



**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 Lean Six Sigma Training | |
| Solicitation No. - N° de l'invitation EN578-161617/A | Date 2016-02-10 |
| Client Reference No. - N° de référence du client 20161617 | GETS Ref. No. - N° de réf. de SEAG PW-\$\$ZH-113-29838 |
| File No. - N° de dossier 113zh.EN578-161617 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-03-22 | |
| Time Zone Fuseau horaire Eastern Daylight Saving Time EDT | |
| Delivery Required - Livraison exigée See Herein | |
| Address Enquiries to: - Adresser toutes questions à: Reynolds(zh), Diane | Buyer Id - Id de l'acheteur 113zh |
| Telephone No. - N° de téléphone (819)956-1141 () | FAX No. - N° de FAX (819)956-9235 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See Herein Voir aux présentes | |
| Security - Sécurité This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend 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 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 and any other annexes

1.2 Summary

To provide Lean Six Sigma training to any federal government department/agency and Crown Corporation across Canada in both of Canada's official languages.

The Offeror must provide training courses that include Instructors, manuals and materials to federal government employees who request classroom or online training for Lean Six Sigma at a designated belt level (white, yellow, green, black, master black). Obtaining a designated belt level will enable federal government employees to gain insight on how to integrate Lean Six Sigma tools and methodology into their work processes. The training should also enable federal government employees to look for opportunities to achieve operational excellence using Lean Six Sigma methodology.

The period for making call-ups against the Standing Offer is from date of issuance for a period of 18 months.

In as much as possible, every 18 months, PWGSC may issue a RFSO to allow new offerors to become pre-qualified or to replace the Standing Offers.

For each Region/Metropolitan Area, PWGSC will issue up to five National Master Standing Offers.

The requirement is subject to the provisions of 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.

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the Industrial Security Program (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) of Public Works and Government Services Canada (PWGSC) website.

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 at the sole discretion of the Standing Offer Authority.

1.4 Communications Notification

As a courtesy, the Government of Canada requests that successful offerors notify the Standing Offer Authority in advance of their intention to make public an announcement related to the issuance of a standing offer.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the RFSO by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by PWGSC.

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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/19>) 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 calendar days

2.2 Submission of Offers

Offers must be submitted only to PWGSC Bid Receiving Unit by the date, time and place indicated on page 1 of the RFSO.

Due to the nature of the RFSO, transmission of offers by facsimile or by electronic email to PWGSC will not be accepted.

2.3. Former Public Servant

Standing Offers issued 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 standing offers issued to FPS, offerors must provide the information required in the Attachment 2 to Part 3 - Certifications form before standing offer issuance. 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

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the 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.

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 the province of Quebec.

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 (four hard copies);
Section II: Financial Offer (one hard copy); and
Section III: Certifications and Additional Information (one hard copy).

This RFSO 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; and
- 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>). 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.

Section II: Financial Offer

Offerors must submit their financial offer 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.

Offerors must submit their prices and rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

The prices specified in the pricing schedule, when quoted by the Offeror, includes all the costs to be incurred by the Offeror to meet its obligations under the Standing Offer and any contract resulting from the Standing Offer with the exception of any travel and living expenses.

When preparing their financial offer, offerors should review clause 4.1.2, Financial Evaluation, of Part 4 of the RFSO.

Section III: Certifications and Additional Information

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

Offerors must complete their Certifications and Additional Information by using the PDF fillable form in Attachment 2 to Part 3 - Certifications and Additional Information.

Offerors should complete the interactive form electronically before printing the document for submission. Offerors should note that simply printing the document prior to completing it electronically may omit certain fields that would appear when filling out the form electronically, resulting in incomplete Certifications.

The form should be signed.

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**ATTACHMENT 1 TO PART 3
PRICING SCHEDULE**

The Offeror should complete this pricing schedule and include it in its financial offer once completed.

If the Offeror adds any conditions or makes changes to the pricing schedule, the Offeror's financial offer will be declared non-responsive.

See the attached Microsoft Excel fillable Attachment 1 to Part 3 - Pricing Schedule.xls form.

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**ATTACHMENT 2 TO PART 3
CERTIFICATIONS AND ADDITIONAL INFORMATION**

See attached PDF fillable Attachment 2 to Part 3 - Certifications.pdf form.

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 RFSO including the technical and financial evaluation criteria; and
- 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

- a) To be declared responsive, an offer must:
 - i. comply with all the requirements of the RFSO; and
 - ii. meet all mandatory technical criteria;
- b) Offers not meeting (i) or (ii) will be declared non-responsive; and
- c) For each region/metropolitan area, responsive offers will be ranked in ascending order of evaluated prices, the responsive offer with the lowest evaluated price being ranked 1st. For each region/metropolitan area, the first five ranked responsive offers will be recommended for issuance of a Standing Offer. If an Offeror has more than one responsive offer for more than one region /metropolitan area, only one Standing Offer will be recommended for issuance which will combine the specific regions/metropolitan areas.

