

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 a Standing Offer
Demande d'offre à commandes

National Master Standing Offer (NMSO)
Offre à commandes principale et nationale (OCPN)

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

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

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

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

Title - Sujet CHANGE MANAGEMENT COURSES - NMSO	
Solicitation No. - N° de l'invitation E60ZH-150000/A	Date 2016-01-04
Client Reference No. - N° de référence du client E60ZH-150000	GETS Ref. No. - N° de réf. de SEAG PW-\$\$ZH-125-29746
File No. - N° de dossier 125zh.E60ZH-150000	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-02-17	
Time Zone Fuseau horaire Eastern Standard Time EST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Cayer, Sophie	Buyer Id - Id de l'acheteur 125zh
Telephone No. - N° de téléphone (819)956-1144 ()	FAX No. - N° de FAX (819)956-2675
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PORTAGE III 10C1 11 LAURIER ST GATINEAU Quebec K1A0S5 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein
Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, the Basis of Payment, the Call-up against a standing offer and the quarterly usage report.

1.2 Summary

Canada has a requirement for 5 classroom based, Change Management Training geared towards all levels of the workforce and specific to their respective roles in the execution of transformational change initiatives. The Offeror must offer the following training on an "if and when requested" basis.

1. Change Management Practitioner Certification;
2. Change Management Executive Training;
3. Change Management Manager and Supervisor Training ;
4. Change Management Employee Training; and
5. Change Management Train the Trainer Training.

The participants are employees of the Government of Canada across Canada.

The SO period will be for one year with the irrevocable option to extend by 2 periods of one-year each.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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There is no security requirement associated with this requirement.

The resulting Standing Offer is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1.3 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Offers

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

Due to the nature of the Request for Standing Offers, transmission of offers 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 FPS, offerors must provide the information required in the Attachment 2 to Part 3 - Certifications and additional information form before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

2.4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

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2.5. Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (4 hard copies);
Section II: Financial Offer (1 hard copy); and
Section III & IV: Certifications and Additional Information (1 hard copy)

This Request for Standing Offers uses Portable Document Format (PDF) technology. To access the PDF form, offerors must have a PDF reader installed. If offerors do not already have such a reader, there are several PDF readers available on the Internet. It is recommended to use the latest version of PDF reader to benefit all features of the interactive forms.

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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

- 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 Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

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

Part 4, Evaluation Procedures, contains additional instructions that offerors should consider when preparing their technical offer.

Section II: Financial Offer

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Offerors must submit their financial offer in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3.

Offerors must submit their prices FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately, if applicable.

When preparing their financial offer, offerors should review the basis of payment in Annex B and clause 1.2, Financial Evaluation, of Part 4.

Section III & IV: Certifications & Additional Information

In Section III & IV of their offer, Offerors should provide the certifications required under Part 5 and, as applicable, any related documentation and Additional Information.

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

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ATTACHMENT 1 TO PART 3

PRICING SCHEDULE

(See attached Microsoft Excel Spreadsheet – Attachment 1 to Part 3.xls)

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ATTACHMENT 2 TO PART 3

CERTIFICATIONS AND ADDITIONAL INFORMATION

See attached PDF fillable Form - Attachment 2 to part 3 - certifications.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive.

The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

ATTACHMENT 1 TO PART 4 TECHNICAL CRITERIA

The technical offer must meet all mandatory technical criteria specified in the table below. The Offeror must provide the necessary documentation to support compliance.

Any Offer which fails to meet the mandatory technical criteria will be declared non-responsive. Each criterion should be addressed separately.

