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This Request for Standing Offers (RFSO) cancels and supersedes previous Request for Proposal (RFP) number EN438-170040/A dated July 11, 2016 with a closing of August 22, 2016 at 2:00 p.m. Eastern Daylight Time.

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Real Property Branch of Public Works and Government Services Canada (PWGSC) requires the services of an Offeror to update, design, develop and deliver the existing Environmental Training Program in order to address emerging needs and reflect the current Regulations, Acts and Policies.

The period for making call-ups against the Standing Offer is from date of issuance to March 31, 2018 with an irrevocable option to extend the term of the Standing Offer by up to three additional one-year periods.

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 is no security requirement applicable to the Standing Offer.

The RFSO is to establish a National Individual Standing Offers (NISO) for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers

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### **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 (2016-04-04), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/20>) 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: 90 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.

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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 the province of Quebec, Canada.

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 and rates 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 and rates 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.

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

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### **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.

Offerors should complete and sign 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.

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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) An offer must comply with the requirements of the RFSO to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

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**ATTACHMENT 1 TO PART 4  
TECHNICAL CRITERIA**

**1. Mandatory Technical Criteria**

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

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

Number	Mandatory Technical Criterion
MT1	<p>The Offeror must have experience delivering environmental training as described in Appendix 1 to Annex A, Statement of Work (SOW) to at least two different outside clients in both of Canada's official languages within the last six years prior to the RFSO 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"><li>a) The name of the client;</li><li>b) Start and end date (day/month/year to day/month/year);</li><li>c) The name of the course(s) delivered, a description of the course objective and course content;</li><li>d) Duration of each course in days; and</li><li>e) The official language each course was delivered in.</li></ul>
MT2	<p>The Offeror must have experience updating, designing and developing training materials as described in section 6.1 of the SOW for an outside client within the last five years prior to the RFSO publication date.</p> <p>To demonstrate experience, the Offeror must provide:</p> <ul style="list-style-type: none"><li>a) Start and end date (month/year to month/year); and</li><li>b) Details of their experience updating, designing, and developing training materials.</li></ul>

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## **PART 5 – CERTIFICATIONS**

Offerors must provide the required certifications and additional information 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 and sign their certifications required under Part 5 by using the Attachment 2 to Part 3 - Certifications.pdf form.

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **6A. STANDING OFFER**

#### **6.1 Offer**

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

#### **6.2 Security Requirements**

There is no security requirement applicable to the Standing Offer.

#### **6.3 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 Public Works and Government Services Canada (PWGSC).

##### **6.3.1 General Conditions**

2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **6.3.2 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 D 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.

#### **6.4 Term of Standing Offer**

##### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of issuance to March 31, 2018.

##### **6.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three period(s) of one-year each, under the same conditions and at the rates or prices 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.

### **6.4.3 Comprehensive Land Claims Agreements**

The Standing Offer is for the delivery of the requirement detailed in the Standing Offer to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

## **6.5 Authorities**

### **6.5.1 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: 873-469-3941  
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.

### **6.5.2 Project Authority**

The Project Authority for the Standing Offer is identified in the Call-up against the Standing Offer.

The Project Authority is the representative of the Identified User for whom the Work will be carried out pursuant to a Call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### **6.5.3 Offeror's Representative**

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

## 6.6 Identified User

The Identified User authorized to make call-ups against the Standing Offer is the Real Property Branch, PWGSC or authorized delegates on behalf of the Real Property Branch, PWGSC.

## 6.7 Call-up Procedures

### 6.7.1 Contents of the ACF

Each Availability Confirmation Form (ACF), Annex C, will identify the requirements of the Identified User's requirement, including:

- a) The course and/or to update/design/develop the course content;
- b) Estimated number;
- c) Delivery date(s);
- d) The location;
- e) The language
- f) Travel and living requirements (if applicable);
- g) The contact information for the Project Authority; and
- h) 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.