**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.

| Number | Mandatory Technical (MT) Criteria | Offer Preparation Instructions |
|--------|---|---|
| MT1 | <p>The Offeror must have a minimum of five years of demonstrated experience delivering Lean Sigma Six training as defined in section 1.3 of the Statement of Work to outside clients in both of Canada's official languages within the last seven years as of the RFSSO publication date.</p> <p>Outside client refers to a client that is external to the Offeror's organization. Parent companies, affiliates, and subsidiaries are considered internal.</p> <p>To demonstrate experience, the Offeror must provide:</p> <ul style="list-style-type: none"> a) The name of the client; b) The name of the course(s) delivered, a description of the course objective and course content; c) Start and end date (day/month/year to day/month/year); d) Duration of each course in days; and e) The official language the course was delivered in. | <p>The following information should be provided for each outside client:</p> <ul style="list-style-type: none"> i. Contact Name; ii. Telephone number of Contact; iii. E-mail address of Contact (if available). |

PART 5 – CERTIFICATIONS

Offerors must provide the required certifications 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 made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

Canada has the right to ask for additional information to verify the Offeror's certifications. 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, result in the setting aside of the Standing Offer or constitute a default under the Contract.

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

1. Certifications Precedent to Issuance of an Instrument (if applicable)

The following certifications should be provided, if applicable and may be submitted afterwards either electronically or in hard copy. If any of these required certifications is not completed and submitted as requested, 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.

1.1 Set-Aside for Aboriginal Business (if applicable)

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4: Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/9#section-9.40>). The Offeror:

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

The Offeror must check the applicable box below:

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

OR

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

The Offeror must check the applicable box below:

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

OR

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

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

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

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

a) I am _____ (insert "an owner" and/or "a full-time employee") of _____ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-Aside Program for Aboriginal Business"; and

b) I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

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

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

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

PART 6 – SECURITY REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a standing offer, the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer.
2. Offerors are reminded to obtain the required security clearance promptly. Offerors who have not yet received their Designated Organization Screening (DOS) clearance from the Canadian Industrial Security Directorate by the date that the Standing Offer Authority has issued any Standing Offer as a result of this RFSO will be considered non-responsive to this RFSO's requirements for the issuance of a Standing Offer.
3. For additional information on security requirements, Offerors should refer to the Industrial Security Program of the PWGSC website (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>).

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 The following security requirements (Security Requirement Check List (SRCL) and related clauses) apply and form part of the Standing Offer.

- a) The Offeror must hold the following minimum security requirement in order to remain an Offeror. The Standing Offer Authority may verify the Offeror's security clearance with the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC) at any time during the period of the Standing Offer.

Security requirement for Canadian Supplier: PWGSC File # COMMON PS SRCL# 6
(<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-1-eng.html#srcl6>)

- i. The Offeror must, at all times during the performance of the Standing Offer, hold a valid Designated Organization Screening (DOS), issued by CISD/PWGSC.
 - ii. The Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
 - iii. The Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Offeror must ensure that its personnel are made aware of and comply with this restriction.
 - iv. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
 - v. The Offeror must comply with the provisions of the:
 1. SRCL and security guide (if applicable) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/csplvers-cpssrcl/pdf/csplvers-cpssrcl-6.pdf>);
 2. *Industrial Security Manual* (Latest Edition).
- b) The requirements to be procured under this Standing Offer are subject to the requirements identified in the SRCL's identified in each individual Call-up. The possible common SRCLs for professional services are identified in Annex C to this Standing Offer. Additional security checks may be conducted by the Identified User in respect of each Call-up. PWGSC may at any time add additional pre-approved generic SRCLs;
- c) These generic SRCLs may not meet the needs of some Identified Users for some requirements; in such cases, a unique SRCL fully describing the security requirements will be included in the documentation associated with that individual call-up; and
- d) In the case of a joint venture (JV), for any given Call-up the highest level of corporate security attainable through CISD of PWGSC is the lowest level held by any single member of the JV. For example, a JV with five members is comprised of four members holding a valid Facility Security Clearance (FSC) at the Secret level and one member holding a valid DOS. The highest corporate security level for which the joint venture would be considered under this Standing Offer would be DOS, until such time as the member holding a valid DOS clearance has requested sponsorship via the Standing Offer Authority and obtained a valid FSC at the Secret level as issued by CISD.

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 (SACC) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by PWGSC.

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

- a) The Offeror must compile and maintain records on its provision of services to the federal government under contracts resulting from the Standing Offer. The data must be submitted on an annual basis to the Standing Offer Authority;
- b) Electronic reports must be completed and forwarded to the Standing Offer Authority no later than 15 calendar days after the end of the annual period. An electronic version of the form in Annex E will be provided to the Offeror electronically by the Standing Offer Authority;
- c) All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no services are provided during a given period, the Offeror must still provide a "NIL" report; and
- d) Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

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 for a period of 18 months.