Number	Mandatory Technical Evaluation Criterion
MT1	<p>The Offeror must demonstrate having been in business for a minimum of 5 years preceding the standing offer posting date.</p> <p>The Offeror should provide Legal document(s) (e.g. Incorporation certificate, business registration or tax returns) confirming the number of years the firm has been in business.</p>
MT2	<p>The Offeror must demonstrate that the change management training is based on one of the following change management models:</p> <ul style="list-style-type: none">a) ADKAR,b) Kotter's 8 Step Change Model,c) Beckhard's Change Equation,d) Bridge's Change Model,e) Kubler-Ross Model, orf) Lewin's 3 Stages of Change.
MT3	<p>The Offeror must demonstrate that they offer a Change Management Practitioner Certification Training that meets the requirement of the course outline in Annex A – Statement of Work</p> <p>In order for the Offeror to demonstrate that they offer the above course they must provide a copy of the course outline that addresses the requirements outlined within Section 4.0 of the Statement of Work.</p> <p>AND</p> <p>The Offeror must demonstrate that this course is qualified, accredited and/or endorsed by a recognized change management body.</p> <p>The Offeror must provide evidence of professional qualification, accreditation and/or endorsement.</p> <p><i>For the purpose of this evaluation criteria, a recognized change management body is an organization in the change management field that has an assessment process to recognize a firm as having a high standard of performance in change management.</i></p>

MT4	<p>The Offeror must demonstrate that they have delivered the course in MT3 a minimum of 10 times in a classroom based environment and within one year preceding the issuance of the RFSO.</p> <p>The Offeror must provide the following information:</p> <ul style="list-style-type: none">i. Course Delivery Date(s)ii. Location/Client Nameiii. Number of Participants
MT5	<p>The Offeror must demonstrate that they offer the following courses that meets the requirement of the course outline in annex A – Statement of Work:</p> <ul style="list-style-type: none">6. Change Management Executive Training7. Change Management Manager and Supervisor Training8. Change Management Employee Training9. Change Management Train the Trainer Training <p>The Offeror must have delivered at least 3 out of 4 of these courses a minimum of 3 times each in a classroom based environment and within two years preceding the issuance of the RFSO.</p> <p>The Offeror must provide the following information:</p> <ul style="list-style-type: none">i. Course Nameii. Course Delivery Date(s)iii. Location/Client Nameiv. Number of Participants
MT6	<p>The Offeror must demonstrate that they offer Change Management Tools, such as evaluation(s), assessment(s) and/or diagnostic(s) tool(s), templates and presentations, as part of the Change Practitioner Training outlined in Annex A – Statement of Work at article 4.1.1.1</p>
MT7	<p>The Offeror must provide a copy of the proposed course materials in hard copy or soft copy format for each of the courses identified.</p>

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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

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

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PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Financial Capability

SACC Manual clause [M9033T \(2011-05-16\)](#) Financial Capability

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

There is no security requirement applicable to this Standing Offer.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "D ". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 10 calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance to one year later.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for 2 additional one year period, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Sophie Cayer
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Place du Portage III, 10C1
11 Laurier, Gatineau Qc K1A 0S5

Telephone: 819.956.1144

E-mail address: Sophie.cayer@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Client Authority

The client authority is the representative of the Identified User and is responsible for the payment and administration of the call-up. To be identified at time of call-up issuance, if any.

7.5.3 Offeror's Representative

(To be identified at time of Standing Offer issuance)

7.6 Identified Users

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

7.7 Call-up Procedures

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

The following call-up process must be followed:

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

- i) Course Name;
- ii) Estimated Number of Participants
- iii) Approximate Course Delivery Date;
- iv) Location of Training
- v) Identified User information

Step 2 - Response to Request: following step 1, the Offeror must provide by e-mail, within 5 calendar days of receiving the request, the following information to the Identified User:

- i) Cost of course as identified in Annex B, Basis of Payment;
- ii) Confirmed the training dates or provide alternative dates acceptable to the Identified User;
- iii) Total estimated cost.

Step 3 - Call-up issuance: Following step 2, the Identified User will issue the call-up against the Standing offer using the Call-up instrument.

7.8 Call-up Instrument

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

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$250,000.00 (Applicable Taxes included).

7.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2035 (2015-07-03)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated _____ (*insert date of offer*).

