments.
- 7.3.2.6 If content requires pop-ups, the use of pop-up technology must be supported by popup blockers.
- 7.3.2.7 Content must support running in an "offline" mode, where tracking is turned off.
- 7.3.2.8 Content must not make use of;
- Applets;
 - ActiveX components; and
 - Other proprietary technologies.
- 7.3.2.9 Content must not have special security requirements such as:
- Site whitelisting;
 - Popup support;
 - Firewall rules changes; and

- Privacy settings changes.

7.3.2.10 Dynamic Content and Flexible Architecture

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

7.4 Self-paced E-learning Content

- 7.4.1 It must be compliant with SCORM 1.2 or 2004 or AICC 4.0 (Aviation Industry Computer-Based-Training Committee) standards and must be implementable through the School's Learning Portal and/or be integrated via a technical connector to the School's LMS.
- 7.4.2 The content platform must support integration with the School's learning infrastructure via SAML2 single sign on or via direct integration to the School's SABA Learning Management System.
- 7.4.3 Content must be available only to users authenticated via the single sign on.
- 7.4.4 Any individual multimedia must have a size limit of 100 MB.
- 7.4.5 Content should not contain custom databases but instead should use XML/JSON documents to store data that is loaded dynamically.

7.5 Requirements for Video-based Learning

- 7.5.1 The content platform must support integration with the School's learning infrastructure via SAML2 single sign on. Content must be available only to users authenticated via the single sign on.
- 7.5.2 Video content must include: Closed captioning (text), and text transcripts of audio. If described video is available, it should also be provided.

7.6 Provision of Content-Supporting Materials

For content titles provided, the contractor must provide:

- 7.6.1 Online Job aids, mentoring, resources, glossaries, learning guides, etc. (if they exist) designed to accompany the content;
- 7.6.2 Technical, implementation, and support documentation for the content; and
- 7.6.3 Identification of the name, type, description, and placement of all sessional and persistent cookies. In addition to the cookies' attributes, the description must include an explanation of the role the cookie plays in support of the content.

7.7 English and French Start Pages

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The contractor must prove two (2) content packages for all products that are available in both English and French to be hosted on the LMS environment: one source package with the English start page and one for the French start page.

7.8 Content Availability

Content must be available 24 hours per day and 7 days per week.

Content must be viewable, without restrictions, using a standard desktop or portable Government configuration such as laptop, tablet devices, etc.

If the content selected by the School, already supports mobile devices, then the School will be entitled to this content.

The Contractor must notify the Project Authority when course content that is available to public servants through the School's portal is amended by the contractor or is being removed.

7.9 Official Languages

The content must be available in both English and French. The French and English versions of the content must be consistent; however, in addition to identical content, contents that are equivalent will also be considered to meet this requirement. Content need not be a one to one ratio between languages to be considered equivalent; however, ratios of up to 2 will be considered excessive and unacceptable.

7.10 Accessibility

- 7.10.1 The initial 2 year contract - Content must be WCAG 2.0 A compliant, preferably in both the English and French versions. Content which is available in both English and French; however, only compliant with WCAG 2.0A in either English or French may be considered.
- 7.10.2 By month 18 of the 2 year contract at the latest, any content selected by the School for inclusion in the School's curated content which is WCAG 2.0A compliant in one language only (English or French), must be WCAG 2.0A compliant in the other language.
- 7.10.3 During the initial 2 year contract - It is expected the contractor will takes steps to upgrade their WCAG 2.0A content to WCAG 2.0AA.
- 7.10.4 At the start-up of option 1 (condition precedent to exercising the option), it is expected that a minimum of 50% of the School's preexisting curated bilingual content that will also be made available during this option period will be at WCAG 2.0AA in both languages.
- 7.10.5 At the start-up option 2 (condition precedent to exercising the option), it is expected that 100% of the School's preexisting curated bilingual content that will also be made available during this option period , will be at WCAG 2.0AA. For option period 2 and beyond, the mandatory accessibility requirement for all content will be WCAG 2.0AA.
- 7.10.6 The Web Content Accessibility Guidelines WCAG 2.0 AA can be found on the TBS website: <http://www.tbs-sct.gc.ca/ws-nw/wa-aw/wa-aw-assess-methd-eng.asp>

7.11 Content Terminology

Content must be free from negative stereotyping (e.g., cultural, racial, gender, etc.) and it should reflect Canadian terminology. For content that does not reflect Canadian terminology, and if the School identifies that terminology is causing learner confusion, the School may require the contractor to make minor changes to the text of the content at no charge to the School to make it consistent with Canadian terminology. An example of a minor change is: a word replacement – e.g. “ie gestionnaire” for “ie manager”.