### 6.7.2 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 along with the proposed resource's qualifications (experience, education, certifications - as applicable) in accordance with section 10.0 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 Project Authority 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 Project Authority; 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 Project Authority. During the assessment of the proposed resource, the Offeror must upon the request of the Project Authority 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 Project Authority 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 Project Authority. 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.

### 6.7.3 Assessment of Proposed Resources

The qualifications and experience of the proposed resource(s) will be assessed against the requirements set out in section 10.0 of Annex A, Statement of Work. The Project Authority 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.

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.

### 6.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User using form PWGSC-TPSGC 942, Call-up Against a Standing Offer (<http://publiservice-app.pwgsc.gc.ca/forms/pdf/942.pdf>) or electronic document.

## **6.9 Limitation of Call-ups**

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

## **6.10 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 (2016-04-04), General Conditions - Standing Offers - Goods or Services;
- d) the 2035 (2016-04-04), General Conditions - Higher Complexity – Services;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, ACF; and
- h) the Offeror's offer dated *insert date of offer*.

## **6.11 Certifications**

### **6.11.1 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.

## **6.12 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.

## **6B. 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.

### **6.1 Statement of Work**

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

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Section 17 of 2035 General Conditions - Higher Complexity – Services, will not apply to payments made by credit cards.

### **6.3 Term of Contract**

#### **6.3.1 Delivery Date**

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

### **6.4 Payment**

#### **6.4.1 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.

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 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.

#### **6.4.2 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.

#### **6.4.3 Method of Payment**

H1000C (2008-05-12) Single Payment

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#### 6.4.4 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

#### 6.4.5 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.

#### 6.4.6 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s): *To be identified at time of issuance*

- a) Visa Acquisition Card;
- b) MasterCard Acquisition Card;
- c) Direct Deposit (Domestic and International);
- d) Electronic Data Interchange (EDI);
- e) Wire Transfer (International Only);
- f) Large Value Transfer System (LVTS) (Over \$25M).

## **6.5 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 Project Authority identified in the call-up for certification and payment.

## **6.6 Insurance**

G1005C (2008-05-12), Insurance

## **6.7 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)

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## ANNEX A

### STATEMENT OF WORK

#### 1.0 OBJECTIVES

Environmental compliance-based training is a key component of the Department's Environmental Compliance Management Program (ECMP). The purpose of this training program is to reflect and formalize the Real Property Branch (RPB) commitment as well as the Public Works and Government Services Canada (PWGSC) environmental Policy 074. The courses outlined in the Program are mandatory for targeted staff and attendance must be reported as part of the ECMP.

This Statement of Work addresses the requirements of consistent delivery for this mandatory training to RPB staff. In addition, as part of the nature of the subject matter, there is a requirement for frequent updates to materials to align with changes to legislation.

The objective of this Statement of Work is to update, design, develop and deliver environmental compliance training to targeted RPB staff as required.

#### 2.0 APPLICABLE DOCUMENTS/BACKGROUND

PWGSC is responsible for ensuring compliance with applicable federal environmental legislation. The following documents including any amendments, form part of this Statement of Work to the extent specified herein and are supportive of the Statement of Work:

