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<b>Signature</b>	<b>Date</b>

**REQUEST FOR LEARNING SERVICES SUPPLY ARRANGEMENTS AND  
STANDING OFFERS**

**AND**

**RE-COMPETITION OF EXISTING LEARNING SERVICES SUPPLY  
ARRANGEMENTS AND STANDING OFFERS**

**UNDER THE**

**LEARNING SERVICES  
METHOD OF SUPPLY FOR ALL FEDERAL GOVERNMENT  
DEPARTMENTS AND CROWN CORPORATIONS**

**Request for Learning Services Supply Arrangements and Standing Offers and  
Re-competition of Existing Supply Arrangements and Standing Offers.**

This Request for Supply Arrangement/Standing Offer (RFSA/RSO) is a request to solicit bids for the provision of Learning Services (LS) to all federal government departments and crown corporations.

Bidders capable of meeting the requirements of this solicitation are invited to submit a bid, whether for a Supply Arrangement (SA) or a Standing Offer (SO) or both.

**Existing Suppliers:** In order to maintain your current SA and/or SO for Learning Services, it is mandatory to submit a bid in accordance with this RFSA/RSO Re-Competition by the closing date and time indicated on Page 1 of this RFSA/RSO. It is also an opportunity to include additional information to your existing SA and/or SO such as Streams, and/or Regions/Metropolitan Areas. Existing SA and/or SO Suppliers are not required to re-qualify for any Streams for which they already have a SA and/or SO, although they must otherwise comply with the requirements of the re-competition solicitation to retain the previously awarded Streams.

**New Bidders:** In order to be considered for a SA and/or SO, it is mandatory to submit a bid in accordance with this RFSA/RSO by the closing date and time indicated on Page 1 of this RFSA/RSO, and comply with the mandatory requirements of this solicitation.

Please note: bids cannot be revised after the RFSA/RSO closing date and time.

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## COMPONENT I – REQUEST FOR BIDS SUPPLY ARRANGEMENT AND/OR STANDING OFFER

### PART 1 - GENERAL INFORMATION

#### 1.1 Introduction

This Request for Supply Arrangement/Standing Offer (RFSA/RSO) has three components:

Component I and Attachments A, B, and C provide the information that Bidders need in order to submit a bid to this solicitation.

Component II and its Annexes detail the terms and conditions of a resulting SA.

Component III and its Annexes detail the terms and conditions of a resulting SO.

#### 1.2 Acronyms and Key Terms

ACRONYMS	
AIT	Agreement on Internal Trade
CISD	Canadian Industrial Security Directorate
CLCSA	Comprehensive Land Claims Settlement Area
CPSS	Centralized Professional Services System
DCC	Data Collection Component
DOS	Designated Organizational Screening
FCP	Federal Contractors Program
FSC	Facility Security Clearance
GETS	Government Electronic Tendering Service
LS	Learning Services
MSC	Main Supplier Contact
NAFTA	North American Free Trade Agreement
NPP	Notice of Proposed Procurement
PSAB	Procurement Strategy for Aboriginal Business
PWGSC	Public Works and Government Services Canada
QUR	Quarterly Usage Report
RFP	Request for Proposal
RFSA/RSO	Request for Supply Arrangement/Request for Standing Offer
SA	Supply Arrangement
SRCL	Security Requirement Check List
SO	Standing Offer

**Active/Inactive:** Only a SA or SO awarded during the 2014 LS re-competition or during its Refresh Periods can either be 'Active' or 'Inactive', which refers to its current state in the Centralized Professional Services System (CPSS) ePortal. An Existing Supplier's SA and/or SO can be 'Inactive' (such as for non-submission of the Quarterly Usage Report) but that does not prevent that supplier from bidding as an Existing Supplier.

**Bidder:** can be a New Bidder or an Existing Supplier who is submitting a bid under this solicitation.

**Centralized Professional Services System (CPSS) ePortal:** as part of the Professional Services National Procurement Strategy, a single ePortal has been created, the Centralized Professional Services System (CPSS). CPSS is comprised of a Supplier Module, a Client Module and a Maintenance Module. CPSS contains information on methods of supply, including LS, and reflects standardized business rules.

The Supplier Module allows suppliers, through a Main Supplier Contact, as defined below, to:

- a) create and manage Regional Contacts;
- b) input and submit data as part of a solicitation process;
- c) track the progress/status of data input against solicitation(s) and retrieve the data for use in refresh or re-competition solicitations; and
- d) view and edit certain elements of information pertaining to that supplier's profile.

**Data Collection Component (DCC):** The DCC is used by Bidders to input data as part of the solicitation process within the CPSS Supplier Module. A dashboard is accessible to view information on current and upcoming solicitations for professional services.

**Enrolment:** the process in which a Bidder creates a CPSS account and identifies a **Main Supplier Contact (MSC)**. The MSC will receive credentials that enable the MSC to access the Supplier Module. Enrolment is conducted on-line and can be initiated by a supplier at any time, with a typical response time of minutes to receive credentials, where all the necessary information is received by Canada.

Instructions for enrolment in the CPSS Supplier Module are available at the [Enrolment Instructions – Suppliers](#) page.

**Existing Supplier:** refers to a Bidder for this solicitation that currently holds a valid SA and/or SO under the LS Method of supply. Only a SA or SO awarded during the 2014 LS re-competition –i.e. E60ZH-070003/F or any of its refresh periods -- are considered “validly held” and their holders “Existing Suppliers”.

**Identified User:** also called «Clients» or «Department Clients». Any resulting instrument can be used by any federal government department or agency or any Crown Corporation mentioned in the *Financial Administration Act* (as from time to time amended) or any other party for which the Department of Public Works and Government Services Canada has been authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act*.

**Main Supplier Contact (MSC):** the supplier representative within the CPSS ePortal. There is one MSC for every Procurement Business Number (PBN) enrolled in CPSS.

**New Bidder:** refers to a Bidder for this solicitation that does not currently hold a valid SA and/or SO under the LS method of supply.

**Refresh (applies to SAs only):** it is a solicitation that allows New Bidders to bid for a SA and Existing SA Suppliers to qualify for more Streams throughout the entire period of the SA. Existing Suppliers are not required to bid in a Refresh solicitation in order to continue to provide the services for which they are currently qualified under their SA.

**Re-competition:** is a solicitation intended to replace the current SO/SA every 18 months. Each such re-competition (a “re-competition solicitation”) requires that all Bidders, including all Existing Suppliers who currently hold a valid SA and/or SO under the LS Method of supply, submit a bid in response to the re-competition request, in order to continue to provide services under its resulting SA and/or SO.

### 1.3 Summary

This solicitation is a Request for Supply Arrangement/Standing Offer (RFSA/RSO) to satisfy the Government of Canada's requirements for the provision of Learning Services to locations throughout Canada, excluding locations in areas subject to any of the Comprehensive Land Claims Agreements.

Changes affecting the LS Method of Supply are being implemented through this RFSA/RSO. Bidders are reminded of the importance of reading this document in its entirety, as well as all documents incorporated by reference. By submitting a bid, Bidders are acknowledging that they agree to the process and terms and conditions described in this RFSA/RSO.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), NAFTA, and the Agreement on Internal Trade (AIT), the Canada-Chile Free Trade Agreement (CCFTA), Canada-Peru Free Trade Agreement (CPFTA), the Canada - Columbia Free Trade Agreement (CCoFTA), and the Canada Panama Free Trade Agreement (CPanFTA) if it is in force.

The SA and SO resulting from this RFSA/RSO solicitation may be used by Identified Users to fulfill their individual requirements. Only "pre-qualified suppliers" awarded a SA and/or SO via this RFSA/RSO solicitation and qualified for the relevant Category, Region, Metropolitan Area and Level of Expertise will be eligible to provide the requested services to the Identified Users.

#### Designation as Set Aside

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

To be considered as an Aboriginal Business under the PSAB, see Part 5 of Component I of this RFSA/RSO.

### 1.4 Streams and Categories

The Streams and categories of this RFSA / RSO have been revised to better reflect the Government of Canada's current requirements for learning services.

The table below summarizes the changes made to the different Learning Services streams.

It is the responsibility of current Suppliers to consult, in the DCC, the categories under each Stream for which they have a SA and / or an SO to determine if these changes apply.

Stream	New	Previous	Changes
1	Strategic Learning Advisory Services	Strategic Learning Advisory Services	The content of the Stream has been revised.
2	Instructional Design and Development Services	Instructional Design and Development Services	The content of the Stream has been revised.



Stream	New	Previous	Changes
3	Research, Analysis and Custom and Rapid eLearning Product Programming	Custom eLearning Product Programming	The Previous Streams 3, 4 and 5 have been combined into a new Stream 3 - Research, Analysis and Custom and Rapid eLearning Product Programming
4	Multi-Media Design and Development	Rapid eLearning Product Programming	Becomes the new Stream 4 - Multi-Media Design and Development
5	Training Delivery	Quality Assurance	Stream 5 becomes Training Delivery.  Previous Stream 5 – Quality assurance has been incorporated into the new stream 3 - Research, Analysis and Custom and Rapid eLearning Product Programming.
6	Evaluation	Multi-Media Design and Development	New Stream 6 - Evaluation.  Multi-Media Design and Development is now Stream 4.
7		Project Management	Stream 7 – Project Management has been deleted.
8		Training Delivery	Becomes the new Stream 5.

Current suppliers that have a SA and / or an SO in the former Streams 3 and / or 4 would not have to provide references under M.3 for the new Stream 3, but still needs to complete the DCC including compliance with the Grandfathering Certification and they must comply with the requirements of the present solicitation.