7.4.2 Request for Standing Offers

- a) In as much as possible, every 18 months, PWGSC may issue a bid solicitation to allow new Offerors to become pre-qualified or to replace the Standing Offer. The Request for Standing Offers (RFSO) will be subject to an open competition published on PWGSC's Buyandsell.gc.ca Web site;
- b) Each RFSO may contain a technical component, a financial component and a certification component; and
- c) PWGSC may during any RFSO process add and(or) remove and(or) modify existing belt levels.

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Diane Reynolds
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Professional Services Procurement Directorate
Place du Portage, Phase III, 10C1
11 Laurier Street, Gatineau, Quebec, K1A 0S5
Telephone: 819-956-1141
Facsimile: 819-956-9235
E-mail: Diane.Reynolds@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/she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Offeror's Representative

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

To be identified at time of issuance

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

To be identified at time of 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 (<http://laws-lois.justice.gc.ca/eng/acts/F-11/>).

7.7 Call-up Procedures

7.7.1 Multiple Offers Exist

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

7.7.2 Offeror Selection Methodology

Identified Users may direct a contract at or below \$25,000 (Applicable Taxes included) to Offerors qualified within a Region/Metropolitan Area in accordance with the Government Contracts Regulations, irrespective of the ranking of Offerors on the list.

For contracts above \$25,000 (Applicable Taxes included) within a Region/Metropolitan Area, where the Identified User wishes to issue a Call-up under this series of standing offers it must issue an Availability Confirmation Form (ACF) as per Annex D, to either:

- a) the first ranked Offeror on the List, or
- b) up to a maximum of five at once of the highest ranked Offerors on the list (a Group Invitation).
The Standing Offer Authority may increase or decrease the maximum number of Offerors permitted in any Group Invitation during the Standing Offer on 30 calendar days' notice in writing to all Offerors who received a Standing Offer.

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

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

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

7.7.3 Contents of the ACF

Each ACF will identify the requirements of the Identified User's requirement, including:

- a) The specific Lean Six Sigma belt level(s);
- b) Estimated number of participants for each belt level;
- c) Course delivery date(s) for each belt level;
- d) The location where the required course(s) will be delivered;
- e) The Region/Metropolitan Area;
- f) The language the course(s) must be delivered in;
- g) Travel and Living requirements (if applicable);
- h) The level of security clearance(s) required to carry out the required services (if applicable);
- i) The contact information for the Identified User; and
- j) The response due date.

The terms and conditions set out in the ACF and Resulting Call-up Clauses that form part of this Standing Offer apply to the Call-up.

7.7.4 Response Requirements

In order to submit a response, the Offeror must complete Section C of the ACF. The Offeror will identify the resource(s) it is proposing to provide the Services. The Offeror must not submit a resume for the proposed resource(s). All qualifications (experience, education and certifications, if applicable) for the proposed resource(s) must be identified by the Offeror in Section C of the ACF. Offerors may respond in either official language, in accordance with the Official Languages Act.

-
- a) Contents of Response: The response must be signed by the Offeror or by an authorized representative of the Offeror. Timely receipt and correct direction of the response is the sole responsibility of the Offeror. The response must include all information necessary to fulfill all the requirements specified in the ACF and clearly identify:
- i. The resource(s) proposed for the required Lean Six Sigma belt level, along with the proposed resource's qualifications (experience, education, certifications - as applicable) in accordance with section 2.0 of Annex A, Statement of Work; and
 - ii. Information requested to satisfy the level of security clearance required to carry out the Services.
- b) Timing of Response: Offerors must provide the response to the Identified User within two working days of the ACF's issuance (or within a longer period if identified in the Form). Failure to provide a response within the specified time frame will be interpreted as being unable to perform the Services.
- c) Offeror Certification: By submitting and signing a response to an ACF, the Offeror certifies and warrants each of the following:
- i. Every resource proposed will be available to perform the Work starting at the time specified in the ACF or agreed to with the Identified User; and
 - ii. If the Offeror has proposed any resource in fulfillment of the requirement who is not an employee of the Offeror, the Offeror certifies that it has written permission from such person or the employer of such person to propose the services of such person in relation to the work to be performed in fulfillment of the requirement and to submit such person's proof of certification to the Identified User. During the assessment of the proposed resource, the Offeror must upon the request of the Identified User provide a copy of such written permission, in relation to any or all non-employees proposed. If the Offeror fails to comply with such a request, the Offeror's response will be considered non-responsive.
- d) Offeror Acknowledgment: By submitting and signing a response to an ACF, the Offeror acknowledges each of the following:
- i. The Identified User has the right but is not obliged to:
 1. Seek clarification or verify any or all information provided by the Offeror with respect to the ACF, either independently or by making a request of the Offeror. Where requested the Offeror will respond to the clarification within two working days of a request by Canada or such longer period as is specified in writing;
 2. Contact any or all of the references supplied, at the sole cost of the Offeror, to validate any information or data submitted by the Offeror. The reference will have a minimum of two working days or a longer period as specified in writing to provide the requested information to the Identified User. Wherever information provided by a reference differs from the information supplied by the Offeror, the information supplied by the reference will be the information taken as accurate.