- Canadian Environmental Assessment Act (CEAA) (<http://laws-lois.justice.gc.ca/eng/acts/c-15.21/index.html>);
- Canadian Environmental Protection Act (<http://www.ec.gc.ca/lcpe-cepa/default.asp?lang=En&n=26A03BFA-1>);
- Fisheries Act (<http://laws-lois.justice.gc.ca/eng/acts/f-14/>);
- Species at Risk Act (<http://laws-lois.justice.gc.ca/eng/acts/S-15.3/>);
- Pest Control Products Act (<http://laws-lois.justice.gc.ca/eng/acts/P-9.01/>);
- Transportation of Dangerous Goods (<http://www.tc.gc.ca/eng/tdg/clear-tofc-211.htm>);
- Canada Labour Code (<http://laws.justice.gc.ca/en/L-2/>);
- National Building Code ([http://www.nrc-cnrc.gc.ca/eng/publications/codes\\_centre/2015\\_national\\_building\\_code.html](http://www.nrc-cnrc.gc.ca/eng/publications/codes_centre/2015_national_building_code.html));
- National Fire Code ([http://www.nrc-cnrc.gc.ca/eng/publications/codes\\_centre/2015\\_national\\_fire\\_code.html](http://www.nrc-cnrc.gc.ca/eng/publications/codes_centre/2015_national_fire_code.html)); and
- Departmental Policy 074: PWGSC Environmental Policy takes into account provincial, territorial and municipal regulatory requirements where applicable. A copy of this policy will be provided to the Contractor within 10 calendar days after the issuance of the Standing Offer (SO) Contract award;
- Appendix 1 to Annex A, Course Description and Outline; and
- Appendix 2 to Annex A, Course Evaluation Form.

The ECMP has been developed as a means to demonstrate due diligence towards environmental compliance within all PWGSC-crown managed or lease-purchase buildings. The Program integrates four key components:

- Implementation of the Due Diligence Review (DDR) process;
- Provide appropriate training and to develop a communication strategy;
- Track and report on compliance elements; and
- Leverage Best Practices. (e.g. BOMA BEST and LEED will be used to assess non-regulatory issues.)

### 3.0 SCOPE OF WORK

RPB of PWGSC requires the services of a Contractor to update, design, develop and deliver the existing Environmental Training program in order to address emerging needs and reflect the current Regulations, Acts and Policies.

The Program consists of nine courses entitled:

- a) Environmental Responsibilities and Liabilities (2 days);
- b) Environmental Responsibilities and Liabilities Refresher (½ day);
- f) Federal Halocarbon Regulations (½ day and/or 1 day);
- d) Introduction to Environmental Assessment (½ day);
- g) PCB Awareness (½ day);
- h) Storage Tanks Awareness (½ day);
- i) Contaminated Sites Training (½ day and/or 1 day).

The Contractor must deliver these courses in both of Canada's official languages, English and French. A brief description of each course is available in Appendix 1 to Annex A.

### 4.0 ESTIMATED NUMBER OF SESSIONS PER COURSE

The Contractor understands and agrees that the annual estimated number of courses identified in the table below for the National Capital Region (NCR) does not constitute a Contractor guarantee.

If a course is more than one day in duration, the course may be delivered over consecutive or nonconsecutive days. Each course will have a minimum of 10 participants and a maximum of 25 participants. An exception to the minimum number of participants is to be made for the delivery of courses in French.

Course	Standing Offer Period Date of Issuance to March 31, 2018	Option Period 1 April 1, 2018 to March 31, 2019	Option Period 2 April 1, 2019 to March 31, 2020	Option Period 3 April 1, 2020 to March 31, 2021
Environmental Responsibilities & Liabilities (2 days)	18 English 12 French	9 English 6 French	9 English 6 French	9 English 6 French
Environmental Responsibilities & Liabilities Refresher (½ day)	16 English 12 French	9 English 6 French	9 English 6 French	7 English 4 French
Federal Halocarbon Regulations (1 day)	6 English 3 French	2 English 1 French	5 English 2 French	4 English 2 French
Federal Halocarbon Regulations (½ day)	10 English 7 French	6 English 4 French	4 English 2 French	4 English 2 French
Introduction to Environmental Assessment (½ day)	6 English 3 French	2 English 1 French	2 English 1 French	2 English 1 French
PCB Awareness (½ day)	12 English 8 French	6 English 4 French	6 English 4 French	6 English 4 French
Storage Tanks Awareness (½ day)	12 English 8 French	6 English 4 French	6 English 4 French	6 English 4 French
Contaminated Sites Training (½ day)	6 English 4 French	6 English 4 French	6 English 4 French	6 English 4 French
Contaminated Sites Training (1 day)	6 English 4 French	6 English 4 French	6 English 4 French	6 English 4 French

## 5.0 ESTIMATED NUMBER OF HOURS PER COURSE FOR UPDATE, DESIGN AND DEVELOPMENT

The estimated numbers of hours below is an estimate to update/design/develop the course content including presentation(s), exercise(s), case studies and participants manual; and does not constitute a Contractor guarantee. Request(s) to update/design/develop the course content will be specified in a call-up.