After the award of the new SAs and SOs, the status in the CCD of the "active" suppliers of the former Stream 5 - Quality Assurance, and of the former Stream 7 – Project Management Quality Assurance, will be changed to "inactive".

Details of the general definitions for the LS Streams and Categories are available at Annex A.

Canada reserves the right to add, modify or remove Streams and Categories in future refreshes or re-competitions of the SA and SO.

Bids will be evaluated on a Stream basis. It is not necessary to bid for all Streams to be issued a SO and/or a SA.

## 1.5 Regions/Metropolitan Areas

The following Regions and Metropolitan Areas may receive professional services under the SA's and/or SO's that result from this RFSA/FRSO solicitation where the supplier is qualified to do so:

Regions:

- National Capital
- Atlantic
- Quebec
- Ontario
- Western
- Pacific
- Remote/Virtual Access: This is a separate region and does not include any of the other Regions or Metropolitan Areas. It is a region that is used when a Client has no preference in terms of where the work is performed.

Metropolitan Areas:

- National Capital
- Halifax
- Moncton
- Montreal
- Quebec City
- Toronto
- Calgary
- Edmonton
- Saskatoon
- Winnipeg
- Vancouver
- Victoria

In submitting a bid to this RFSA/FRSO via the DCC of CPSS, Bidders will have the opportunity to select which Regions/Metropolitan Areas they will be pre-qualified to provide services to, should their bid result in the issuance of a SA and/or a SO.

Note to Bidders: The selection of any Region by the Bidder does not extend an offer of services to any Metropolitan Areas. Regions and Metropolitan Areas are considered exclusive of each other for the purpose of offering services and must be individually selected during the Bidder's response in the DCC of CPSS.

Bidders are encouraged to visit the [Definitions of the Remote/Virtual Access, Regions and Metropolitan Areas](#) page for more information.

## 1.6 Minimum Security Requirement

Before the issuance of a SA and/or SO, the Bidder must hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), PWGSC. For further details, consult Part 4 – Evaluation Procedures and Basis of Selection, article 5 – Security Requirement of this RFSA/FRSO.

## **1.7 Debriefings**

Bidders may request a debriefing on the results of the RFSA/FRSO process. Bidders should make the request to the SA/SO Authority within 10 working days of receipt of the results of the RFSA/FRSO process. The debriefing may be in writing, by telephone or in person.

## PART 2 - BIDDERS INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by PWGSC.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the SA and/or SO and any resulting contract(s) and/or call-up(s).

#### 2.1.1 Standard Acquisition Clauses and Conditions (SACC) Manual Clauses

- a) [M0019T](#) (2007-05-25) Firm Price and/or Rates
- b) [S0030T](#) (2014-11-27) Financial Viability

#### 2.1.2 Standard Instructions

##### Applicable to the RFSO:

[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 Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, is amended as follows:

**Delete:** sixty (60) days  
**Insert:** two hundred and twenty (220) calendar days

##### Applicable to the RFSA:

[2008](#) (2016-04-04) Standard Instructions – Request for Supply Arrangements – Goods or Services (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2008/16>), are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of Standard Instructions – Request for Supply Arrangements – Goods or Services, is amended as follows:

**Delete:** sixty (60) days  
**Insert:** two hundred and twenty (220) calendar days

### 2.2 Bid Validity Period

Bids received as a result this RFSA/FRSO solicitation will remain valid for a period of not less than two hundred and twenty (220) calendar days from the closing date and time of the RFSA/FRSO. Canada reserves the right to seek an extension of the bid validity period from all Bidders in writing before the end of the bid validity period. If the extension is not accepted by all Bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the RFSA/FRSO.

## 2.3 Procurement Business Number (PBN) and Legal Entity

Bidders must have a Procurement Business Number (PBN) in order to access the CPSS ePortal for the purposes of using the DCC to submit a bid electronically. New Bidders who do not yet have a PBN can register for one in the [Supplier Registration Information \(SRI\)](#) system.

A Bidder's legal name and mailing address on record with SRI must be the same as the one used in CPSS.

For Existing Suppliers the same PBN used in the current SA and/or SO must be used if submitting a bid under this RFSA/RSO re-competition in order for existing data to be successfully grandfathered.

In the case of a Joint Venture, the PBN for each member of the joint venture must be identified in the DCC and a unique PBN for the joint venture legal entity must be identified, provided the bid is as a "New Bidder". If the bid is being submitted as an Existing Supplier, the PBN already established for the JV entity must be used, and the existing members must remain the same.

### 2.3.1 One legal entity may participate in the submission of:

- a) one bid from the legal entity alone; or
- b) one bid from the legal entity and one bid submitted in a joint venture; or
- c) two bids submitted in joint venture.

If a legal entity participates in more than two bids, Canada will choose in its discretion which two bids to consider.

Each bid will be evaluated independently without regard to other bids submitted and, therefore, every bid submitted must be complete.

All members of a joint venture must remain the same to be considered as an "Existing Supplier".

## 2.4 Submission of Bids

This is a paperless bid submission process. While Bidders normally have the option to submit their bid to Canada in writing directly, by mail, or by other means, due to the nature of this RFSA/RSO solicitation, bids must be submitted electronically through the DCC of the CPSS by the RFSA/RSO solicitation closing date and time.

After the solicitation closing date and time, Canada will send an email to the Bidders requesting the supporting information/documentation required to complete the bid evaluation. Failure by the Bidder to provide the required information/documentation by the due date stated in the email may result in their bid being declared non-responsive.

## 2.5 Enquiries

All enquiries must be submitted in writing, using the [TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca) email address, no later than 15 calendar days before the RFSA/RSO closing date and time. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the RFSA/RSO to which the enquiry relates. Care should be taken by suppliers to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be

clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that Bidders do so, so that the proprietary nature of the question is eliminated, and the reply to the question be provided to all Bidders through an amendment to this RFSA/FRSO posted on the Government Electronic Tendering Service (GETS). Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

For more information regarding how to obtain the latest information about tender notices open to the public, Bidders are encouraged to visit the [Follow Opportunities](#) page on the BuyandSell web site.

## **2.6 Applicable Laws**

The SA and SO and any contract or call-up awarded under the SA/SO must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. However, Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the bid, by selecting an alternate Canadian province or territory in the DCC under the "Company Information" section. If no change is made, this acknowledges that the applicable laws specified are acceptable to the Bidder.

## **PART 3 - BIDS PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requires that Bidders provide the bid as an electronic submission through the DCC by RFSA/FRSO closing date and time, with supporting documents/information being provided to Canada upon request, by email, as identified in Article 3 below, "Bid Submission Grid". Specifically, Bidders must provide as follows:

#### **Section I - Technical Bid:**

- a) must be submitted electronically through the DCC of the Supplier's Module of the CPSS; and
- b) supporting information/documentation must be submitted by email upon request by Canada. Canada will email the Bidder during the bid evaluation period to request the required information/documentation. The Bidder will have 2 working days, or a longer period if specified in writing by Canada, to provide the information/documentation to Canada. Failure to meet this deadline may result in the bid or part thereof being declared non-responsive unless Canada grants an extension. Canada requests that Bidders follow the format instructions that will be described in the email and suggests that Bidders prepare this information/documentation ahead of time.

#### **Section II - Financial Bid (for Standing Offer Only):**

- a) must be submitted electronically through the DCC of the Supplier Module of the CPSS, for the RFSO. Only information submitted through the DCC will be considered for the Financial Bid. Bidders must include a firm, all-inclusive per diem rate quoted in Canadian dollars in each cell requiring an entry in the DCC. A financial bid must be completed for each Region and Metropolitan Area (if applicable) for which the Bidder is proposing to offer a Category.

#### **Section III – Certifications:**

- a) must be submitted electronically through the DCC; and
- b) must be submitted by email upon request by Canada as detailed in Part 5.

Bidders that submit paper copies will still be required to submit the supporting information/documentation by email upon request by Canada.

### **For Existing Suppliers:**

The following information/documentation may be requested by Canada during the bid evaluation period:

- a) Signed Bidder's Statement;
- b) Signed Grandfather Certification;
- c) Former Public Servant Certification, if applicable;
- d) Aboriginal Certification, if applicable;
- e) Federal Contractor's Program for Employment Equity, if applicable;
- f) Workforce Reduction Program, if applicable; and
- g) Integrity Provisions & Associated Information.

### **For New Bidders:**

The following information may be requested by Canada during the bid evaluation period:

- a) proof of 3 years in business i.e. certificate of ownership, business registration, or tax returns; and
- b) proof of compliance for Confirmation of Business Volume (financial information, invoices, tax returns, etc.) as per M.4 of Attachment A to Component I.

Canada may request the following certifications during the bid evaluation period:

- a) Signed Bidder's Statement;
- b) Former Public Servant Certification, if applicable;
- c) Aboriginal Business Certification, if applicable;
- d) Federal Contractor's Program for Employment Equity Certification, if applicable;
- e) Workforce Reduction Program Certification, if applicable; and
- f) Integrity Provisions & Associated Information.

This RFSA/FRSO solicitation does not require the submission of individual resources or resumes. If awarded a SA and/or a SO, as part of a Request for Proposal prepared/issued by Identified Users of the CPSS ePortal, information on personnel may be required.

## **3.2 Data Collection Component (DCC)**

Bidders must submit the completed "online response template" electronically through the CPSS Supplier Module - Data Collection Component (DCC), by the RFSA/FRSO closing date and time.

Instructions on how to prepare an electronic bid through the DCC can be found in Attachment C to Component I.