Content is to be focused on the reality of the workplace. Content must avoid irony and the inappropriate use of humour.

7.12 Quality of Written and Spoken Language

The content must be free of errors. For the purpose of this requirement, errors include, as a minimum, the following:

- Accuracy including mistranslation, illogical rendering, lack of clarity and improper use of terminology;
- Language including syntax (improper sentence construction), calque (expression adopted by one language from another in a more or less literally translated form), under/over-translation and faulty usage (Gallicisms and Anglicisms);
- Style and adaptation including awkward rendering, word for word translation and incorrect adaptation of any of the following with respect to the end user:
 - tone, conciseness and level of language; and
 - Official Titles and Terminology including incorrect use of official titles, acronyms, terminology, and lack of consistency.
- Formatting including problems with layout, alignment of paragraphs and titles, inconsistency, incorrect hypertext links and version that does not reproduce the same formatting of tables and charts.

7.13 Content Ease of Use

Content must be easy to use and navigate, employing basic principles of usability design. It must be intended for use by individuals with basic computer skills.

7.14 Content Design

Content must be designed for instruction, i.e. each product must have clear, identifiable learning objectives or goals, and the content must be consistent with those objectives or goals. Content must be logically sequenced, and chunked into manageable lessons or modules with clear headings, introductions and summaries. There must be frequent opportunities for learners to check and apply their knowledge and understanding through activities such as exercises, interactivities, and assessments.

8.0 Quality Management (QM) System

The Contractor and/or its subcontractors (if any) must have a quality management system that spans the lifecycle of their COTS offering from cradle (design) to grave (ceasing to offer the content). Such a QM system contributes to:

- Ensuring error free content;

- The ongoing evolution of timely new content to address environmental changes and feedback from clients; and
- Platform evolution, etc.

9.0 Process for Onboarding/Off Boarding Content to the School's Portal

- 9.1 The Project Authority will notify the Contractor of the course(s) the School would like to integrate onto the School's Portal.
- 9.2 Within 48 hours, the Contractor must confirm receipt of the Project Authorities request and confirm that the chosen contents are available. The Contractor and the School will work together to take the steps so that the contractor's content is accessible on the contractor's e-learning portal via the Schools e-learning portal.
- 9.3 The School will prepare the appropriate cover sheets in the official languages for the content within 5 calendar days. The School and the Contractor will make the necessary arrangements to have the content(s) and supporting materials available once the cover sheet(s) are completed. The contractor must ensure that the content and any supporting materials are delivered as a package and available concurrently on the School's e-learning portal within 10 calendar days from the initial notification (9.1).
- 9.4 Off boarding by the contractor - Where a course that the School has included in its portal is to be removed by the contractor for any reason or the course and its supplementary materials is being significantly revised and/or modified by the contractor, the contractor must provide the School 60 calendar days prior written notification of its removal or the modification of the content. At such time, the contractor must advise the School if the removed content is being replaced. The Schools' SMEs reserve the right to re-evaluate the replacement content.
- 9.5 Off Boarding at the Request of the School - In the event the School decides to remove a contractor's content from the School's e-learning platform; the contractor will be advised in writing and the School and the contractor must ensure that the content is removed within 48 hours.
- 9.6 Contractor becomes aware of serious concerns with a content offering - Should the contractor become aware of serious concerns either based on their own experience or from other clients related to a content offering that is also on the School's e-learning portal such that the concerns could led to legal actions &/or harm to the reputation of the School, the contractor is to alert the School within 24 hours of becoming aware. The school will review the concern and decide either to remove the content offering, or ask the contractor to remedy the situation, or retain the content as is.

10.0 Technical Support

- 10.1 Technical support must be available to the School from 9:00 a.m. Atlantic time, to 5:00 p.m. Pacific time, Monday to Friday by phone and email.

- 10.2 In addition, client support services and materials, if available, that assists the School's IT organizations to make the connections to access the contractor's content must be made available to the School.
- 10.3 Additional services such as mentoring services etc. and/or materials to help public servants make the best possible use of the contractor's products, if available from the contractor at no extra cost must also be made available to the School.
- 10.4 Contractor must respond to inquiries made by the School within 24 hours from receipt.