7.11 Certifications

7.11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

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7.12 Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2035 (2015-07-03) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Section _____ (*insert section number*) Interest on Overdue Accounts, of _____ (*insert the number, date and title of applicable general conditions*) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 Basis of Payment

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

7.4.1 Firm Lot Price per course

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price per course, as specified in Annex B – Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

7.4.2 Method of Payment

7.4.2.1 Method of Payment – Single Payment

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

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

7.4.2.2 Payment Credits

If the Contractor does not provide the required instructor to deliver the course under the approved call-up, the Contractor must credit to Canada a flat rate of \$(*amount to be inserted at SO issuance*) for

administrative expenses, including all travel expenses if applicable, incurred by Canada for the purpose of the course.

- a) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- b) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- c) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- d) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- e) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

7.4.3 SACC Manual Clauses

A9116C (2007-11-30), T1204 – Information Reporting by Contractor
A9117C (2007-11-30), T1204 – Direct Request by Customer Department
A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)
C2605C (2008-05-12), Canadian Customs Duties and Sales Tax – Foreign-based Contractor)

7.4.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

7.5 Invoicing Instructions

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.

The invoice must be forwarded to the Identified User to the address or e-mail shown in the call-up for certification and payment.

Each invoice must be supported, as applicable, by:

- a) Call-up Number;
- b) Course Name; and
- c) Delivery Date

7.6 Insurance

SACC Manual clause G1005C (2008-05-12) Insurance

7.7. Terms and Conditions contained in Contractor Documentation

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

7.8 Course Cancellation and Rescheduling

Canada may cancel or reschedule a scheduled course without a fee by giving a written notice to the Contractor at least 10 calendar days prior to the course delivery date.

- a) In the event that Canada cancels a course between 10 to 3 calendar days prior to the delivery date, the Contractor will be paid 50% of the firm lot price per course;
- b) In the event that Canada cancels a course 3 or fewer calendar days prior to the delivery date, the Contractor will be paid 75% of the firm lot price per course;
- c) In the event that Canada cancels or reschedules a scheduled course on the day of or during the training the Contractor will be paid the firm lot price per course.
- d) In the event that, due to the unavailability of the contractor's instructor, Canada cancels or reschedules a scheduled course on the day of or during the course, the Contractor will reimburse Canada in accordance with article 7.4.2.2 - Payment Credits

If the Identified User or the Contractor have to cancel due to an unforeseeable or uncontrollable even (such as a strike, a virus attack, a pandemic, a power or technical failure, etc.) no charge will be applied regardless of when the notice is received by Canada or the contractor.

ANNEX A

STATEMENT OF WORK

1.0 Title

Change Management Training

2.0 Scope

2.1 Objective

To deliver an Instructor led, classroom based, Change Management Training geared towards all levels of the workforce and specific to their respective roles in the execution of transformational change initiatives. The training will include materials, tools, methodologies, and other products to grow organizational change management capacity, build a workforce competent in change management, and position leaders and their constituents to successfully implement change initiatives and sustain their intended benefits.

The training tool(s) and methodology will:

- Position people in their respective roles (change practitioners, executives, managers and supervisors, employees, and internal change management trainers) to manage change effectively from inception to post implementation;
- Support and engage the workforce to achieve the benefits of the host of change initiatives underway and on the horizon;
- Support Blueprint 2020's vision of a high-performing Public Service that works collaboratively;
- Help increase adaptive capacity within a constantly changing and complex environment; and
- Foster behavioural change to successfully achieve the benefits change initiatives.

2.2 Background

The Government of Canada is committed to keeping pace with the rapid change taking place in the world. There are many transformational change initiatives underway and on the horizon. Many changes are large-scale, whole of government changes, while others are specific to particular departments and/or branches within departments and agencies. All are part of the solution in transforming the public service and are linked to Blueprint 2020 – a vision for a world-class Public Service equipped to serve Canada and Canadians now and into the future. The Blueprint 2020 vision foresees a capable and high-performing Public Service that embraces innovation, transformation and continuous renewal.