The DCC allows suppliers to save and re-submit the online response template multiple times. When an online response template is submitted, the Main Supplier Contact (MSC) will receive a confirmation email that will confirm the receipt of the response template. The last submitted online response template received by PWGSC will be the one that will be evaluated.

It is the Bidder's responsibility to click the <Submit> button in the DCC and ensure that the online response template has been sent electronically by the closing date and time of the RFSA/FRSO.



### 3.3 Bid Submission Grid

The following Bid Submission Grid is intended to help Bidders with their bid preparation and submission. As the status and circumstances of each Bidder is unique, it is the responsibility of each Bidder to read all documents related to this RFSA/FRSO and to ensure that all mandatory requirements are met. Where in the Grid the symbol « & » is used, the Bidder must submit the information/documentation requested through both methods.

The following descriptions are provided:

- a) "DCC" indicates that the Bidder must input information into the DCC and ensure to click the <Submit> button.
- b) "CONFIRM IN DCC" indicates that the Existing Supplier must validate carried over information before ensuring to click the <Submit> button.
- c) "EMAIL" indicates that the Bidder must provide the information/documentation by email upon request by Canada.

Column A	Column B	Column C	Column D
	<b>New Bidder:</b>	<b>Existing Supplier (whether active or inactive):</b>	<b>Existing Supplier (whether active or inactive):</b>
	Is not an Existing Supplier (not a current SA or SO Holder).	IS NOT changing the Technical Response already on file from the previous LS Solicitation, nor requesting any additional Stream(s).	IS applying for additional Stream(s) and/or Category(ies) or is otherwise modifying their Technical Response already on file from the previous LS Solicitation.
Company information (Supplier Profile)	DCC	CONFIRM IN DCC	CONFIRM IN DCC
Region & Metropolitan Area selection	DCC	CONFIRM IN DCC	CONFIRM IN DCC & DCC (for additional regions)
<b>Section I Technical Bid</b>			
Mandatory M.1 - Months in Business	DCC & email	N/A	N/A
Mandatory M.2 – Streams	DCC	CONFIRM IN DCC	CONFIRM IN DCC & DCC (for additional Streams)
Mandatory M.3 - References Substantiation	DCC	CONFIRM IN DCC	CONFIRM IN DCC & DCC (for additional Streams)
Mandatory M.4 – Confirmation of Business Volume	DCC & email	N/A	N/A
Services Offering for Supply Arrangement (Levels of Expertise for Categories)	DCC	CONFIRM IN DCC	CONFIRM IN DCC and DCC (for new Streams and Categories)

Column A	Column B	Column C	Column D
<b>Section II Financial Bid for RFSO only</b>			
Financial Offer (for the RFSO only)	DCC (if bidding for SO)	DCC (if bidding for SO)	DCC (if bidding for SO)
<b>Section III Certifications</b>			
Security	DCC	CONFIRM IN DCC	CONFIRM IN DCC
Federal Contractors Program for Employment Equity	DCC	DCC	DCC
Former Public Servant Certification (if applicable)	DCC	DCC	DCC
Aboriginal Business Certification (if applicable)	DCC (& email if applicable)	DCC (& email if applicable)	DCC (& email, if applicable)
Grandfather Certification	N/A	DCC & email	DCC & email
Work Force Reduction Program Certification (if applicable)	DCC	DCC	DCC
Integrity Provisions and Associated Information	DCC & email	DCC & email	DCC & email
Request for Security Sponsorship	DCC (if desired)	DCC (if desired)	DCC (if desired)
Bidder's Statement	DCC & email	DCC & email	DCC & email

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the RFSA/FRSO including the financial criteria (for Standing Offer only) and the technical criteria. All elements of this RFSA/FRSO solicitation that are mandatory requirements are identified specifically with the words “must” or “mandatory”.

Although the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has been successful in all the previous steps. Canada may conduct steps of the evaluation in parallel.

An evaluation team composed of representatives of Canada will evaluate the bids. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the SA/SO Authority) to provide the necessary information to Canada. Failure to meet this deadline may result in the bid or a part thereof being declared non-responsive.

### **4.2 Technical Evaluation**

The mandatory technical evaluation criteria for the provision of a SA and/or SO are included in Attachment A to Component I of this RFSA/FRSO.

### **4.3 Financial Evaluation (for SO only)**

The financial evaluation criteria for the provision of the Services under the SO are included in Attachment B to Component I of this RFSA/FRSO. The Financial Evaluation does not apply to the SA.

### **4.4 Basis of Selection**

Bids that do not comply with each and every mandatory requirement applicable to the SA and/or SO may be considered non-responsive. The evaluation steps are below:

#### **Step 1 – Technical Evaluation:**

Each bid will be reviewed to determine if it contains an arrangement for a SA, an offer for a SO, or both, that meets the mandatory requirements set out in Attachment A to Component I – Mandatory Technical Evaluation Criteria for the SA and SO.

Within each bid, an arrangement must comply with the requirements of the bid solicitation and meet all mandatory requirements of Attachment A to Component I to be declared responsive to the requirement for a SA.

Within each bid, an offer must comply with the requirements of the bid solicitation and meet all mandatory requirements of Attachment A to Component I to be declared responsive to the requirement for a SO.

## **Step 2 – Financial Evaluation (Standing Offer Only):**

Each bid meeting the mandatory requirements for the SO technical evaluation will be evaluated in accordance with the financial requirements identified in Attachment B to Component I, Standing Offer Financial Evaluation.

## **Step 3 - Supplier Selection and Issuance of SA and/or SO**

Each technically responsive arrangement will be recommended for the issuance of a SA against the terms stated in Component II.

Each technically and financially responsive offer will be recommended for the issuance of a SO against the terms stated in Component III.

Where an Aboriginal Supplier qualifies for both an Aboriginal and non-Aboriginal SA and/or SO, only one SA and/or SO will be awarded. These SA's and/or SO's can be used for both Aboriginal or non-Aboriginal Client searches in CPSS.

Bidders should note that the issuance of all SA's and SO's is subject to Canada's internal approvals process. If such approval is not given, the SA or SO will not be issued.

All Bidders will be notified in writing regarding the outcome of this RFSA/FRSO solicitation.

## **4.5 Security Requirement**

### **4.5.1 For the Standing Offer (SO):**

Before issuance of a SO, the following conditions must be met:

- a) The Bidder must hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD) of PWGSC; and
- b) Joint venture Bidders must have a DOS as well, for each member.

Canada will not delay the issuance of any SO to allow Bidders to obtain the required clearance. Bidders are reminded to obtain the required security clearance promptly.

Bidders who have not yet received their DOS clearance from CISD by the date that the SO Authority has issued any SO as a result of this solicitation will be considered non-responsive to this solicitation's requirements for the issuance of a SO.

### **4.5.2 For the Supply Arrangement (SA):**

Before issuance of a SA, the following conditions must be met:

- a) The Bidder must hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD) of PWGSC; and
- b) Joint venture Bidders must have a Designated Organization Screening (DOS) as well, for each member.

Canada will not delay the issuance of any SA to allow Bidders to obtain the required clearance. Bidders are reminded to obtain the required security clearance promptly.

Bidders who have not yet received their DOS clearance from CISC by the date that the SA Authority has issued any SA as a result of this solicitation may be considered non-responsive to this solicitation's requirements for the issuance of a SA.

However, should a Bidder receive its required clearance while all other requirements of the solicitation have been met and its bid is still valid, Canada will consider awarding a SA to that Bidder.

#### **4.5.3 Security Requirement for Resulting Contracts and Call-Ups**

Contracts and call-Ups issued under a SA or SO resulting from this RFSA/FRSO solicitation are subject to the requirements in the Security Requirement Check Lists (SRCL's) identified in each individual Request for Proposal issued by Clients. Standardized SRCL's are accessible through the CPSS web site as [Common Security Requirement Checklists](#), but other SRCLs may be used. Each Request for Proposal will identify the SRCL that will apply to any resulting contract.

Notes to Bidders:

In the case of Joint Ventures or Amalgamations, the highest level of corporate security attainable through CISC of PWGSC is the lowest level held by any single member of the JV or amalgamation. For example: a Joint Venture with 5 members is comprised of 4 members holding a valid Facility Security Clearance (FSC) at the Secret level and 1 member holding a valid Designated Organization Screening (DOS). The highest corporate security level for which the Joint Venture would be considered under this framework would be DOS, until such time as the member holding a valid DOS clearance has requested sponsorship via the SA /SO Authority and obtained a valid FSC at the secret level issued by CISC.

Bidders may request that the SA/SO Authority consider security sponsorship of their candidacy to upgrade the Bidder to the next security level that is above their current security level or to seek initial DOS clearance. Such sponsorship is only available for one level of upgrade at a time. This request may be made at any time before or after bid closing by sending the request to the following email address: [TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca) to the attention of the SA/SO Authority or by completing the Sponsorship Certification in the DCC which forms part of the electronic submission. If sponsorship is anticipated, the Bidder is encouraged to contact LS as soon as possible so that the process can be started. There is no need for the Bidder to wait for the solicitation to close before advising LS of the need to be sponsored.

For additional information on security requirements, Bidders should consult the "Security Requirements for PWGSC Arrangement Solicitation - Instructions for Suppliers" document on the [Common Security Requirement Checklists](#) web site.

## **PART 5 - CERTIFICATIONS**

Bidders must submit the required certifications to be issued a SA and/or a SO:

- a) electronically through the DCC of CPSS; and
- b) via e-mail upon request by Canada.