11.0 Selecting Content

- 11.1 In addition to section 7.2, the process for selecting content from the Contractors will be as follows:
 - a) A SME from CSPS will identify a need for content in subject areas.
 - b) The SME is obligated to first look for a content match from the Primary Contractor. If there is content match (must also meet the requirement for bilingual content as well as the accessibility requirements), the Primary Contractor's content is automatically selected.
 - c) If a match is not found, the SME will then look for a content match (must also meet the requirement for bilingual content as well as the accessibility requirements) from the Secondary Contractor.
 - d) There are two situations where the Secondary Contractor's content may be accessed for consideration, namely:
 - I. The Primary Contractor does not have content that addresses the content requirement including the bilingual and accessibility requirements; or alternatively,
 - II. A decision is taken by the SME to provide choice within the CSPS portal by providing access to both Contractors' content that meets the requirements.
- 11.2 Following this approach, the school will not be comparing the content from one Contractor against the other in arriving at a decision between the Primary and Secondary Contractor. The Primary Contractor's content is always selected, if there is a match for the School's content requirement that also meets the bilingual and accessibility requirements.

12.0 Administration of Contract

12.1 Meetings

The Contractor will not be reimbursed for any costs incurred by the Contractor for meetings.

Kick Off Meeting

A kick-off meeting must be held within 5 calendar days from the contract award date. The kick-off meeting must be held within the National Capital Region or via conference call. The exact time and location of the kick-off meeting will be mutually agreed upon between the Contractor, Project Authority and Contracting Authority.

The purpose of the kick-off meeting is to:

- a) Review the contractual requirements;
- b) Review and clarify, if required, the respective roles and responsibilities of the Contracting Authority (CA), the Project Authority, and the Contractor to ensure common understanding; and
- c) To discuss the timing and arrangements for obtaining access to the contractor's catalogues for the SME's and to discuss the plan for onboarding the initial content.

Quarterly Meetings

There will be quarterly meetings to discuss issues, processes and in process work. The exact date and time of the quarterly meetings will be mutually agreed upon between the Contractor and Project Authority.

Progress Review Meeting

A progress review meeting (PRM) must be held at least once per year. The Project Authority's Office must be considered as the prime location for PRMs; however, meetings may be held at other locations as mutually agreed upon. The purpose of the meetings must be to:

- a) review present and future requirements; and
- b) discuss, as applicable, problem areas and issues and how to resolve and or address any such problems/issues;

The Project Authority is responsible for the coordination of the PRM with the Contractor.

The contractor is responsible for the preparation of agendas and records of decisions for all meetings. Agendas are to be made available 3 days before meetings and the draft record of decisions (ROD) for meetings are to be delivered within three working days after the meeting.

13.0 Deliverables

The deliverables are not limited to the following :

- 12.1 Access to the contractor's catalogues and listing content and supporting materials -The School has approximately 20 subject matter experts that are required to have access to the contractor's catalogues, content and supporting materials at no charge to the School within seven calendar days after notification of contract award.
- 12.2 Access/ Licenses to use self-paced e-learning content and/or video based content and related supporting materials.

12.3 Agendas and Record of Decisions for Meetings

12.4 Reports as identified in section 13.0 below.

14.0 Reporting Requirements

The contractor must provide the following reports to the Project Authority within 7 calendar days after the end of the period as per the frequency identified.

#	Report and information to be provided	Frequency
1.	No. of content registrations by content listing	1st quarter: April 1 to June 30; 2nd quarter: July 1 to September 30; 3rd quarter: October 1 to December 31; and 4th quarter: January 1 to March 31
2.	Content in progress by age <ul style="list-style-type: none"> • In progress 30 days or less • In progress between 31 and 60 days • In progress greater than 61 to 89 days • In progress more than 90 days 	1st quarter: April 1 to June 30; 2nd quarter: July 1 to September 30; 3rd quarter: October 1 to December 31; and 4th quarter: January 1 to March 31
3.	Content completed by Quarter by content listing	1st quarter: April 1 to June 30; 2nd quarter: July 1 to September 30; 3rd quarter: October 1 to December 31; and 4th quarter: January 1 to March 31
5.	Content consumption Total content consumed by quarter Remaining availability of content under contract	1st quarter: April 1 to June 30; 2nd quarter: July 1 to September 30; 3rd quarter: October 1 to December 31; and 4th quarter: January 1 to March 31 Quarterly or more frequently as requested.
6.	Year to Date Consumption & Contractor's Forecast of Consumption for upcoming calendar year	Annual report due Feb.15 th Year to date consumption of content and contractor's recommendation for number of user accesses for contractor's content for the upcoming government fiscal year