Learning is fundamental to the transformation of public services and effective change management approaches are critical for success. People respond differently to change depending on their unique situations and personalities. Some are more resilient and adapt more quickly to change; others need support to adjust. Research shows that resilience and change capacity are the most important success factors in any change initiative.

Throughout the public service, people have varying degrees of competency in change management. Some have had a great deal of exposure to change management training and experience while others have had limited to no exposure. The intent of this requirement is to provide departments and agencies with a procurement tool to allow them to engage their leaders, managers, and employees in high-quality change management training to work towards building a common culture and strengthen individual and

organizational performance.

3.0 Reference Documents

Link to information on Blueprint 2020: <http://www.clerk.gc.ca/eng/feature.asp?pagelId=354>

4.0 Requirements

The Contractor must provide instructor(s) to deliver Change Management Courses, in English and in French for federal public servants including change management practitioners, executives, managers and supervisors, front line employees, and internal change management trainers.

The Contractor must provide material, tools and methodologies, customizable exercises and role-specific training focused on change management theory and on the application of a recognized change management methodology. All materials must be based on empirical research on the people side of change.

The change management training will focus on:

- Theory of change management;
- Good practices in change management;
- The recognized change management model;
- The change process;
- The stages of change including planning, implementation, and post implementation; impacts of change on the organization and the individual;
- Roles of internal stakeholders (executives, managers and supervisors, employees, change managers); and
- Constructive ways to deal with change effectively.

The Change Management Training will include:

- A systematic approach for managing the people side of change that addresses what is needed from the executive team and engaging key internal stakeholders including managers and supervisors, and employees;
- An approach for and provision of tools to facilitate data collection to anticipate the thinking and behaviours of people in the workforce to inform change management strategies/intervention(s);
- The roles of leaders to make a formal case for change(s), commit to and embrace the change(s), provide support, and motivate the organization to realize the change(s);
- Strategies to ensure individuals at different levels are equipped to perform their roles in managing change effectively;
- The importance of communicating the message to help ensure internal stakeholders understand the issues, feel the need to change, and see the new direction as clearly as the ones championing it do; and
- How to achieve the sustained adoption of the transformational change(s), including elements such as, rewards and recognition, updating policies and procedures.

4.1 Training Delivery

The contractor must provide the following commercially available Change management Courses as and when required:

4.1.1 Change Management Practitioner Certification Training

Training and certification in change management to develop change management practitioners and equip them to perform the functions of a change manager. Individuals identified by the department are trained in change management and certified in change management.

The objective of the training is to enable participants to:

- a) Acquire concepts related to change management;
- b) Conduct change management assessments, and use applicable tools and methodology relevant to the stages of change to advance transformation projects through a change management lens;
- c) Develop strategies and apply diagnostic tools to inform change management plans;
- d) Understand their change management roles and responsibilities;
- e) Have the knowledge, tools, and materials to develop and implement resistance strategies;
- f) Support their organization in advancing its multitude of change initiatives; and
- g) Effectively perform the role of change manager.

Number of days: 3 to 5 days in a classroom based environment

Number of participants per session: 12 maximum

4.1.1.1 The following tools must be provided for the Change Management Practitioner Certification Training:

- a) Evaluation(s), assessment(s), and/or diagnostic tool(s) to:
 - i. Assess the change initiative itself including the characteristics of the change and the scope of the change to better define the nature of the change initiative;
 - ii. Assess the impacts of the change at an organizational and at an individual level to better understand the implications and risks associated with the change;
 - iii. Assess the competency/capacity for the change at various levels in the organization (senior management, middle management, front line employees) to surface opportunities to implement the change successfully; and
 - iv. Assess employee readiness to participate in the change to identify factors that could negatively impact the successful implementation of the change.
- b) Templates to develop change management plans:
 - i. Change Management Plan;
 - ii. Change Management Strategy;
 - iii. Communications Plan;
 - iv. Resistance Plan; and
 - v. Training Plan.
- c) Presentations to provide easy access to structured material with relevant contents presented in a systematic and well planned manner for typical outreach activities, including but not limited to:

- Outlining the change management process, model(s), and roles (executives, managers, employees, project and change management resources);
- Providing an overview of the recognized change management model(s) including its elements and purpose;
- Outlining why it is important to pay attention to change management; and
- Providing information on empirical research that demonstrates what works well in achieving the desired results from the change(s).