Canada may declare a bid non-responsive if the required certifications are not completed and submitted as requested. Compliance with the certifications is subject to verification by Canada during the bid evaluation period before the issuance of a SO and/or a SA, and after such issuance. The SA/SO Authority will have the right to ask for additional information to verify a Bidder's compliance with the certifications before such issuance. The bid may be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the SA/SO Authority for additional information may also render the bid non-responsive.

### **Joint Venture (JV)**

Unless expressly provided otherwise during the evaluation period, any certification required to be made by the Bidder must be made by the representative on behalf of the JV.

### **Certifications Precedent to Issuance of a Supply Arrangement and/or Standing Offer:**

- 5.1 Grandfather Certification (Existing Suppliers only);
- 5.2 Bidder's Statement;
- 5.3 Former Public Servant ;
- 5.4 Aboriginal Business Certification ;
- 5.5 Federal Contractor's Program for Employment Equity Certification ;
- 5.6 Work Force Reduction Program Certification ; and
- 5.7 Integrity Provisions & Associated Information.

Note to Bidders: the Certifications section within the DCC also provides Bidders with the ability to enter Security information and a Request for Security Sponsorship. However, neither is considered a Certification for the purposes of this RFSA/FRSO Solicitation.

#### **5.1 Grandfather Certification (Existing Suppliers only)**

Existing Suppliers who wish to rely on information already on file to demonstrate compliance in their bid as part of this RFSA/FRSO:

- a) must sign and submit this certification online through the CPSS Supplier Module - DCC, by the closing date and time of this RFSA/FRSO; and
- b) may be requested to provide this signed certification by email, if requested by Canada, sometime during the bid evaluation period.

The Bidder certifies that, with respect to each and every mandatory requirement, for its SA and/or SO:

- i. it continues to meet these mandatory requirements, as of the date of bid closing;  
\_\_\_\_\_ (initial)

- ii. all previously submitted information remains true, accurate and unchanged, and may be used for the purposes of this RFSA/FRSO; \_\_\_\_\_ (initial);
- iii. since the date the mandatory requirements were first met (as evidenced by the date of issuance of the SA and/or SO) the Bidder has continuously met, as of the date of the bid closing, all of the qualifications necessary to remain a pre-qualified supplier of the Services; \_\_\_\_\_ (initial) and
- iv. no SA and/or SO has been canceled by PWGSC or withdrawn by the Bidder. \_\_\_\_\_ (initial)

\_\_\_\_\_  
Legal Name

\_\_\_\_\_  
PBN (used for this solicitation)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (year- month – day)

## 5.2 Bidder's Statement

All Bidders:

- a) must submit the Statement online through the CPSS Supplier's Module- DCC, by the end date and time of this RFSA/FRSO; and
- b) may be requested to provide this signed certification by email, if requested by Canada, sometime during the bid evaluation process.

We certify that all statements made with regard to these requirements are accurate and factual, and we are aware that PWGSC reserves the right to verify any information provided in this regard. Untrue statements may result in the Bidder's bid being declared non-compliant in its entirety, Existing Suppliers becoming ineligible to receive further solicitations, and any other action which Canada may consider appropriate.

\_\_\_\_\_  
Legal Name

\_\_\_\_\_  
PBN (used for this solicitation)

Is the Bidder (Select all that apply):

- ☐ A New Bidder
- ☐ An Existing Supplier (Existing SA or SO Holders only)

## 5.3 Former Public Servant

Bidders must submit this certification through the DCC of CPSS by the solicitation closing date and time.

Contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds.

If, as a result of this RFSA/FRSO, a SA and/or SO is issued, the name of the Former Public Servant will be posted on the LS web site. This information will also be on departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, Contracting Policy Notice 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

#### 5.4 Aboriginal Business Certification

Bidders seeking to qualify for an Aboriginal SA or Aboriginal SO must complete the certification in the DCC of CPSS by the closing date and time of this RFSA/FRSO solicitation.

LS may request that the Bidder sign and submit the following information, by email, sometime during the bid evaluation process:

<b>ABORIGINAL BUSINESS CERTIFICATION</b> <b>(MANDATORY FOR SUPPLIERS SEEKING QUALIFICATION FOR ABORIGINAL SA and/or SO)</b>	
PLEASE COMPLETE ONLY ONE OF THE TWO (2) STATEMENTS BELOW	
I, _____ <b>(Insert Name of duly authorized representative of business)</b> , want to be considered as an Aboriginal and Non-Aboriginal Supplier. [     ]	
I, _____ <b>(Insert Name of duly authorized representative of business)</b> , want to be considered as an Aboriginal supplier only. [     ]	
1. PLEASE COMPLETE THE INFORMATION REQUIRED BELOW	
(a) I, _____ <b>(Insert Name of duly authorized representative of business)</b> hereby certify that _____ <b>(Insert name of Supplier)</b> meets, and will continue to meet throughout the duration of the Aboriginal SO and/or SA, the requirements for this program as set out in the " <a href="#">Requirements for the Set-Aside Program for Aboriginal Business</a> ", which document I have read and understand.	
(b) The aforementioned business agrees to ensure that any subcontractor it engages with respect to any contract awarded under any resulting Aboriginal SA and/or SO will, if required, satisfy the requirements set out in "Requirements for the Set-Aside Program for Aboriginal Business."	
(c) The aforementioned business agrees to provide to Canada, immediately upon request, information to substantiate a subcontractor's compliance with this program.	
PLEASE CHECK THE APPLICABLE BOXES IN 2 AND 3 BELOW	
2. [     ]	The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization,
OR [     ]	The aforementioned business is a joint venture between two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business
3. [     ]	The Aboriginal business or businesses have:
OR [     ]	fewer than six full-time employees
	six or more full-time employees



4. The aforementioned business agrees to immediately furnish to Canada, such evidence as may be requested by Canada from time to time, corroborating this certification. Such evidence will be open to audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by Canada with respect to the certification.

5. It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the Program; and/or termination of any contract awarded pursuant to the Aboriginal SO and/or SA. In the event that a contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada will, upon the request of Canada, be borne by the aforementioned business.

#### 5.4.1 Requirements for the Set-Aside Program for Aboriginal Business

Who is eligible?

An Aboriginal business, which can be:

- a band as defined by the Indian Act,
- a sole proprietorship,

OR:

- a limited company,
- a co-operative,
- a partnership,
- a not-for-profit organization in which Aboriginal persons have at least 51 percent ownership and control,

OR:

A joint venture consisting of 2 or more Aboriginal businesses or an Aboriginal business and non-Aboriginal business(es), provided that the Aboriginal business(es) has (have) at least 51 percent ownership and control of the joint venture. When an Aboriginal business has 6 or more full-time employees at the date of submitting the bid, at least 33 percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

**Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:**

- Capital Stock and Equity Accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options
- Dividend policy and payments
- Existence of Stock Options to employees
- Different treatment of Equity transactions for Corporations, Partnerships, Joint Ventures, Community organizations, Cooperatives, etc.
- Examination of Charter Documents, i.e., corporate charter, partnership agreement, financial structure

- Concentration of ownership or managerial control in partners, stockholders, officers trustees and directors based definition of duties
- Principal occupations and employer of the officers and directors to determine who they represent, i.e. banker, vested ownerships
- Minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction
- Executive and employee compensation records for indication of level of efforts associated with position
- Nature of the business in comparison with the type of contract being negotiated
- Cash management practices, i.e., payment of dividends - preferred dividends in arrears
- Tax returns to identify ownership and business history
- Goodwill contribution/contributed asset valuation to examine and ascertain the Fair Market value of non cash capital contributions
- Contracts with owners, officers and employees to be fair and reasonable
- Stockholder authority, i.e. appointments of officers, directors, auditors
- Trust agreements made between parties to influence ownership and control decisions
- Partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios
- Litigation proceedings over ownership
- Transfer pricing from non-Aboriginal joint venturer
- Payment of management or administrative fees
- Guarantees made by the Aboriginal business
- Collateral agreements

**Are there any other requirements attached to bidders in the Set-Aside Program for Aboriginal Business?**

Yes:

In respect of a contract or call-up, (goods, service or construction), on which a bidder is making a proposal which involves subcontracting, the bidder must certify in its bid that at least thirty- three percent of the value of the work performed under the contract or call-up will be performed by an Aboriginal business. Value of the work performed is considered to be the total value of the contract or call-up less any materials directly purchased by the contractor for the performance of the contract or call-up. Therefore, the bidder must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.

The bidder's contract or call-up with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the bidder with information, substantiating its compliance with the Program, and authorize the bidder to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the bidder to exact or enforce such a provision will be considered to be a breach of contract or call-up and subject to the civil consequences referred to in this document.

As part of its bid, the bidder must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business (certification) stating that it:

- i. meets the requirements for the Program and will continue to do so throughout the duration of the contract or call-up;
- ii. will, upon request, provide evidence that it meets the eligibility criteria;
- iii. is willing to be audited regarding the certification; and

- iv. acknowledges that if it is found NOT to meet the eligibility criteria, the bidder will be subject to one or more of the civil consequences set out in the certification and the contract or call-up.

**How must the business prove that it meets the requirements?**

It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited. The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada will, upon the request of Canada, be borne by the business.

**What evidence may be required from the business?**

**Ownership and Control**

Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.

Ownership of an Aboriginal business refers to "beneficial ownership" i.e. who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business.

**Employment and employees**

Where an Aboriginal business has 6 or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least 33 percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed Owner/Employee Certification form, below, for each full-time employee who is Aboriginal.