7.	End of 17th Month of Contract	Progress report on accessibility requirements as per SOW articles 7.10.2 & 7.10.3
8.	End of 8 th Month of Option Period 1 (if exercised) & Option Period 2 (if exercised)	Progress report on accessibility requirement as per 7.10.5
9.	Final Close Out Report	Once at end of contract to be submitted within 30 days of the last day of the contract. The requirements for the final close out report will be developed six months before the contract comes to an end.

The contractor's infrastructure must have web services that can pull the above mentioned reports and data including, but not limited to:

- username's registered content;
- username's In progress content;
- username's completed content; and
- Username's content consumption.

15.0 Client Support

- 15.1 Start pages - The School will be responsible for preparing the start pages that will be on the School's website, one in English and one in French.
- 15.2 The School will make available to the Contractor a technical representative to liaise with the contractor for the connection of the schools' e-learning portal to the contractor's learning portal.

16.0 Travel and Living

There will not be any travel and living associated with this contract.

17.0 Contract Close out Obligations

- 17.1 Sixty days prior to the end of the contract, the School and the contractor will work together to establish the procedures for winding down the contractor's content being accessed through the School's e-learning portal.
- 17.2 By the last day of the contract, the School will remove public servant's access to all of the contractor's listing's on the School's portal.
- 17.2 The contractor will cease to make any content available to the School.

Appendix A - List of Primary and Representative Subcategories for Content

#	Primary Categories	Representative Subcategories	Target Population
1.	Personal and Professional Effectiveness	<ul style="list-style-type: none"> • Interpersonal Communications • Personal effectiveness • Health and Wellness • Thinking Skills • Others as above not an exhaustive list 	Applies broadly across entire public service
2.	Business and Service Management	<ul style="list-style-type: none"> • Service Delivery Management • Business Analysis and Strategy • Risk Management • Change Management • Project Management • Others as above not an exhaustive list 	Smaller subset population of public service
3.	Functional Communities	Content as would be required by specialists in these functional communities <ul style="list-style-type: none"> • HR • Finance • Communications and Marketing 	Smaller subset population of public service
4.	Leadership and Management	<ul style="list-style-type: none"> • Executive and leadership skills • Management skills • Supervisory skills 	Smaller subset population of public service

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Appendix B - Communities within the Federal Government of Canada and Online Content Usage

Community Breakdown

The chart below provides basic information about the various professional communities within the Federal Public Service. Note that some senior officer levels across certain disciplines will be counted in the community of middle managers and also in the communities for their respective specialty (finance, HR) Numbers are approximate.

Functional Community of Practice and Management Groups	Approximate Number
Executives	6500
Middle Managers	40,000
Financial Officers	5500
Human Resources Officers	6000
Communications Specialists	4500

Historical Online Course Usage

The School currently offers over 300 online self-paced online learning products in its current catalogue comprising a mix of School-produced content and COTS content.

Between April 2014 and June 2015, this content has been launched a total of 217,540 times by federal public servants.

Usage ranges from under 10 launches to over 50,000 launches for the most popular course (Security Awareness), which was made mandatory in many departments. The average number of launches per product is approximately 680.

Note that not all products were available throughout this period, and some products were added late in the sample period.

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Appendix C - WCAG 2.0AA and WCAG 2.0A Spreadsheet

Review at the following link:

<http://www.tbs-sct.gc.ca/ws-nw/wa-aw/wa-aw-assess-methd-eng.asp#wcag>

ANNEX “B”

BASIS OF PAYMENT

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below:

Note1: In a given year, for the purposes of the pricing table, the quantities are additive. For example, after the initial purchase for 20,000 individual users, if a quantity for another 10,000 individual users was purchased, the pricing for the additional 10,000 individual users would be 5,000 at the price identified in row 1 (20,000 – 25,000) and 5,000 at the price identified in row 2 (25,001 – 50,000)

Note2: Each fiscal year (April 01 to March 31), the quantity resets at a minimum of 20,000 individual user accesses for the Primary Contractor and 5,000 individual user accesses for the Secondary Contractor.