In respect of (1) or (2) above, if the Offeror does not provide the required information within the time limit requested, Canada may either allow additional time for the response or consider the response not acceptable and proceed with the issuance of the ACF Form to another Offeror or Offerors in accordance with the Offeror Selection Methodology.
 - ii. Canada will not delay the issuance of any Call-up to allow Offerors to obtain the required security clearance. It is the responsibility of Offerors to ensure that all information required concerning the security clearance necessary to fulfill the Call-up is provided in its response to the ACF.

7.7.5 Assessment of Proposed Resources

The qualifications and experience of the proposed resource(s) will be assessed against the requirements set out in section 2.0 of Annex A, Statement of Work. The Identified User may request proof of successful completion of formal training, as well as reference information. Canada reserves the right to request references from an Offeror to conduct a reference check to verify the accuracy of the information provided. Should the reference(s) not confirm the required qualifications of the proposed resource(s) to perform the required services, Canada may consider the response not acceptable and proceed with the issuance of the ACF to another Offeror or Offerors in accordance with the Offeror Selection Methodology.

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

Where the Offeror is requested to provide information about the education or proof about the education of the proposed individual, the individual must have obtained its education from a recognized Canadian university, or college or high school, or the equivalent as established by a recognized Canadian academic credentials assessment service, if obtained outside Canada. The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website (<http://www.cicic.ca/2/home.canada>).

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

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 (<http://publiservice-app.pwgsc.gc.ca/forms/pdf/942.pdf>) or electronic document.

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 2005 (2015-09-03), General Conditions - Standing Offers - Goods or Services;
- d) the 2035 (2015-07-03), General Conditions - Higher Complexity – Services;
- e) the 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Security Requirements Check List;
- i) 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. Certifications are subject to verification by Canada during the entire period of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. 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.

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 the province of Quebec, Canada.

7.13 Conditions of Holding a Standing Offer

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

7.14 Administration of Standing Offer

- a) PWGSC may require an Offeror to confirm its qualification at any time. For example, the Standing Offer Authority may require an Offeror to provide evidence that:
 - i. The insurance it carries continues to meet the requirements of RFSO EN578-161617/A;
 - ii. It continues to hold the necessary security clearance;
 - iii. It continues to have the financial capability;
 - iv. It continues to have the technical ability and experience required to deliver the Services for which it is qualified;
 - v. The JV membership remains as stated in the Standing Offer.
- b) If the Offeror no longer meets any of the requirements for qualification, or within 10 working days of a request by the Standing Offer Authority is unwilling or unable to provide evidence acceptable to the Standing Offer Authority that it continues to meet any such requirements, Canada may, at its discretion:

- i. Suspend authority for the use of the Standing Offer until the Offeror has demonstrated, to the satisfaction of Canada that it meets the requirements in respect of which it has been found deficient. During this time, no call-ups will be made under the Standing Offer;
- ii. Suspend authority for the use of specific regions and/or metropolitan areas of the Standing Offer until the Offeror has demonstrated, to the satisfaction of Canada that it meets the requirements in respect of which it has been found deficient. During this time, no Call-ups will be made under the Standing Offer for those regions and/or metropolitan areas; or
- iii. Set-aside of the Standing Offer for its remaining period and in its entirety.

7.15 Vendor Performance

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

7.16 Aboriginal Business Certification (if applicable)

- a) The Offeror warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/9#section-9.40>);

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

7.17 Delivery Requirements Within a CLCA Area

The Standing Offer and any contract resulting from the Standing Offer is not to be used for deliveries within a Comprehensive Land Claim Agreement (CLCA) area. All requirements for delivery within a CLCA area are to be submitted to PWGSC for individual processing.

7.18 Environmental Considerations

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

7.18.1 Environmental Properties Behaviour Recommended

Where possible, Canada and the Offeror should:

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

7.19 Travel and Living

The Travel and Living expenses are calculated differently between the Regions and Metropolitan Areas and this may affect the total cost of a Standing Offer requirement. Accordingly, if any Call-up permits payment to an Offeror in its basis of payment for Travel and Living expenses, such expense will only be reimbursed in accordance with the information provided on the Standing Offer Travel and Living Information web page (<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/rfdso-sotli-eng.html>) available on the Centralized Professional ePortal website (<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html>).

Solicitation No. - N° de l'invitation

EN578-161617/A

Amd. No. - N° de la modif.

File No. - N° du dossier

113zh.EN578-161617

Buyer ID - Id de l'acheteur

113zh

CCC No./N° CCC - FMS No./N° VME

7.20 Regions and Metropolitan Areas

The document titled "Definitions of the Remote/Virtual Zone (formerly known as the National Zone), Regions and Metropolitan Areas" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzmra-eng.html>) are incorporated by reference into this standing offer, these definitions exclude any location subject to the CLCAs.