4.1.2 Executive Training

Training for executives on the role of executives in leading change. The objective of the training is to ensure that executives:

- a) Understand their change management accountabilities, and responsibilities;
- b) Are well positioned to support their organization in advancing its multitude of change initiatives; and
- c) Understand the roles of others in times of change including, executives, managers and supervisors and employees, project managers, and change managers.

Number of days: ½ to full-day in a classroom based environment

Number of participants per session: 20 Maximum

4.1.3 Manager and Supervisor Training

Training for managers and supervisors on their roles in leading people and teams through change and building support for change. The objective of the training is to ensure managers and supervisors:

- a) Understand their change management accountabilities and responsibilities;
- b) Are well positioned to support their teams and their organization in advancing its multitude of change initiatives;
- c) Have the knowledge and materials to develop and implement resistance strategies;
- d) Have the knowledge and tools to identify areas of focus to meet the needs of those they supervise and advance the transformation agenda;
- e) Are able to engage in change; and
- f) Are able to effectively coach and engage employees.

Number of days: 1 day in a classroom based environment

Number of participants per session: 20 Maximum

4.1.4 Employee Training

Training for employees to build engagement and help employees to understand their roles during times of change. The objective of this training is to ensure employees:

- a) Understand and are able to navigate the change process;
- b) Understand the change model;
- c) Understand the roles of others in change; and
- d) Are able to effectively deal with and engage in change

Number of days: ½ to full-day in classroom based environment

Number of participants per session: 30 Maximum

4.1.5 Train the Trainer Training

Training for individuals identified by the department as internal trainers of change management. The training will equip these individuals to train managers and supervisors and employees in change management. The objective of this training is to ensure trainees have the knowledge, expertise, and permission needed to:

- a) Deliver change management training for managers and supervisors;
- b) Deliver change management training for employees;
- c) Recognize and use the most appropriate tools, assessments, and methodologies to help managers and supervisors manage change.
- d) Understand their change management role; and
- e) Support their organization in advancing its multitude of change initiatives.

Number of days: 1 to 3 day(s) in a classroom based environment

Number of participants per session: 5 Maximum

5.0 Training Location

Courses must be delivered in the following cities:

- Halifax;
- Montreal;
- National Capital Region;
- Toronto;
- Edmonton; and
- Vancouver.

The exact location of the training will be identified in the call-up.

6.0 Language requirement

The contractor must deliver the training and provide the training material in English or French as requested in the issued call-up.

7.0 Training Material

The contractor must provide all training materials in printed format upon the start of the training. The contractor may supplement training delivery using electronic resources/materials.

8.0 Tasks/Deliverables

The Contractor must:

- a) Provide instructors to deliver the training courses.
- b) Deliver training within a timeframe agreed to by the Client Authority.
- c) Provide training materials for all participants.
- d) Liaise with the Client Authority in preparation for training logistics and delivery.
- e) Liaise with Client Authority regarding any equipment required for the course.

8.1 For each course the Instructor must:

- a) Arrive prior to the beginning of each course to verify the room setup, check equipment, and greet participants.
- b) Begin and conclude the course at the time stipulated in the contract.
- c) Distribute an attendance list to participants for their signature and submit to the Client Authority.
- d) Distribute the participant course materials and any other relevant documentation.
- e) Provide an administrative briefing to participants at the beginning of the course outlining the location of fire exits, washrooms, and lunchroom facilities.
- f) Summarize the course outline with participants and confirm the course objectives.
- g) Inform participants that they will receive a confirmation of course completion.
- h) Inform the Client Authority of any challenges or issues after the delivery of a course.
- i) Provide participant feedback for each course delivery.