	RANGE OF USERS	FIRM UNIT PRICE PER INDIVIDUAL USER ACCESS To Supplier bundle for all Primary Categories				
		April 01 2016 – March 31, 2017	April 01 2017 – March 31, 2018	April 01 2018 – March 31, 2019	April 01 2019 – March 31, 2020	April 01 2020 – March 31, 2021
1	20,000 – 25,000	\$	\$	\$	\$	\$
2	25,001 – 50,000	\$	\$	\$	\$	\$
3	50,001 – 75,000	\$	\$	\$	\$	\$
4	75,001 – 100,000	\$	\$	\$	\$	\$
5	100,001 – 150,000	\$	\$	\$	\$	\$
6	150,001 – 200,000	\$	\$	\$	\$	\$
7	200,001 – 260,000	\$	\$	\$	\$	\$

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ANNEX "C"

TASK AUTHORIZATION FORM

Contract Number		
Task Authorization (TA) Number		
Contractor's Name and Address		
Total Estimated Cost of Task (Applicable Taxes extra) before any revisions:		\$ _____
TA Revisions Previously Authorized		
TA Revision Number: _____	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____	
TA Revision Number: _____	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____	
TA Revision Number: _____	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____	
New TA Revision		
TA Revision Number: _____	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____	
Total Estimated Cost of Task (Applicable Taxes extra) after this revision:	\$ _____	
Contract Security Requirements (as applicable)		
This task includes security requirements.		
<input type="checkbox"/> No.		
Remarks:		
Required Work		
SECTION A – Task Description of the Work Required		

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SECTION B – Applicable Basis of Payment

SECTION C - Cost Breakdown of Task

SECTION D- Applicable Method of Payment

Authorization - Authorization

By signing this TA, the Project Authority or the PWGSC Contracting Authority or both, as applicable, certify (ies) that the content of this TA is in accordance with the Contract.

Name of Project Authority - _____

Signature _____ Date _____

Name of PWGSC Contracting Authority - _____

Signature _____ Date _____

Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized to sign for the Contractor

Signature _____ Date _____

ANNEX D CANADA'S ONLINE INFORMATION PRODUCTS TERMS AND CONDITIONS

1. DEFINITIONS

Authorized User(s): are employees of the Licensee (whether on a permanent, temporary or contract basis) who are permitted to access the Secure Network from within the Licensee's Premises or from such other places where Authorized Users undertake their work for the Licensee (including but not limited to Authorized Users' offices and homes) and who have been issued a password or other authentication by the Licensee.

Commercial Use: use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, use by the Licensee or by an Authorized User of the Licensed Materials in the course of research, product development and related activity in the normal course of business does not constitute Commercial Use

Licensee: are Identified Users representing Canada

Online Information Product(s) otherwise referred to "Licensed Material(s)": for purposes of these licensing terms and conditions, Online Information Product(s) refers to the licensed material(s) which are electronic versions of the content published by the Contractor.

Secure Network: a network (whether a standalone network or a virtual network within the Internet), which is only accessible to Authorized Users.

Server: the server, either the Contractor's server or a third party server designated by the Contractor, on which the Licensed Materials are posted and may be accessed.

Subscription Fee: the license fee for each year of the period of contract.

Subscription Period also referred to as "Term" or "Contract Period": the length of time the Online Information Product(s) are made available to the Authorized User(s) and will be identified in the Call-up.

2. LICENSE

- (a) Licensee acknowledges and accepts that the license to use the Online Information Product(s) being procured through the contract are non-exclusive and non-transferrable, throughout the world, and Authorized Users obtain access to the Online Information Product(s) via a Secure Network.
- (b) This License shall commence at the beginning of the Subscription Period, for each of the Online Information Products as set out in the task authorization and shall automatically terminate at the end of the Subscription Period, unless the parties have previously agreed to renew it
- (c) Contractor guarantees that it has the right to grant to Licensee all the rights granted under this License. The Contractor also guarantees that all necessary consents to that grant have been obtained.
- (d) The Contractor agrees that the terms and conditions of the Contract which includes this License as Annex C supersede any previous terms and conditions agreed to that pertain to this specific requirement. Any conditions accompanying or enclosed with the Online Information Product(s), if any, do not form part of the Agreement and, therefore, are not part of Licensee's license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Licensee or any Authorized User be required to enter into any additional license agreement with respect to the Online Information Product(s) or any portion of it. The Contractor acknowledges that any additional license agreement relating to the Online Information Product(s) signed by anyone other than the Contracting Authority is void and of no effect.