**Owner/Employee Certification Form**

**SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS**

I, \_\_\_\_\_ (*name of the owner and/or full-time employee*), am an owner and/or full-time employee of \_\_\_\_\_ (*Name of business*), and an Aboriginal person, as described in the document "Requirements for the Set-Aside Program for Aboriginal Business".

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

\_\_\_\_\_  
Signature of the Owner and/or employee

\_\_\_\_\_

\_\_\_\_\_

Name and Title

Date

Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Canada Customs and Revenue Agency purposes as well as information related to pension and other benefit plans. A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program. Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification to be completed by each owner and full-time employee who is Aboriginal will state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification will provide the person's consent to the verification of the information submitted.

### **Subcontracts**

Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.

Evidence that a subcontractor is an Aboriginal business where this is required to meet the minimum Aboriginal content of the contract, is the same as evidence that a prime contractor is an Aboriginal business.

### **Definition of an Aboriginal Person for Purposes of the Set-Aside Program for Aboriginal Business**

An Aboriginal person is an Indian, Metis or Inuit who is ordinarily a resident in Canada.

Evidence of being an Aboriginal person will consist of such proof as:

- Indian registration in Canada;
- membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;
- acceptance as an Aboriginal person by an established Aboriginal community in Canada;
- enrolment or entitlement to be enrolled pursuant to a comprehensive land claim agreement;
- membership or entitlement to membership in a group with an accepted comprehensive claim.

Evidence of being resident in Canada includes a provincial or territorial driver's license, a lease or other appropriate document.

For further information on the Set-Aside Program for Aboriginal Business, contact the Procurement Strategy for Aboriginal Business (PSAB) of the Aboriginal Affairs and Northern Development Canada (AANDC) by email [saea-psab@aadnc-aandc.gc.ca](mailto:saea-psab@aadnc-aandc.gc.ca) or by Telephone at 1-800-400-7676.

### **Set-Asides for Aboriginal Business**

1. 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.

2. The Supplier:

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

3. The Supplier must check the applicable box below:

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

OR

- ii. ( ) The Supplier is either a joint venture consisting of 2 or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Supplier must check the applicable box below:

- i. ( ) The Aboriginal business has fewer than 6 full-time employees;

OR

- ii. ( ) The Aboriginal business has 6 or more full-time employees.

5. The Supplier must, upon request by Canada, provide all information and evidence supporting this certification. The Supplier 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 Supplier must provide all reasonably required facilities for any audits.

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

If requested by the SA and/or SO Authority, the Supplier must provide the following certification for each owner and employee who is Aboriginal:

7. I am \_\_\_\_\_ (**insert "an owner" and/or "a fulltime 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".

8. 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

## 5.5 Federal Contractors Program (FCP) for Employment Equity

Bidders must submit this certification through the DCC of CPSS by the RFSA/RSO closing date and time.

The FCP for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada - Labour to implement employment equity. In the event that this SA and/or SO would lead to a contract subject to the FCP for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the FCP for employment equity can be found on [Employment and Social Development Canada \(ESDC\) - Labour's website](#).

## 5.6 Work Force Reduction Program

Bidders must submit this certification through the DCC of CPSS by the RFSA/RSO closing date and time.

As a result of programs to reduce the public service, Bidders must provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both, pursuant to the terms of the Early Departure Incentive (EDI) Program, the Early Retirement Incentive (ERI) Program, the Forces Reduction Program, the Executive Employment Transition Program and any other current and future similar programs implemented by Treasury Board.

## 5.7 Integrity Provisions & Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Arrangement of Standard Instructions [2008](#) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2008/16>). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

All Bidders:

- a) must submit this certification through the CPSS Supplier Module- DCC by the RFSA/RSO closing date and time; and
- b) may be requested to provide related documentation to the LS team by email sometime during the bid evaluation period, such as:
  - i) bidders who are corporate entities, including those bidding as joint ventures, must provide a complete list of names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
  - ii) bidders submitting a bid as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners;
  - iii) bidders submitting a bid as societies, firms, partnerships, associates or associations of persons do not need to provide lists of names.

If the required names have not been received by the time the evaluation is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply may render the bid non-responsive. Providing the information detailed above to PWGSC is a mandatory requirement for issuance of a SA and/or a SO and any resulting contract or Call-up.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided may result in the bid being declared non-responsive.

By submitting a bid the Bidder is certifying that:

- I. it has read and understands the Code of Conduct for Procurement;
- II. it has read and understands the Ineligibility and Suspension Policy; and
- III. more importantly:
  - a) it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - b) it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
  - c) it has provided, as instructed in the solicitation, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - d) none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - e) it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

Where a Bidder is unable to provide any of the certifications required, it must submit a completed Integrity Declaration Form, which can be found at Declaration form for procurement.

Canada may declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after issuance of the SA and/or SO that the Bidder provided a false or misleading certification or declaration, Canada may cancel the SA, set aside the SO, and terminate for default any resulting contracts or call-ups. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for issuance of a SA and/or SO for providing a false or misleading certification or declaration.



## ATTACHMENT A TO COMPONENT I

### Mandatory Technical Evaluation Criteria for the Supply Arrangement and Standing Offer

All Bidders must meet the mandatory requirements of this Attachment A.

This submission process is paperless. All Bidders must submit their online response template through the DCC of the CPSS by the RFSA/RSO closing date and time as indicated on Page 1 of the solicitation.

By submitting a bid, Bidders are indicating that they consider themselves to be fully compliant in accordance with the mandatory requirements of this Attachment A and will agree to the SA terms and conditions identified in Component II of this RFSA/RSO if a SA is issued to them and/or will agree to the SO terms and conditions identified in Component III of this RFSA/RSO if a SO is issued to them.

Existing Suppliers, through the submission of the Grandfather Certification, are not required to re-qualify for any Streams and Categories for which they already have a LS SA and/or a LS SO, although they must otherwise comply with the requirements of the solicitation to maintain the Streams and Categories previously assigned.

**Example 1:** Company ABC is an Existing SA and/or SO Supplier for Stream 2 and does not wish to supply more Streams or Categories. The Existing SA Supplier would not have to provide references under M.3, but still needs to complete the DCC including compliance with the Grandfathering Certification.

**Example 2:** Company 123 is an Existing SA and/or SO Supplier for Stream 2 and wishes to supply a new Stream (Stream 1). The Existing Supplier must comply with the mandatory criteria M.2 and M.3 for Stream 1.

**Example 3:** Company 456 is an Existing SA Supplier for Stream 1 and wishes to supply the same Stream under the SO. The Existing SA Supplier would not have to provide references under M.3, and would enter the existing Stream and Categories as 'Currently Substantiated' during its bid for the SO, but would still need to complete the DCC, including entering financial rates for the Standing Offer subject to the financial evaluation criteria in Attachment B to Component I of this RFSA/RSO.

The following definitions apply to the evaluation of bids:

An "Outside Client" is any legal entity that is not a parent, a subsidiary or an affiliate of the Bidder, a member of a joint venture with the Bidder or any other entity that does not deal at arm's length with the Bidder.

A "Project" is a contractual agreement between the Bidder and an Outside Client under which the Bidder has provided professional services to the Outside Client.

The Mandatory Requirements are as follows:

- M.1 Minimum Years in Business;
- M.2 Streams;
- M.3 References Substantiation; and
- M.4 Confirmation of Business Volume.



## **M.1 Minimum Years in Business:**

In the case of Bidders who are Existing Suppliers, Canada does not require a demonstration of this requirement.

New Bidders must have carried on business as the same legal entity for a minimum of 3 years as of the closing date of this RFSA/FRSO solicitation.

**M.1.1** To demonstrate this requirement, the New Bidder must certify that it meets the minimum of 3 years in business through its DCC bid by this RFSA/FRSO solicitation closing date and time; and submit via email upon request by Canada, the documented proof of its status (such as a certificate of incorporation, business registration or tax returns) confirming the number of years it has been in business.

**M.1.2** If the New Bidder is a joint venture, each member of the joint venture must meet the minimum of 3 years in business as of the closing date of this RFSA/FRSO solicitation. The JV must demonstrate this by the same manner as **M.1.1** above.

**M.1.3** If the New Bidder has been incorporated or otherwise created less than 3 years before the closing date of this RFSA/FRSO solicitation as the result of a corporate change under which it has in law assumed all of the assets, undertaking, operational capability, skills and resources of other legal entities, Canada will consider the 3 year minimum requirement to be met if the New Bidder demonstrates to Canada's satisfaction that:

- a) the New Bidder has been incorporated or otherwise created as the result of a corporate change under which it has in law assumed all of the assets, undertaking, operational capability, skills and resources of other legal entities;
- b) the corporate change was solely for tax or other purposes unrelated to the business of the other legal entities and does not affect the ability of the New Bidder to carry on the business that had been carried on by the other legal entities;
- c) the New Bidder has carried on the business of all of the other legal entities in the normal course, uninterrupted from and after the date of the corporate change;
- d) the New Bidder, at the closing date of the RFSA/FRSO, maintains the same assets, undertaking, operational capability, skills and resources as the other legal entities had maintained before the corporate change;
- e) each of the other legal entities carried on business, uninterrupted and in the normal course, for at least 3 years.

In these circumstances, Canada may require a legal opinion from an independent law firm stating that the New Bidder meets all of the above requirements. Canada reserves the right to require other details and material to verify that the above requirements are met. If Canada is not satisfied that the above requirements have been met, the bid will be considered non-responsive. Canada reserves the right to request proof of any information provided. If the information cannot be validated, the bid will be considered non-responsive.

## **M.2 Streams**

The LS Streams and category descriptions are available at Annex A.