Course	Standing Offer Period Date of Issuance to March 31, 2018	Option Period 1 April 1, 2018 to March 31, 2019	Option Period 2 April 1, 2019 to March 31, 2020	Option Period 3 April 1, 2020 to March 31, 2021
Environmental Responsibilities & Liabilities (2 days)	7	3.5	5.5	3.5
Environmental Responsibilities & Liabilities Refresher (½ day)	6	2.5	3.5	2.5
Federal Halocarbon Regulations (1 day)	5	2.5	3.5	2.5
Federal Halocarbon Regulations (½ day)	4	2.5	3.5	2.5
Introduction to Environmental Assessment (½ day)	7	3.5	2.5	3.5
PCB Awareness (½ day)	12	3.5	2.5	3.5
Storage Tanks Awareness (½ day)	12	3.5	2.5	3.5
Contaminated Sites Training (½ day)	12	12	12	12
Contaminated Sites Training (1 day)	12	12	12	12

## 6.0 TASKS/TECHNICAL SPECIFICATIONS

### 6.1 Update, Design and Development of Course Content

The Contractor must:

- Attend a kick-off meeting within one week (five working days) after the issuance of the SO or at the request of the Project Authority;
- Design and develop the required course content to ensure compliancy with the Environmental Regulations, Acts and Policies;
- Revise the course content within 10 working days of policy Regulations, Acts and Policies changes and integrate these changes in the exercises and case studies;
- Ensure the relevancy of the case studies and exercises by including recent issues in the environmental scene (e.g. warning letters);
- Revise and update course content, presentation, exercises and case studies in English based on policy procedures and guideline changes related to the ECMP;
- Review and proceed with the updates of the course content in keeping with the existing presentations, objectives and outlines identified in Appendix 1 to Annex A;
- Adjust the course content to meet learner's needs;

- Provide the revised and updated course presentation, exercises and case studies to the Project Authority for approval;
- Incorporate possible recommendations made by participants in course evaluations through consultation with the Project Authority and the PWGSC Project Team; and
- Ensure all communications is done through the Project Authority or PWGSC Project team.

## 6.2 Course Delivery and Logistics

The Contractor must:

- Attend meetings with the PWGSC Project Team on an ongoing basis;
- Engage the audience and use practical examples that relate to the audience's work environment and experience that will be useful and applicable to the participants when back on the job;
- Maintain a pace that ensures the audience is able to follow and understand the material while staying on schedule;
- Use adult learning techniques and principles such as:
  - The adult is an active learner as oppose to a passive observer;
  - The adult has immediate objectives and needs to apply the learning rapidly after the course;
  - The adult learns easily when they are aware of the content to learn and the methods that will be used;
  - The adult learns best when the learning relates to their life and takes into account their past experience;
  - The adult registered to a training course in order to solve a problem or find possible solutions to different issues;
  - The adult is unique from other learners because of their personal and professional experiences; and
  - The adult when registering to a learning activity is motivated by a goal, and objective, the activity and the anticipated learning;
- Record lessons learned and difficulties encountered by participants from each session and provide an electronic copy to the Project Authority within 10 calendar days of course delivery;
- Provide Instructors for both French and English courses;
- Deliver the courses in either English or French to participants as specified in the call-up; and
- Deliver courses between 8:00-16:00. Instructors must arrive at the training facility at least 30 minutes prior to the starting time of the course. No courses will be delivered on government and provincial statutory holidays.