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(v) directly or indirectly use or assist any third party to use the Content for any commercial or monetary purposes including without limitation any sale, resale, loan, transfer or upload of the Content to a commercial entity's internet website, or otherwise charge a fee for access, provided however, that recovery of direct costs by Licensee from Authorized Users, and use of the Content in the course of research funded by a commercial organization shall not violate this sub-section.

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iii) publish, distribute or make available the Online Information Product(s), works based on the Online Information Product(s) or works which combine them with any other material, other than as permitted in this License;

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(b) Except as expressly provided in this License, the Contractor makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Online Information Product(s), merchantability or fitness of use for a particular purpose. The Online Information Product(s) are supplied 'as is'.

(c) The Contractor confirms to the Licensee that usage statistics covering the online usage of the journals and databases included in this license will be provided. The Contractor further confirms that such usage statistics will adhere to the specifications of the COUNTER Code of Practice.

6. LICENSEE'S UNDERTAKINGS

The Licensee must use reasonable efforts to:

(a) ensure that only Authorized Users are permitted access to the Online Information Product(s);

ensure that all Authorized Users are appropriately notified of the importance of respecting the intellectual property rights in the Online Information Product(s) and that they are made aware of and undertake to abide by the terms and conditions of this License;

- (b) monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform the Contractor and take all steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;
- (c) issue passwords or other access information only to Authorized Users and use reasonable endeavors to ensure that Authorized Users do not divulge their passwords or other access information to any third party;
- (d) keep full and up-to-date records of all Authorized Users and their access details and provide the Contractor with details of such additions, deletions or other alterations as are necessary to enable the Contractor to provide Authorized Users with access to the Online Information Product(s) as contemplated by this License

7. UNDERTAKINGS BY BOTH PARTIES

- a) Each party shall use its best endeavors to safeguard the intellectual property, confidential information and proprietary rights of the other party.
- b) The parties must not disclose the terms and conditions or the subject matter of this License (including, without limitation, the list of the Online Information Product(s) and any usage data compiled and supplied) or any other information about the other party's business to any third party without the prior written consent of the other. This provision will survive the termination of this License, and any information obtained or received which comes within these restrictions must remain confidential, provided always that this obligation will not apply to any information which at the time of disclosure is in the public domain or is made available at any time by an independent third party which has not obtained it directly or indirectly in breach of any confidentiality agreement with either of the parties hereto.

8. LICENSE FEE

Licensee must pay the fees to the Contractor as set forth in the authorized task authorization

9. TERM AND TERMINATION

- a. In addition to automatic termination (unless renewed) under clause 2, this License could be terminated:
 - i. if the Licensee defaults in making payment of the Fee as provided in task authorization;
 - ii. if either party commits a material or persistent breach of any term or obligations of this License and the contract and fails to remedy the breach within thirty (30) days of notification in writing by the other party;
- b. On termination all rights and obligations of the parties automatically terminate except as specifically provided in this License, and except for obligations in respect of Online Information Product(s) to which access continues to be permitted as provided in clause 9 f.
- c. On termination of this License for default, as specified in clauses 9 a., the Licensee shall immediately cease to distribute or make available the Online Information Product(s) to Authorized Users.

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 - e. The Licensee hereby acknowledges that the business of the Contractor is entirely dependent upon the Contractor's intellectual property rights in the Online Information Product(s), and that any material and persistent breach thereof constitutes a fundamental breach of this License, in which event, notwithstanding clause 9, this License shall immediately terminate.
 - f. On termination of the Contract, the Contractor shall provide continuing access for the Licensee to that part of the Online Information Product(s) which was published and paid for within the subscription period, either from electronic online access or by supplying electronic files or CD-ROMs/DVDs to the Licensee or by permitting the Licensee to create one (1) copy of such content if the publisher shows sufficient reason why they cannot supply electronic files.

10. GENERAL

- (a) Alterations to the Contract, including this License are only valid if they are recorded in writing and signed by both the Contractor and the Contracting Authority representing the Licensee.

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ANNEX E
PERIODIC USAGE REPORTS – CONTRACTS WITH TAs

SAMPLE MS OFFICE EXCEL SPREADSHEET
(see attachment)