For each Stream being offered, a Bidder must have provided Learning Services that closely match the services outlined for that Streams as described at Annex A – Streams and Categories. The Learning Services must have been previously provided to an Outside Client within the last 3 years prior to the RFSA/FRSO closing date.

**M.2.1** For each newly substantiated Streams, New Bidders must provide in the DCC of CPSS, a reference who can substantiate that the Learning Services were provided within the last 3 years from this solicitation's closing date and as required, as per M.3 below.

**M.2.2** For each newly substantiated Streams, Existing Suppliers bidding for additional Streams must provide in the DCC of CPSS, a reference who can substantiate that the Learning Services were provided within the last 3 years from this solicitation's closing date and as required, as per M. 3 below.

For all currently held Streams being grandfathered, Existing Suppliers must submit via email upon request by Canada, the Grandfather Certification in Part 5 to Component 1 of this RFSA/RSO.

### **M.3 References Substantiation**

The Bidder must submit for each newly substantiated Stream 1 reference to substantiate the Stream, with a 2nd reference email address as a backup. References:

- a) cannot be individuals who have been employed by or acted as a consultant for the Bidder;
- b) cannot relate to work performed in whole or in part to a past of present 'casual' or 'term' employment entered into by the Bidder;
- c) cannot relate to work performed in whole or in part as a present or former government employee;
- d) must be able to substantiate that the Professional Services were provided within the last 3 years immediately prior to the closing date and time of this RFSA/RSO solicitation;
- e) must be able to substantiate that the Professional Services were provided by the same legal entity submitting a bid to this solicitation, and;

In the case of Joint Ventures:

- f) must be able to substantiate the Professional Services were provided by at least one member of a Joint Venture.

The Bidder must input the following information in the DCC of CPSS (see Attachment C of Component I for additional navigation instructions):

**M.3.1** The Bidder must substantiate a Category as follows:

Under the heading "Category References", the Bidder must complete the following fields;

- i. Client (Government Department/Company Name);
- ii. Contact Name;
- iii. Position;
- iv. Telephone;
- v. Primary E-mail Address;
- vi. Alternate E-mail Address; and
- vii. Contract/Project Reference #.

Note: with the exception of bullet 'vi', bullets 'i' through 'vii' will refer to the reference that PWGSC will contact. Should no response be received, PWGSC will send a message to the second email address (bullet 'vi'). The second email address can be from an alternate email address for the first reference (e.g. a work email address versus a personal email address) or an email address of a completely separate individual representing the same project.

Under the field "Contract/Project Reference #", the Bidder must insert the title of the Project along with the contract/call up number which matches the title of the Project.

**M.3.2** For the evaluation of each Newly Substantiated Streams, substantiating information will be obtained based on an e-mail similar to the example below sent to the reference indicated in the bid. **Bidders are encouraged to inform their references that PWGSC may be contacting them via email to validate the information during the bid evaluation period.**

The content of the substantiating e-mail may be as per the following:

Public Works and Government Services Canada has received a bid from *(Insert Bidder's legal name)* to provide professional services to the federal government. As part of PWGSC's evaluation process, your name and contact information were provided by the Bidder as the project reference that could substantiate that *(Insert Bidder's legal name)* has provided professional services that:

1. closely match the Streams listed below:

« a table of all Categories to be substantiated by the reference is inserted »

For a description of the Streams, please see Annex A.

Please indicate which option applies for each Stream listed below:

Options: Name of Stream(s), Project title, contract/call up number and joint venture name:

**"Yes"** the Bidder has provided my organization with the service(s) described above within the last 3 years preceding \_\_\_\_\_ date *(Insert closing date of RFSA/FRSO re-competition bid solicitation)*.

**"No"** the Bidder has not provided my organization with the service(s) described within the last 3 years from \_\_ date *(Insert closing date of RFSA/FRSO re-competition bid solicitation)*.

2. I am unwilling or unable to provide any information about the listed services.

NOTE: If you have employed, or if you are or have been employed by or acted as a consultant for the Bidder, option "2" is the most appropriate response.

Should you have any questions regarding this reference check process, please do not hesitate to contact the undersigned."

**M.3.3** The response received from a reference will be used to determine the compliancy of each Stream, as follows:

- a) The reference indicates a "Yes" relating to the Stream requested: This substantiates the Stream and the Bidder's SA and/or SO will include that Stream if all other requirements are met.
- b) The reference indicates a "No" or "2" relating to a Stream requested: This does not substantiate the reference and that particular Stream will not be included in the Bidder's SA or SO, should one be awarded.
- c) In the event that no response is received from the 1st reference by the due date stated in the original email: an email will be sent to the 2nd reference requesting that they respond to the questions

- stated. If no response is received to the second request by the time and date indicated in the email, that particular Stream will not be included in the Bidder's SA or SO, should one be awarded.
- d) In the event information is received via return email that the original email sent to the 1<sup>st</sup> reference was improper, or the email address is no longer valid, or the 1<sup>st</sup> reference is absent for a time beyond the response due date required by PWGSC, the evaluation team will send the email to the 2nd reference in accordance with article c) above. If information is received via return email that the email sent to the 2nd reference was invalid or the 2nd reference is absent, the reference check process will end. The Bidder will be deemed non-compliant in that Stream will not be included in the resulting SA or SO, should one be awarded. The Bidder can re-apply for that Stream at a SA refresh or a SA/SO re-competition.
  - e) In the event both references decline the reference substantiation process for that Stream, the Bidder will be deemed non-compliant in that Stream. The Bidder can re-apply for the Stream at a SA refresh or a SA/SO re-competition.

#### **M.4 Confirmation of Business Volume**

In the case of Bidders who are Existing Suppliers, Canada does not require a demonstration of this requirement.

**M.4.1** Within the last 3 years of the closing date and time of this RFSA/FRSO solicitation, New Bidders must have invoiced a gross business volume in sales in the amount of at least:

- **Stream 1:** \$150 000 Strategic Learning Advisory Services ;
- **Stream 2:** \$150 000 Instructional Design and Development Services ;
- **Stream 3:** \$150 000 Research, Analysis and Custom and Rapid Learning Product Programming ;
- **Stream 4:** \$150 000 Multi-Media Design and Development ;
- **Stream 5:** \$150 000 Training Delivery ;
- **Stream 6 :** \$50 000 Evaluation.

To demonstrate this requirement New Bidders must:

- i. agree that it meets this mandatory requirement through its DCC submission; and
- ii. submit via e-mail upon request by Canada, proof of compliance (e.g. financial information, invoices, tax returns, etc.).

**M.4.2** If the New Bidder is a joint venture, the Business Volume requirement and proof of compliance can be met by a total of the gross business volume of the joint venture members.

For example, if JV Member 1 has invoiced a gross business volume in sales of \$300,000 CDN within the last 5 years preceding the closing date of the RFSA/FRSO solicitation, and JV Member 2 has invoiced a gross business volume in sales of \$250,000 CDN within the 5 five years preceding the closing date of the RFSA/FRSO solicitation, their JV has met the mandatory criteria.

**M.4.3** PWGSC reserves the right to verify the provided proof of compliance at any time prior to and after SA and/or SO award. Untrue statements may result in the bid being considered non-responsive, the

SA and/or SO being deactivated, or any other action which Canada may consider appropriate, including the suspension, withdrawal, or set-aside of the SA and/or SO.

## ATTACHMENT B TO COMPONENT I

### Standing Offer Financial Evaluation

If a bid contains an offer, Bidders must submit a financial offer in response to this solicitation through the DCC of the CPSS. The financial offer will be evaluated in accordance with the financial evaluation methodology stated in this Attachment B. By submitting an offer, Bidders are indicating that they consider themselves to be fully compliant to every requirement of this Attachment B and will agree to the SO terms and conditions identified in Component III if a SO is issued to them.

All financial evaluations will be based on firm per diem rates in Canadian Funds for each Level of Expertise for each Category offered in each Region or Metropolitan Area selected.

#### 1. Provision of Firm Per Diem Rates

A Bidder's DCC submission must contain per diem (daily) rates for:

- a) all Categories it proposes to provide, as entered in the CPSS Supplier Module – DCC (See Attachment C); and
- b) all corresponding Levels of Expertise for each proposed Category for which it wishes to be considered; and
- c) one or more Region(s)/Metropolitan area(s) for which it wishes to be considered.

Only those Categories, Levels of Expertise, Regions, and Metropolitan Areas for which per diem rates are proposed will be evaluated.

The per diem rates are to be firm, all-inclusive rates in Canadian Funds, excluding applicable taxes. For foreign-based Bidders, per diem rates must exclude Canadian customs duties and excise taxes, as applicable. Canadian customs duties and excise taxes payable by the consignee will be added, for evaluation purposes only, to the prices submitted by foreign-based Bidders.

For information regarding the standardized national approach to travel and living expenses for standing offers, Bidders are encouraged to visit the [Standing Offer Travel and Living Information](#) web page.

#### 2. Conduct of Financial Evaluation

PWGSC will conduct a financial evaluation against all technically responsive bids by comparing the relative cost of the per diem rates in each Region/Metropolitan Area for each Category and Level of Expertise.

Any offer proposing a per diem rate that falls between the “Median” minus 30% and the “Median” plus 30% for a specific Category and Level of Expertise within a Region and Metropolitan Area will be considered financially responsive and recommended for the issuance of a SO.

The “Median” will be calculated based on the per diem rates submitted by all Bidders for that Category, Level, Region/ Metropolitan Area. A “Median” is the middle per diem rate in a set of per diem rates whereby half the per diem rates are greater and half are lower.