8.2 Instructor's Role and Responsibilities

- a) Create an open, trusting learning environment where learners can share ideas, ask questions and are motivated to find answers to their questions.
- b) Focus on group process and dynamics.
- c) Help participants engage with each other in support of the learning objectives.
- d) Encourage participants to share their views and discuss perspectives.
- e) Pose questions and engage learners in discussion.
- f) Ensure the workshop timeline is managed effectively.
- g) Keep the discussion on track.
- h) Share their subject matter knowledge as and when required.

8.3 Client Support

The Client Authority will:

- a) Confirm participant registrations.
- b) Provide the premises and training equipment.
- c) Prepare the training room prior to the start of each course and ensure that required equipment is installed, connected and ready for use.
- d) Make the necessary arrangements to provide instructors with access to the building and/or training room.
- e) Prepare and provide a list of participants for each session.

ANNEX B

BASIS OF PAYMENT

1.0 The Contractor will be paid a firm Lot Price per course as follows:

1.1 Change Management Practitioner Certification Training

Location	Initial SO Period	Option Period 1	Option Period 2
Halifax	\$	\$	\$
Montreal	\$	\$	\$
National Capital Region	\$	\$	\$
Toronto	\$	\$	\$
Edmonton	\$	\$	\$
Vancouver	\$	\$	\$

1.2 Change Management Executive Training

Location	Initial SO Period	Option Period 1	Option Period 2
Halifax	\$	\$	\$
Montreal	\$	\$	\$
National Capital Region	\$	\$	\$
Toronto	\$	\$	\$
Edmonton	\$	\$	\$
Vancouver	\$	\$	\$

1.3 Change Management Manager and Supervisor Training

Location	Initial SO Period	Option Period 1	Option Period 2
Halifax	\$	\$	\$
Montreal	\$	\$	\$
National Capital Region	\$	\$	\$
Toronto	\$	\$	\$
Edmonton	\$	\$	\$
Vancouver	\$	\$	\$

1.4 Change Management Employee Training

Location	Initial SO Period	Option Period 1	Option Period 2
Halifax	\$	\$	\$
Montreal	\$	\$	\$
National Capital Region	\$	\$	\$
Toronto	\$	\$	\$
Edmonton	\$	\$	\$
Vancouver	\$	\$	\$

1.5 Change Management Train the Trainer Training

Location	Initial SO Period	Option Period 1	Option Period 2
Halifax	\$	\$	\$
Montreal	\$	\$	\$
National Capital Region	\$	\$	\$

Solicitation No. - N° de l'invitation
E60ZH-150000/A
Client Ref. No. - N° de réf. du client
E60ZH-150000

Amd. No. - N° de la modif.
File No. - N° du dossier
125zh.E60ZH-150000

Buyer ID - Id de l'acheteur
125zh
CCC No./N° CCC - FMS No./N° VME

Toronto	\$	\$	\$
Edmonton	\$	\$	\$
Vancouver	\$	\$	\$

Solicitation No. - N° de l'invitation
E60ZH-150000/A
Client Ref. No. - N° de réf. du client
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File No. - N° du dossier
125zh.E60ZH-150000

Buyer ID - Id de l'acheteur
125zh
CCC No./N° CCC - FMS No./N° VME

ANNEX C
CALL-UP
STANDING OFFER E60ZH-150000
(will be provided at SO issuance)

Solicitation No. - N° de l'invitation
E60ZH-150000/A
Client Ref. No. - N° de réf. du client
E60ZH-150000

Amd. No. - N° de la modif.
File No. - N° du dossier
125zh.E60ZH-150000

Buyer ID - Id de l'acheteur
125zh
CCC No./N° CCC - FMS No./N° VME

ANNEX D

QUARTERLY USAGE REPORT

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