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.

- a) 2035 (2015-07-03), General Conditions - Higher Complexity – Services: section 17, Interest on Overdue Accounts, will not apply to payments made by credit cards.

7.2.2 Supplemental General Conditions

4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Delivery Date

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

7.4 Payment

7.4.1 Basis of Payment

The Contractor will be paid in accordance with the Basis of Payment at Annex B, for Work performed under the call-up against the Standing Offer, less the following discounts and in accordance with the terms and conditions listed herein:

- For each belt level, 5 or more participants: 10% discount/participant

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

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

The Contractor understands and agrees that failure to honour the prices, terms and conditions for the period of the Standing Offer may result in the suspension and/or setting aside of the Standing Offer.

7.4.2 Limitation of Expenditure

- a) The Contractor will be paid for Work performed under each approved call-up, in accordance with the Basis of Payment at Annex B of the Standing Offer; and
- b) Canada's total liability to the Contractor under any resultant Call-up will not exceed the Total Price specified in the Call-up.

7.4.3 Method of Payment

- a) H1000C (2008-05-12) Single Payment *or*
- b) H1008C (2008-05-12) Monthly Payment

7.4.4 SACC Manual Clauses

- a) C0705C (2010-01-11), Discretionary Audit
- b) C2000C (2007-11-30), Taxes- Foreign Based Contractors
- c) A9117C (2007-11-30), T1204-Direct Request

7.4.5 Payment Credits

- a) If the Contractor does not provide a required professional services resource that has all the required qualifications to deliver the training courses under the authorized call-up instrument, the Contractor must credit to Canada a flat rate of \$2,500.00 for administrative expenses, including all travel expenses if applicable, incurred by Canada for the purpose of the course;
- b) Credits Apply during Entire Contract Period: The Parties agree that the credits apply throughout the Contract Period;
- c) 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;
- d) 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;
- e) 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;
- f) 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.

7.4.6 Payment by Credit Card (if applicable)

The following credit card is accepted: *To be identified at time of issuance*

OR

The following credit cards are accepted: *To be identified at time of issuance*

7.5 Invoicing Instructions

- a) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed;
- b) Each invoice must be supported, as applicable, by:
 - i. the call-up number;
 - ii. a copy of the release document and any other documents as specified in the call-up; and
 - iii. a copy of the invoices, receipts and all travel and living expenses.
- c) The original and one copy must be forwarded to the Identified User identified in the call-up for certification and payment.

7.6 Insurance

G1005C (2008-05-12), Insurance

7.7 SACC Manual Clauses

- a) A9062C (2011-05-16), Site Regulations
- b) A9068C (2010-01-11), Site Regulations
- c) A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)
- d) A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)
- e) A9006C (2012-07-16), Defence Contract

7.8 Reorganization of Identified User

The Contractor's obligation to perform the Work will not be affected by, and no additional fees will be payable as a result of, the renaming, reorganization, reconfiguration, or restructuring of the Identified User(s). For greater certainty, the reorganization, reconfiguration and restructuring of the Identified User includes the privatization of the Identified User, its merger with another entity, and its dissolution, where that dissolution is followed by the creation of another entity or entities with similar mandates to the original Identified User.

7.9 Closure of Government Offices

Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

ANNEX A

STATEMENT OF WORK

1.0 Scope

To provide Lean Six Sigma training to any federal government department/agency and Crown Corporation across Canada in both of Canada's official languages.

1.1 Objective

The Contractor must provide training courses that include Instructors, manuals and materials to federal government employees who request classroom or online training for Lean Six Sigma at a designated belt level (white, yellow, green, black, master black). Obtaining a designated belt level will enable federal government employees to gain insight on how to integrate Lean Six Sigma tools and methodology into their work processes. The training should also enable federal government employees to look for opportunities to achieve operational excellence using Lean Six Sigma methodology.

Excellence is the goal of the Public Service in the design of their programs and services. In this modern workforce, the federal government is continually evolving and Lean Six Sigma methodology will help increase efficiencies by eliminating waste and reducing time in work processes. It will also help organizations drive their business performance by improving and streamlining end-to-end processes. With the elimination of waste, reduction of costs, streamlining process flows, and improvement of productivity and efficiencies, will lead to significant improvements in customer satisfaction.

Lean Six Sigma training for any of the designated belts identified in section 1.3 below must cover the concepts and methodologies required for individuals to obtain certification for any of these designated "belts".

1.2 Background

Six Sigma is a disciplined, data-driven approach and methodology for eliminating defects in any business process. Six Sigma methodology involves a strategic initiative, with a primary focus on improvement. It is considered a systematic approach towards quality improvements.

The fundamental objective of the Six Sigma methodology focuses on process improvement and variation reduction and accomplished through the use of one or two Six Sigma sub-methodologies: Define, Measure, Analyze, Improve, Control (DMAIC) and Define, Measure, Analyze, Design, Verify (DMADV).