**Example 1:** in the following uneven number of per diem rates: 100, 150, 200, 400, 900, the median would be 200, while the median minus 30% would be 140 and the median plus 30% would be 260, thus rendering the per diem rates 150 and 200 financially compliant.

**Example 2:** In the following even number of per diem rates: 100, 150, 200, 300, 400, 900, the median is calculated by adding together the middle pair of per diem rates and dividing by two:

250. The median minus 30% would be 175 and the median plus 30% would be 325, thus rendering the per diem rates 200 and 300 financially compliant.

Any offer proposing a Category and Level of Expertise with a per diem rate outside of the plus or minus 30% will be considered financially non-responsive for that particular Category and Level of Expertise.

For Bidders proposing per diem rates that are within the plus or minus 30%, their offers will be considered responsive, and they will be recommended for the issuance of a SO. Each individual SO issued will specify the awarded Categories via Annex C.

## ATTACHMENT C TO COMPONENT I

### Guide to Centralized Professional Services System (CPSS) Data Collection Component (DCC) Bidding

To access the Centralized Professional Services System (CPSS) ePortal and its Data Collection Component (DCC):

New Bidders must first enroll in the CPSS Supplier Module, beginning at the [Enrolment Instructions for Suppliers](#) web page.

Bidders must contact CPSS directly for enrolment questions or assistance: [tpsgc.sspc-cpss.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.sspc-cpss.pwgsc@tpsgc-pwgsc.gc.ca)

Bidders must log into CPSS via the [Supplier Credential Verification](#) login.

#### The following steps are provided to assist Bidders through the CPSS bidding process:

- 1) Once a CPSS profile is created and the Bidder has logged into CPSS, they must find the Solicitation Dashboard link on the left-hand side of the screen.
- 2) Select the LS solicitation from the Solicitation Dashboard under the title "Open Solicitation".
- 3) The Bidder is now within the CPSS Data Collection Component (DCC), or "Response Template."
- 4) A Bidder's Supplier Main Contact (SMC) account is able to designate up to two other individuals as Contacts who are able to enter and modify data for the Response. Select the appropriate Contact Persons for Contact One and Contact Two, if desired. Click "Save Designated Contacts." Those individuals should receive an automatically generated e-mail with login credentials from CPSS via e-mail.
- 5) Go To "Tiers", select all the components to be bid for, whether SO, SA-Tier 1, SA-Tier 2, or any combination, and click Save. Click "Return to Response Home Page".
- 6) Go to "Company Information". Complete/confirm the information on the page and click "Save". If the Bidder is a Joint Venture, click on "Enter your joint venture information", enter the information for each JV member and click save after each one. Click "Return to Response Home Page."
- 7) Go to "Regional Information." Select the areas for which the Bidder wishes to provide Professional Services and Click "Update".
  - a) Still on the Regional Information page, scroll down to "Regional Contact Information and select, or input and then select, the contact person for each of the Regions and Metropolitan areas from the drop down lists and click "Update". Regional Contacts must be submitted for all Regions/Metropolitan Areas.
  - b) Still on the Regional Information page, scroll down to "Local Offices" and select, or input and then select, a local office for any Regions/Metropolitan Areas, as applicable and click "Update."



- c) Still on the Regional Information page, scroll down to "Language Preferences" scroll and select the language preference from the drop down menus for each Region/Metropolitan Area and click "Update."
- 8) Important: All of the contact, local office, and language preference information entered in steps 7a, 7b, and 7c can be modified by the Bidder at any time after award, but regions themselves cannot be added or changed except during a solicitation bid submission (either during a refresh period or a full re-competition). Click "Return to Response Home Page."
- 9) Go to "Mandatory Criteria". Create groups as follows:
  - a) If the intent is to bid for the same Categories across the SO, SA-Tier 1, and/or SA-Tier 2 components, click all check boxes applicable and then click "Add". This will create a "Group 1" containing all components.
  - b) If there is a need to bid for different categories between components (e.g. five categories in the SA-Tier 1 and SO and only four categories in SA-Tier 2) click only the check boxes for the desired components (in this example, SA-Tier 1 and SO) before clicking 'Add'. This will create a "Group 1" containing only the first two components (e.g. the SA-Tier 1 and SO). A 'Group 2' can then be created for the next component (e.g. SA-Tier 2).
  - c) Important: For each Group that is created, the applicable mandatory criteria must be entered separately.
- 10) Click "Group 1" (or other Group, if needed).
- 11) Go to "Number of Months in Business", review the information and enter the date the bidder's business was established in the space provided. In the Page Reference field enter "None". If this is a joint venture, include the date the JV was established, then the information requested for each JV member and "Save". Click the "Return to Mandatory Criteria" link.
- 12) Go to "Stream Information". Review the text on the page and for each Stream indicate if the Stream is "Currently Offered", "Newly Offered", or "Not Offered". Existing Suppliers may have greyed-out information. Click "Save" to proceed to Categories and References.
  - a) Existing SA or SO holders with substantiated categories in one Tier or Component (e.g. SA Tier 1) wishing to bid for a new Tier or Component (such as the SO) must mark the Streams for the new Tier or Component as 'Currently Offered' in order to later be able to identify its Categories as 'Currently Substantiated'.
- 13) The page will refresh with "View Categories" links now available. Click the "View Categories" link beside a given Stream to see that Stream's "Categories" page. All Categories relevant to that particular Stream will be listed in a table.
- 14) Indicate the "Status" of each Category by using the dropdown menu. Once all categories have a status entered, click "Save" and the page will refresh.
- 15) A "Substantiate Reference" link will appear for each Category you have marked with "Newly Substantiated". Click on the "Substantiate Reference" link to input the Category Reference for that

category. Click 'Save', then 'Return to Categories'. This process will need to be repeated for the remainder of the Categories being bid for.

- 16) If you have selected the "Newly Unsubstantiated" option for a Category, a dropdown list will appear under the "Additional Rank" column where you indicate the priority in which you would like to receive these Unsubstantiated Categories. Click "Save" and the page will refresh.
- 17) This process will need to be repeated for all of the Streams and Categories being sought, and for each Group created during step 9. When all Streams and Categories are completed, click "Save" and "Return to Mandatory Criteria".
- 18) Click "Confirmation of Business Volume". Review the text on the page and then click the "I agree" check box to agree to the statement. Be sure to review Mandatory M.4 from Attachment A of the RFSA/FRSO before agreeing. Click "Save". Click the "Return to Response Home Page" link.
- 19) Go to "Certifications" and complete each certification as stated within the RFSA/FRSO. Ensure all information is individually completed and saved. Click "Return to Response Home Page".
- 20) If bidding for the SO, go to "Financial Rates for Standing Offer". Enter a per diem rate for each Category, each level, and for each Region and Metropolitan Area. Use the 'copy information' option if you wish to copy rates from one region into another. Make sure to enter financial rates for all Categories, level, and Regions/Metropolitan Areas and to click 'Save'. Click "Return to Response Home Page."
- 21) If bidding for the SA, go to "Services Offering for Supply Arrangement". Confirm or change as needed all levels being bid for against all Regions/Metropolitan Areas. Click 'Save' and "Return to Response Home Page."
- 22) If all information is completed and the submission is ready, change all Status Indicators stating "In Progress" to "Completed" and click "Save Response."
- 23) At this point the bidder has NOT SUBMITTED the bid.
- 24) **Click "Submit Response" to send the submission to PWGSC.** The Bidder should automatically receive a confirmation e-mail at the e-mail address associated with the SMC User ID.

## **COMPONENT II – RESULTING SUPPLY ARRANGEMENT, BID SOLICITATION AND MODEL RESULTING CONTRACT CLAUSES**

### **PART A – SUPPLY ARRANGEMENT (SA)**

#### **1. Supply Arrangement**

The Learning Services method of supply is a government-wide procurement vehicle designed to provide access to pre-qualified Suppliers who can create, update or convert government owned training courses including training material for Traditional Classroom based training, ELearning / on-line training and Blended Learning as well as deliver government owned training.

This procurement methodology has been developed to cover 6 areas of expertise commonly requested: Strategic Learning Advisory Services, Instructional Design and Development Services, Research, Analysis and Custom and Rapid eLearning Product Programming, Multi-Media Design and Development, Training Delivery and Evaluation.

Tasks are finite work assignments that require one or more consultants to complete. A task involves a specific start date, a specific end date and set deliverables. Tasks are usually not large projects, although they may be subsets of a larger project. Tasks may require highly specialized work to be performed requiring a rare or unique skill or knowledge for a short period of time.

The SA encompasses only those Services described in Annex A « Streams and Categories», which are further identified in the case of each specific SA holder in Annex C– Qualified Categories at issuance of the SA.

In addition to the Clauses and Conditions enumerated in Section 3 below, contracts resulting from this SA can, at the discretion of Identified Users, incorporate: Task Authorizations, various security requirements, options to extend the contract (within the scope of the applicable Tier), & Limitations of Expenditure & Liability.

#### **2. Security Requirement**

- a) The Supplier must, at all times during the performance of the SA hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), PWGSC. The SA Authority may verify the Supplier's security clearance with CISD of PWGSC at any time during the period of the SA.
- b) The requirements to be procured under this SA are subject to the requirements in the Security Requirement Check Lists (SRCL's) identified in each individual bid solicitation. Each bid solicitation will identify the SRCL that will apply to any resulting contract.
- c) Subcontracts which contain security requirements ARE NOT to be awarded without the prior written permission of CISD/PWGSC.
- d) In the case of Joint Ventures or Amalgamations, the highest level of corporate security attainable through CISD of PWGSC is the lowest level held by any single member of the JV or amalgamation. For example: a Joint Venture with 5 members is comprised of 4 members holding a valid Facility Security Clearance (FSC) at the Secret level and 1 member holding a valid Designated Organization Screening (DOS). The highest corporate security level for which the Joint Venture would be considered under this SA framework would be DOS, until such time as the member holding a valid DOS clearance has requested sponsorship via the SA Authority and obtained a valid FSC at the secret level issued by CISD.