## 6.3 Course Evaluation

- a) All Instructors will be subject to ongoing evaluation. Participants will be requested to complete an evaluation form, attached as Appendix 2 to Annex A, upon completion of each course; and
- b) The Contractor will be provided the evaluation results and must immediately follow-up with the Instructor as part of ongoing quality assurance process. Instructors must maintain a minimum average of three on the evaluation form attached as Appendix 2 to Annex A. The Project Authority has the right to refuse any Instructor who receives an evaluation rating below the average rate of three. The Contractor must immediately replace the Instructor upon request by the Project Authority.

## 6.4 Review and Approval

- a) The Contractor must submit draft course content, presentation, exercises and case studies in English in Microsoft Word to the Project Authority by e-mail for review and approval;

- 
- b) The Project Authority will review and may request specific modifications to any of the documents;
  - c) The Contractor must modify the documents as per the Project Authority's comments and submit the revised documents to the Project Authority for a subsequent review; and
  - d) The review process described above will apply until the Project Authority approves the final documents.

## 7.0 LOCATION OF TRAINING/TRAVEL

These courses will mainly be delivered in the NCR with a possibility of delivery in the following Regions: Atlantic, Western, Ontario, Quebec or Pacific. Instructors may be required to travel to locations throughout Canada as specified in the call-up.

## 8.0 RPB/CLIENT SUPPORT

- Provide access to a PWGSC subject matter experts and a learning expert;
- Attend preliminary meetings and follow-up meetings with the Contractor;
- Provide the current course outline, objectives and material;
- Create a training calendar including course dates/schedule;
- Reserve appropriate facilities for the delivery of the Program;
- Provide a contact that will arrange the logistical needs (e.g. setup the audio-visual equipment, prepare participants lists, pens, paper, tent cards);
- Provide participants' manuals and any relevant material needed as information to the participants;
- Notify the Contractor of possible guest speakers;
- Gather all course material and participants' evaluations;
- Provide participants with certificate of completion;
- Gather course evaluations and prepare summary reports to be sent to the Contractor as required for review and action;
- Monitor courses when needed by the subject matter expert and the learning expert throughout the SO;
- Review of all changes will be done by the subject matter expert and the learning expert; and
- Obtain French translation of final approved documents.

## 9.0 LANGUAGE REQUIREMENT

The Instructors must be able to teach the courses (read, communicate orally and in writing), in either of Canada's official languages in order to deliver the course in English or French, as required. RPB reserves the right to evaluate the language proficiency of any of the Contractor's Instructors throughout the SO. Should the evaluation of the Contractor's Instructors determine that the Instructor does not meet the language requirement, the Contractor must immediately replace the Instructor at no additional cost to Canada.

For the purposes of this requirement, an Instructor will be considered to speak a language fluently if the Instructor can:

- a) Give detailed explanations and descriptions;
- b) Handle hypothetical questions;
- c) Support an opinion, defend a point of view or justify an action; and
- d) Counsel and give advice.

## 10. INSTRUCTOR QUALIFICATIONS

At the time of call-up, Instructor(s) providing the training must have:

- A bachelor's degree in the field of environmental sciences or training in the field of environmental sciences or formal training in instructional techniques such as Department of National Defence's School of Instructional Technique courses, Public Service courses and/or other training and education programs related to the requirement. Completed means having attended all course(s) in the program and obtained a passing grade in all of the course(s); and
- Delivered at least four different environmental training courses as described in Appendix 1 to Annex A to outside clients in both of Canada's official languages within the last five years prior to the call-up request. Outside client refers to a client that is external to the Contractor's organization. Parent companies, affiliates, and subsidiaries are considered internal.

## 11.0 TIME FRAME

The course calendar will be prepared on a yearly basis and might be subject to change due to organizational requirements. The specific schedule for training dates will be established once the material is reviewed and approved by RPB.