The Six Sigma DMAIC process is used to improve existing processes that fall below specification. The Six Sigma DMADV process is used to develop new processes or products at Six Sigma quality levels. It can also be employed if a current process requires more than just incremental improvement.

1.3 Belt Levels

White Belt

White Belt training will cover the basic principles and vocabulary of Lean Six Sigma. There is no final exam or project requirement for White Belt. The training is used to assist change management.

Yellow Belt

Training will cover the most basic concepts and language of Lean Six Sigma, with an overview of the DMAIC process. Participants will learn to use data in problem solving scenarios. At the end of the course, there will be an exam for individuals to receive certification with "yellow belt".

Green Belt

Green Belt training will cover aspects of DMAIC. Participants will learn how to use standard principles of Lean and understand how to use Six Sigma tools to analyze statistical data and problem-solving techniques with a team. After completion of the course, participants may be able to lead simple projects under the guidance of a Black Belt. Also, there will be an exam for individuals to receive certification with "green belt".

Black Belt

Black Belt training will cover all phases of DMAIC. Training includes instructions on how to use statistical data analysis to implement Lean Six Sigma successfully with projects. Participants will develop superior problem solving skills that can be applied to work situations and project management. Once certified, Black Belts will be able to conduct Lean Six Sigma training and can coach other belt levels.

Master Black Belt

Master Black Belt training will include how individuals can be coached/trained to teach Black and Green Belts. Master Black Belt training is available to those that are Black Belt Certified. Further training will be provided on how to successfully implement DMAIC analysis and develop abilities to coach others on more complex statistical methods.

2.0 Resources

Proposed Instructor(s) providing the Lean Six Sigma training must be certified at a designated black belt level.

At the time of a call-up request, proposed Instructor(s) providing the Lean Six Sigma training must have delivered at least three training sessions on Lean Six Sigma within the last four years.

Proposed Instructor(s) providing the Lean Six Sigma training for bilingual or French training requirements, must be fully fluent in both of Canada's Official Languages (English and French) when requested by the client department/agency/Crown Corporation to provide bilingual or French training.

3.0 Training Manuals and Materials

All training manuals and materials must be the most up to date version and available electronically or in hard copy as requested by the client department/agency/Crown Corporation.

Lean Six Sigma training manuals and materials must be available online 24/7 for individuals who want to obtain their certification(s) online as opposed to classroom training.

Lean Six Sigma training manuals and materials must be available in French and/or English as requested by the client department/agency/Crown Corporation.

4.0 Requirements

The Contractor must be capable of providing training for any of the following requirements:

- Classroom training for individuals who are from a department/agency that does not have enough individuals to form a group, however, will take their training with other groups;
- Classroom training for small groups (2-5 participants);
- Classroom training for midsize groups (6-10 participants);
- Classroom training for large groups (11-20 participants); or
- Online training for individuals with online training materials and manuals available 24/7 (any day and any time).

4.1 For training at the Contractor's place of business/facility:

- a) The Contractor must provide the training accessible to participants with physical disabilities. The Contractor must make every reasonable effort to accommodate participants with physical disabilities;
- b) The Contractor's place of business/facility must have an area for coffee breaks and lunch. The room must have sufficient space to permit all students to sit at tables for breaks and lunch. As a minimum, the participants must have access to a refrigerator, a microwave and drinking water when attending the course.

OR

The Contractor's place of business/facility must be within walking distance of at least one restaurant, cafeteria, convenience store, mini-market or any other establishments that offer beverages, sandwiches or prepackaged food.

- c) The Contractor must maintain their place of business/facility by:
 - i. Washing and disinfecting all washrooms, floors, walls and fixtures, in accordance with Department of Health Regulations;
 - ii. Replenish paper towels, toilet tissue and soap containers in all washrooms;
 - iii. Emptying all waste baskets in the classroom, common rest areas and all washrooms;
- d) The participants must have access to a telephone for local calls, at no charge. The place of business/facility must have a telephone number allowing to reach, on urgent basis, the Instructor or any participant attending the course. The Contractor must ensure that this telephone is answered during training hours.

4.2 For classroom training at the client department/agency/Crown Corporation site, the client will:

- a) Confirm course date(s) and Instructor's availability;
- b) Resolve any problems or concerns prior to the start of each course;
- c) Confirm participant's registration;
- d) Provide the training facility and equipment. Before each course starts, prepare the room and ensure the equipment is installed, connected and ready for the Instructor's use;
- e) Make the necessary arrangements to provide Instructor(s) with access to the building and/or classroom; and
- f) Notify the Contractor and the participants in writing by email of any change in the location or if the course is rescheduled or cancelled.

4.3 Online training must be highly interactive, web-based courses that have the flexibility to what, where and when to learn.

- a) The Contractor must have a website accessible to client department/agency/Crown Corporation. As a minimum, the website must contain a training calendar;
- b) The website must be available in both of Canada's official languages (English and French) in the Region of Quebec and New Brunswick; and in the following Metropolitan Areas: Montreal, Quebec City, National Capital and Moncton;
- c) The website must be free of errors. The French and English version of the website must be consistent. For the purpose of this requirement, errors include, as a minimum, the following:

- i. Accuracy including mistranslation, illogical rendering, lack of clarity and improper use of terminology;
- ii. 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);
- iii. 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;
 - Official Titles and Terminology including incorrect use of official titles, acronyms, terminology, client's usage and lack of consistency.
 - Formatting including problems with layout, alignment of paragraphs and titles consistency, incorrect hypertext links and version that does not reproduce the same formatting of tables and charts.

5.0 Location

Lean Six Sigma classroom training can take place either at the Contractor's place of business/facility or at the client department/agency/Crown Corporation site.

6.0 Tasks and Deliverables

6.1 The Contractor must:

- a) Deliver the course(s) in French or English, as specified in the resulting call-up;
- b) Send a registration confirmation by email to all participants identified in the resulting call-up. If the course is rescheduled or cancelled, the Contractor must send a notice or an updated confirmation by email to all participants;
- c) Report any problems immediately to the client department/agency/Crown Corporation; and
- d) Provide the signed attendance list of participants to the client department/agency/Crown Corporation specified in the call-up within two working days following the course by facsimile or as attachment by email.

6.2 For classroom training, the Instructor must:

- a) Provide all instructions, materials, training aids and text books, name cards, pens, writing paper and flip chart, as required to each participant;
- d) Provide administrative briefing to participants at the beginning of the course outlining the location of fire exits, washrooms, lunchrooms, restaurant facilities, telephone access and course outlines; and
- e) Ensure the attendance list has been signed by all participants before the end of the course.

ANNEX B

BASIS OF PAYMENT

1.0 The Contractor will be paid as specified below, for Work performed in accordance with the Contract. Customs duties are included and the applicable taxes are extra.

1.1 The Contractor will be paid a firm all inclusive price per participant as follows:

| Belt Level | Firm All Inclusive Price per Participant | |
|--------------|--|-------------------|
| | Region | Metropolitan Area |
| White | \$ | \$ |
| Yellow | \$ | \$ |
| Green | \$ | \$ |
| Black | \$ | \$ |
| Master Black | \$ | \$ |

2.0 Course Cancellation

For the cancellation or rescheduling of courses:

- a) Canada may cancel or reschedule a scheduled course without incurring a fee by giving a written notice to the Contractor by e-mail at least 10 calendar days prior to the delivery date;
- b) In the event that Canada cancels a course between four to nine calendar days prior to the delivery date, the Contractor will be paid 25% of the price per course in accordance with Annex B, Basis of Payment;
- c) In the event that Canada cancels a course three or fewer calendar days prior to the delivery date, the Contractor will be paid 50% of the price per course in accordance with Annex B, Basis of Payment;
- d) In the event that Canada cancels or reschedules a scheduled course on the day of or during the course, the Contractor will be paid the price per course in accordance with Annex B, Basis of Payment;
- e) In the event that, due to the unavailability of the Contractor's resource, Canada cancels or reschedules a scheduled course on the day of or during the delivery, the Contractor will reimburse Canada in accordance with clause 7.6.5 Payment Credits in Part 7B, Resulting Contract Clauses; and
- f) If the Contracting Authority has to cancel due to an unforeseeable or uncontrollable event (such as a strike, a virus attack, a pandemic, a power or a technical failure, etc.) no charge will be applied regardless of when the notice was given to the Contractor.

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113zh

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20161617

CCC No./N° CCC - FMS No./N° VME

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

The list and details of the common Security Requirement Checklists (SRCLs) for professional services are available on the Centralized Professional Services ePortal website (<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html>).

ANNEX D

**AVAILABILITY CONFIRMATION FORM
FOR
CALL-UPS AGAINST A STANDING OFFER
FOR
LEAN SIX SIGMA TRAINING**

This Availability Confirmation Form (ACF) constitutes an Offeror's Response, when completed by an Offeror and provided to the Identified User listed below. All terms and conditions of the Offeror's Standing Offer apply and are incorporated by reference into this ACF.