## 12.0 MEETINGS/PROGRESS REVIEW

The Contractor must participate in meetings as follows:

### Kick-off Meeting

- a) A kick-off meeting chaired by the Project Authority will be held with the Contractor within one week (five working days) after the issuance of the SO or at the request of the Project Authority. The time and location of the kick-off meeting will be provided after the issuance of the SO; and
- b) The purpose of the kick-off meeting will be as a minimum to:
  - i. Review the SO and resulting contractual requirements; and
  - ii. Review and clarify, if required, the respective roles and responsibilities of the SO Authority, the Project Authority and of the Contractor to ensure common understanding.

### Progress Review Meeting

- a) Progress review meeting(s) (PRM) may be held at least once per year. Additional PRM's may be held at the discretion of the Project Authority. The purpose of the meetings will be to review and discuss:
  - i. Present and future course requirements;
  - ii. The quality of the courses delivered; and
  - iii. Other issues concerning the SO and resulting contract.

**Appendix 1 to Annex A  
Course Description and Outline**

Course	Course Description	Course Outline
Environmental Responsibilities & Liabilities (2 days)	Environmental compliance-based training is a key component of the Department's Environmental Compliance Management Program and is driven by PWGSC's environmental Policy 074. This two-day course presents the context and expectations of environmental due diligence by reviewing the relevant legislation and policies guiding the federal government's environmental activities. Participants will learn the importance of integrating environmental considerations into daily functions and decision-making processes.	Topics include: <ul style="list-style-type: none"> <li>• Due diligence;</li> <li>• Federal Environmental Legislation;</li> <li>• Provincial and Municipal Legislation;</li> <li>• Liabilities, Inspections and Investigations; and</li> <li>• Sustainable Development Initiatives and Environmental Management Techniques.</li> </ul>
Environmental Responsibilities & Liabilities Refresher (½ day)	This half-day course is a review of the two-day Environmental Responsibilities and Liabilities course.	Topics include, a review of the: <ul style="list-style-type: none"> <li>• Due diligence;</li> <li>• Federal Environmental Legislation;</li> <li>• Environmental Management Systems; and</li> <li>• Sustainable Development Initiatives.</li> </ul>
Federal Halocarbon Regulations (1 day)	This full-day course aims at providing staff responsible for working with halocarbons a better understanding of halocarbon regulations with particular attention to the administrative aspects of the inspection process.	Topics include, a review of the: <ul style="list-style-type: none"> <li>• Federal Halocarbon Regulations;</li> <li>• FHR Prohibitions;</li> <li>• Technical Requirements;</li> <li>• Administrative Requirements;</li> <li>• Operational Procedures; and</li> <li>• Reporting Requirements.</li> </ul>
Federal Halocarbon Regulations (½ day)	This half-day course provides staff responsible for working with halocarbons an awareness of the updated halocarbon regulations with administrative aspects of the inspection process.	Topics include, a review of the: <ul style="list-style-type: none"> <li>• Federal Halocarbon Regulations.</li> </ul>

Course	Course Description	Course Outline
Introduction to Environmental Assessment (½ day)	This half-day course helps participants identify the federal Environmental Assessment (EA) legislation and its purpose; identify PWGSC's role(s) in the EA process; complete PWGSC's CEAA Checklist; describe the four key steps in the EA Process; and list their potential responsibilities in the EA process.	Topics include: <ul style="list-style-type: none"> <li>• CEAA...the Act and your responsibilities;</li> <li>• How to complete the PWGSC CEAA Checklist and make an EA determination;</li> <li>• How to scope a project; and</li> <li>• How to prepare an environmental assessment.</li> <li>• What is strategic environmental assessment.</li> </ul>
PCB Awareness (½ day)	Employees who manage, operate, maintain, and/or dispose of PCB equipment under the control of PWGSC are expected to have basic knowledge of the proper management of the applicable regulations and departmental best practices.	Topics include: <ul style="list-style-type: none"> <li>• PCB regulations; and</li> <li>• Management of PCB equipment.</li> </ul>
Storage Tanks Awareness (½ day)	The purpose of the training is to ensure PWGSC staff is able to manage, operate and/or maintain tank systems in compliance with the applicable regulations and in accordance with PWGSC best practices.	Topics include: <ul style="list-style-type: none"> <li>• Storage Tanks regulations;</li> <li>• Management of Storage Tanks; and</li> <li>• Equipment.</li> </ul>
Contaminated Sites Training (½ day)	The purpose of this training is to ensure federal contaminated sites staff is aware and current to regulatory as well as technical aspects of contaminated sites management.	Topics include: <ul style="list-style-type: none"> <li>• Contaminated sites project management, overview FCSAP; and</li> <li>• Innovative technologies, regulatory framework overview.</li> </ul>
Contaminated Sites Training (1 day)	The purpose of this training is to provide specific and detailed training to federal contaminated sites staff on all aspects, technical and regulatory of contaminated sites management.	Topics include: <ul style="list-style-type: none"> <li>• Contaminated sites project management including procurement and program specific tools.</li> </ul>

Solicitation No. - N° de l'invitation  
EN438-170040/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
113zh

Client Ref. No. - N° de réf. du client  
20170040

File No. - N° du dossier  
113zh.EN438-170040

CCC No./N° CCC - FMS No./N° VME

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**Appendix 2 to Annex A  
Course Evaluation Form**

See attached.

**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 fixed price per course as follows:

Course	Firm All Inclusive Fixed Price per Course			
	Standing Offer Period Date of Issuance to March 31, 2018	Option Period 1 April 1, 2018 to March 31, 2019	Option Period 2 April 1, 2019 to March 31, 2020	Option Period 3 April 1, 2020 to March 31, 2021
Environmental Responsibilities & Liabilities (2 days)	\$	\$	\$	\$
Environmental Responsibilities & Liabilities Refresher (½ day)	\$	\$	\$	\$
Federal Halocarbon Regulations (1 day)	\$	\$	\$	\$
Federal Halocarbon Regulations (½ day)	\$	\$	\$	\$
Introduction to Environmental Assessment (½ day)	\$	\$	\$	\$
PCB Awareness (½ day)	\$	\$	\$	\$
Storage Tanks Awareness (½ day)	\$	\$	\$	\$
Contaminated Sites Training (½ day)	\$	\$	\$	\$
Contaminated Sites Training (1 day)	\$	\$	\$	\$

- 1.2 The Contractor will be paid an all inclusive fixed daily rate rate to update/design/develop the course content as follows:

All Inclusive Fixed Daily Rate			
Standing Offer Period Date of Issuance to March 31, 2018	Option Period 1 April 1, 2018 to March 31, 2019	Option Period 2 April 1, 2019 to March 31, 2020	Option Period 3 April 1, 2020 to March 31, 2021
\$	\$	\$	\$

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.

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## 2.0 Cost Reimbursable Expenses

### 2.1 Authorized travel and living expenses for Work performed outside the National Capital Region (NCR)

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

- a) The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>); and with the other provisions of the directive referring to "travelers", rather than those referring to "employees";
- b) All travel must have the prior authorization of the Project Authority identified in the call-up;
- c) The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit; and
- d) Canada will not accept any travel and living expenses for:
  - i. Work performed within the NCR. The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website (<http://laws.justice.gc.ca/eng/acts/N-4>);
  - ii. Any travel between the Contractor's place of business and the NCR; and
  - iii. Any relocation of resources required to satisfy the terms of the Standing Offer and resulting contract.

These expenses are included in the prices and rates specified in article 1.0 above.

## 3.0 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 6.4.5 Payment Credits in Part 6B, 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.

**ANNEX C**

**AVAILABILITY CONFIRMATION FORM  
FOR  
CALL-UPS AGAINST A STANDING OFFER  
FOR  
ENVIRONMENTAL 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.