| | |
|---|---|
| Date of Issuance: [YYYY-MM-DD] | Identified User, also called the Client: [Canada will insert the Identified User] |
| ACF Form No (Optional): _____ | Identified User Reference No.: _____ |
| This requirement is set-aside for Aboriginal suppliers only | [] Yes [] No |
| This requirement is subject to Defence Production | [] Yes [] No |

| GENERAL INFORMATION | |
|--|--|
| 1. Response Requirements | |
| a. Response Due Date Offeror's Response to this ACF must be received by the Identified User identified at Block 1b no later than: Insert time [AM/PM] [insert Time Zone] of the following date: [YYYY-MM-DD] | b. The Response and any enquiry must <u>only</u> be directed to: i. Name of Identified User: [insert name] ii. Address: [insert address] iii. Telephone No: [xxx-xxx-xxxx] iv. Fax: [xxx-xxx-xxxx] v. Email: [xxxxxxx@xxxx.xxxx.xxx] vi. Response is to be sent by: [] Hardcopy [] Softcopy |

| B REQUIREMENT SUMMARY | | | | |
|---|----------------------|--|------------------------|--------------|
| 1. Statement of Work (SOW) | | | | |
| [] Online Training [] Classroom Training Client Support [Canada will insert details for classroom training at the Identified User's site] | | | | |
| 2. Payments | | | | |
| 2a. Method of Payment | | | | |
| [] Single Payment [] Monthly Payment | | | | |
| 2b. Pre Authorized Travel and Living Expenses | | | | |
| [] Canada will reimburse [] Canada will not reimburse | | | | |
| 3. Contract Period | From: | [YYYY-MM-DD] | To: | [YYYY-MM-DD] |
| 4. Lean Six Sigma Belt Level(s) Required in accordance with the Annex A of the Standing Offer | | | | |
| Belt Level | Course Delivery Date | Language Requirement [if bilingual is required, both will be checked off] | Number of Participants | |
| [Name of Belt Level will be inserted] | | [] English [] French | | |
| [Rows will be inserted as required] | | [] English [] French | | |

| | |
|---|--|
| 5. Location | <input type="checkbox"/> Offeror's place of business or <input type="checkbox"/> facility <input type="checkbox"/> Identified User's site [Canada will insert the location] |
| 6. Indicate Region or Metropolitan Area | [Canada will insert Region(s) or Metropolitan Area(s)] |
| 7. Travel Requirements | |
| 8. Security Requirement | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Common Professional Services (PS) SRCL applies | Common PS SRCL # [Canada will select between 1 and 31] as defined by http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html is being used for this requirement. This SRCL requirement must be met before a call-up is issued. |

| | | | | |
|---|---------------------------|------------------------|--|--------------------|
| C OFFEROR'S RESPONSE INFORMATION [This section must be filled for every Offeror's Response] | | | | |
| 1. Offeror's signature and contact information: | | | | |
| Name of Offeror: _____ | | | | |
| Name of Authorized Signatory of Offeror _____ | | | | |
| Title of Authorized Signatory of Offeror _____ | | | | |
| Signature of Offeror _____ | | | | |
| Date of Signature of Offeror _____ | | | | |
| 2. Certification: Education and Experience | | | | |
| By providing a response to this ACF, the Offeror certifies that all the information provided and supporting material submitted with its response, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual proposed by the Offeror for the requirement is capable of performing the Work described in the resulting contract. | | | | |
| 3. Where indicated as such below, it is mandatory that the following information be provided by the Offeror for each proposed resource [Attach extra sheets as necessary]: | | | | |
| Security Information: [Offeror to insert data] | | | | |
| Name of individual as it appears on security clearance application form - MANDATORY | | | | |
| Date of birth – OPTIONAL | | | | |
| Level of security clearance obtained – MANDATORY | | | | |
| Validity period of security clearance obtained – MANDATORY | | | | |
| Security Screening Certificate and Briefing Form file number – MANDATORY | | | | |
| Name of the entity under which the security clearance was obtained – MANDATORY | | | | |
| If the security clearance is in the process, the date the application was submitted to CISD with the level of security clearance requested. – OPTIONAL | | | | |
| 4. The Offeror's resources for this requirement are as follows: [Rows will be inserted as required] [Canada will remove the tables that are not applicable] | | | | |
| A | B | C | D | E |
| Belt Level | Name of Proposed Resource | Number of Participants | Firm All Inclusive Price per Participant | Total Cost (D x E) |
| | | | \$ | \$ |
| Estimated Cost (Applicable Taxes excluded) | | | | \$ |
| If 5 or more participants for each belt level, less 10% discount/participant (Applicable taxes excluded) | | | | \$ |
| Total Estimated Cost (Applicable Taxes excluded) | | | | \$ |
| 5. The Offeror's estimate for travel and living expenses are as follows: (if pre authorized above) [Offeror to insert the total estimate for travel and living expenses including a breakdown of these expenses in accordance with the information provided on the Standing Offer Travel and Living Information web page (http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/rfdso-sotli-eng.html)] | | | | |

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ANNEX E

ANNUAL USAGE REPORT

See attached.



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

Lean Six Sigma Training Standing Offer

| Reporting Period | | Standing Offer Number | | Total Utilization Value for the Period | | |
|------------------|--|-----------------------|--|--|----------|---|
| | | EN578-161617/XXX/ZH | | \$0.00 | | |
| Call-up Number | Contract Number (if different from Call-up Number) | Amendment Number | Contract or Amendment Issuance Date (MM-DD-YYYY) | Identified User (Client) | Location | Total Contract or Amendment Value (Applicable Taxes excluded) |
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