<b>Date of Issuance:</b> [YYYY-MM-DD]	<b>Identified User, also called the Client:</b> PWGSC
<b>ACF Form No (Optional):</b> [insert number]	<b>Identified User Reference No.:</b> [insert number]

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

B REQUIREMENT SUMMARY				
1. Statement of Work (SOW)				
<input type="checkbox"/> Training <input type="checkbox"/> Update, design, develop the course content [Canada will insert details] Client Support [Canada will insert details]				
2. Payments				
2a. Method of Payment				
Single Payment				
2b. Pre Authorized Travel and Living Expenses				
<input type="checkbox"/> Canada will reimburse <input type="checkbox"/> Canada will not reimburse				
3. Contract Period	From:	[YYYY-MM-DD]	To:	[YYYY-MM-DD]
4. Services in accordance with the Annex A of the Standing Offer				
Description	Delivery Date	Language Requirement [if bilingual is required, both will be checked off]	Number	
[Name of course and/or to update/design/develop the course content will be inserted]		<input type="checkbox"/> English <input type="checkbox"/> French		
[Rows will be inserted as required]		<input type="checkbox"/> English <input type="checkbox"/> French		
5. Location	[Canada will insert the location]			
6. Travel Requirements				

**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 Instructor** [Attach extra sheets as necessary]:

For training, name of proposed Instructor: [Offeror to insert name]

**4. Total estimated cost in accordance with Annex B of the Standing Offer**

A	B	C	D
Description	Number	Price/Rate	Total Cost (B x C)
[Rows will be inserted as required]		\$	\$
<b>Total Estimated Cost (Applicable Taxes excluded)</b>			<b>\$</b>

**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 Annex B of the Standing Offer]

Solicitation No. - N° de l'invitation  
EN438-170040/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
113zh

Client Ref. No. - N° de réf. du client  
20170040

File No. - N° du dossier  
113zh.EN438-170040

CCC No./N° CCC - FMS No./N° VME

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**ANNEX D**

**ANNUAL USAGE REPORT**

See attached.

<b>Course:</b>					
<b>Date:</b>					
<b>Location:</b>					
<b>Instructor:</b>					
<b>COURSE EFFECTIVENESS:</b>					
	<b>FAST</b>	<b>JUST RIGHT</b>	<b>SLOW</b>		
1. How did you find the pace of the course?					
	<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>NOT BAD</b>	<b>POOR</b>
2. How closely were your own personal objectives met? If your objectives were NOT met, please state why.					
	<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>NOT BAD</b>	<b>POOR</b>
3. Overall how would you rate this course?					
4. What was done very well?					
5. Which module was <u>most</u> beneficial to you?					
6. Which module was <u>least</u> beneficial to you?					
7. Other comments					
<b>INSTRUCTOR EFFECTIVENESS:</b>					
<b>Instructor:</b>	<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>NOT BAD</b>	<b>POOR</b>
1. Communicated course material effectively?					
2. Provided constructive feedback?					
3. Projected enthusiasm and a positive approach?					
4. Demonstrated mastery of the subject?					
5. Other comments					
<b>GENERAL:</b>					
	<b>YES</b>	<b>NO</b>			
1. Did you find the course instructive?					
2. What could have been done differently to <b>improve</b> the course?					
<b>ADMINISTRATION:</b>					
1. Do you have any comments or suggestions regarding classroom facilities?					
<b>OTHER:</b>					
Name:		Title:		Section:	



Public Works and  
Government Services  
Canada

Travaux publics et  
Services gouvernementaux  
Canada

## Environmental Training Standing Offer

Reporting Period		Total Utilization Value for the Period		Total Contract or Amendment Value (Applicable Taxes excluded)	
				\$0.00	
Standing Offer Number		Contract or Amendment Issuance Date (MM-DD-YYYY)		Location	
EN438-170040/001/ZH					
Call-up Number	Contract Number different from Number) (if Call-up	Amendment Number	Contract or Amendment Issuance Date (MM-DD-YYYY)	Location	Total Contract or Amendment Value (Applicable Taxes excluded)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
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13					
14					
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21					