- e) Additional security checks may be conducted by the Identified User.

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the SA and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by PWGSC.

[2020](#) (2016-04-04) General Conditions - Supply Arrangement - Goods or Services (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2020/14>), apply to and form part of the SA.

#### 3.1 Resulting Contract Clauses

The conditions of any contract awarded under this SA will be in accordance with Part C – Resulting Contract Clauses.

#### 3.2 Supply Arrangement Reporting

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the SA.

The Supplier must provide this data in accordance with the reporting requirements detailed in the [Quarterly Usage Report Instructions](#). If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report. Canada reserves the right to change the "NIL" reporting procedure at any time.

The data must be submitted on a quarterly basis to the SA Authority. Electronic reports must be completed and forwarded to the SA Authority by email at the following address [TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca), no later than 15 calendar days after the end of the quarterly report.

The quarterly reporting periods are defined as follows:

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

Failure to provide fully completed quarterly reports in accordance with the above instructions may result in the setting aside of the SA and the application of a vendor performance corrective measure.

### 4.0 Term of the Supply Arrangement

#### 4.1 Period of the Supply Arrangement

The SA is valid from date of SA issuance and ends 18 months later. Canada may, by notice in writing to all SA suppliers and by posting on the [Government Electronic Tendering System](#), cancel this SA or its Categories or Stream(s) by giving all SA suppliers at least 30 calendar day's notice of the cancellation.

## 4.2 Ongoing Opportunity to Qualify

Opportunities for additional bidding may be made available by Canada during which a Supplier may choose to submit a bid containing an entirely new bid, or may propose to modify its SA by adding Streams. Participation in the refresh solicitations is entirely optional and not required to maintain any LS SA.

This schedule may require a revision due to operational requirements, in which case Suppliers will be advised.

<b>LS opportunity to qualify Calendar</b>			
	<b>Estimated Posting Date</b>	<b>Estimated Closing Date</b>	<b>Estimated Date of Award</b>
Refresh Period 1	April 3, 2017	June 30, 2017	September 29, 2017
Refresh Period 2	July 4, 2017	September 29, 2017	December 29, 2017
Refresh Period 3	October 2, 2017	December 29, 2017	March 29, 2018
Refresh Period 4	January 2, 2018	March 29, 2018	June 29, 2018

It is important to note that Suppliers will not be eligible to submit a bid in a refresh period directly following another. For example, if a Supplier submits a bid at Refresh Period 1, the Supplier will not be eligible to submit a bid at Refresh Period 2 as the Supplier's profile will be disabled in the DCC while the bid is evaluated. This will in no way impact the search results for an existing Supplier's current SA.

All SAs whether issued during a refresh solicitation period or a re-competition will be replaced when a re-competition solicitation occurs. Therefore, all Suppliers must submit an arrangement before the closing date of a re-competition solicitation in order to provide services under their resulting SA.

## 5. Authorities

### 5.1 Supply Arrangement (SA) Authority

The SA Authority is:

Jean-Sébastien Deslauriers, Team Leader  
 Training and Specialized Services Division– ZH  
 Public Works and Government Services Canada  
 Acquisitions Branch, Professional Services Procurement Directorate  
 11, Laurier Street, Place du Portage  
 Phase III, 10C1  
 Gatineau, Quebec K1A 0S5  
 E-mail: [TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca)

The SA Authority (or its authorized representative) is responsible for the issuance of the SA, its administration and its revision, if applicable. Upon the issuance of an arrangement solicitation under the SA by a Client (Federal Department User), that Client's Contracting Authority is responsible for any contractual issues relating to the contract solicited. Any changes to the SA must be authorized in writing by the SA Authority.

The SA Authority is the main delegated authority on behalf of Canada and the Minister for the administration and management of this SA. The SA Authority will act as the overall maintainer of the LS SA pre-qualified Supplier's list and will be responsible for ensuring the administration of all SAs.

## 5.2 Supplier's Representative

The Supplier's Representative is the central point of contact for the Supplier on all matters pertaining to this SA. The Supplier confirms that this individual has the authority to bind the Supplier. It is the Supplier's sole responsibility to ensure that the information related to the Supplier Representative is correct. If a replacement or a new Supplier Representative is required, the Supplier will:

- a) inform CPSS by e-mail at [tpsgc.sspc-cpss.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.sspc-cpss.pwgsc@tpsgc-pwgsc.gc.ca), and
- b) inform the SA Authority by e-mail at [TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca) and provide the following information:
  - Name;
  - Telephone Number; and
  - E-mail.

The Supplier may designate another individual to represent the Supplier for administrative and technical purposes under any contract resulting from this SA.

## 5.3 Supplier's Information

Suppliers are responsible for the maintenance of their tombstone data in CPSS. Suppliers must also safeguard the credentials released to the Main Supplier Contact (MSC) and Supplier's Contacts that enable access to the Supplier Module of CPSS.

Canada will not delay or cancel any solicitation or contract process due to a supplier's inability to access, modify or validate such credentials, or because of any claim that such credentials were used without proper authorization.

## 6. Identified Users (Clients)

Subject to signing a Master Level User Agreement, the Identified Users (also called Clients) include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, IV, and V of the *Financial Administration Act*, R.S., 1985, c. F-11 and any other party for which the Department of PWGS has been authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act*.

Canada may, at any time, withdraw authority from any of the Identified Users to use the SA.

## 7. Priority of Documents

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

- a) the articles of the Supply Arrangement;
- b) the general conditions [2020](#) (2016-04-04), General Conditions – Supply Arrangement – Goods or Services;
- c) Annex C – Qualified Streams and Categories;
- d) Annex A – Streams and Categories;
- e) Annex B – Generic Security Requirements Checklists (SCRLs); and
- f) the Bidder's bid received in response to the Request for Supply Arrangement.

## **8. Certifications**

### **8.1 Compliance**

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

### **9. Applicable Laws**

The SA and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada. Unless otherwise stipulated in the Supplier's bid or resulting contract.

### **10. Suspension or Cancellation of qualification by Canada**

In addition to the circumstances identified in article 09 of the General Conditions 2020 (2016-04-04), Supply Arrangement – Goods or Services, Canada may, by sending written notice to the Supplier, suspend or cancel the SA where the Supplier has made public any information that conflicts with the terms, conditions, pricing or availability of systems identified in this SA, or where the Supplier is in default in carrying out any of its obligations under this SA.

### **11. Aboriginal Business Certification (if applicable)**

- 11.1** Where an Aboriginal Business Certification has been provided, the Supplier warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.
- 11.2** If such a Certification has been provided, the Supplier must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of 6 years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Supplier must provide all reasonably required facilities for any audits.
- 11.3** Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

### **12. Delivery Requirements within a Comprehensive Land Claims Area**

The SA is not to be used for deliveries within a Comprehensive Land Claims Area (CLCA). All requirements for delivery within a CLCA are to be submitted to the Department of PWGSC for individual processing.



### 13. Environmental Considerations

As part of Canada's 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, Suppliers should:

a) Regarding paper consumption:

- Provide and transmit draft reports, final reports, other documents and arrangements in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Identified User.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security Requirements).

b) Regarding travel requirements:

- The Supplier is 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 search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honor the pricing for contractors.
- Use of public/green transit where feasible.

### 14. Insurance Requirement

#### 14.1 Insurance Requirements For Stream 1, Stream 2 and Stream 3 Categories Under Tier 1

The Supplier is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Supplier is at its own expense and for its own benefit and protection. It does not release the Supplier from or reduce its liability under the contract.

#### 14.2 Insurance Requirement For Stream 4 and Stream 5 Categories Under Tier 1 and All Streams And Categories Under Tier 2

**14.2.1** The Supplier must maintain the following insurance requirements for the duration of the contract. Compliance with the insurance requirements does not release the Supplier from or reduce its liability under the contract.

The Supplier is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Supplier's expense, and for its own benefit and protection.

The Supplier must forward to the Contracting Authority within ten (10) working days after the date of award of the contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Supplier must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



**14.2.2** The Supplier must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Supplier's performance of the contract. The interest of Canada should read as follows: Canada, as represented by PWGSC.
- b) Bodily Injury and Property Damage to third parties arising out of the operations of the Supplier.
- c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Supplier and/or arising out of operations that have been completed by the Supplier.
- d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e) Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual provisions.
- g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) calendar days written notice of policy cancellation.
- k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the contract.
- l) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Supplier's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Supplier's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**14.2.3** In addition to the insurance requirements detailed in 14.2.2 above:

The Supplier must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the contract.

The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) calendar days written notice of cancellation.

## **15. 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 professional services contract as a result of an arrangement solicitation under the SA. Accordingly, if any contract resulting from a solicitation under this SA permits payment to a Contractor in its Basis of Payment for Travel and Living expenses, such expense will only be reimbursed in accordance with the information provided in CPSS ePortal- [Supply Arrangement Travel and Living Information](#).

## **16. Regions and Metropolitan Areas**

[Definitions of the Remote/Virtual Access, Regions and Metropolitan Areas](#) are incorporated by reference into this SA. For the purposes of this SA, the Remote/Virtual Access is to be considered as another Region.

The following Regions and Metropolitan Areas may receive professional services under this SA where a Supplier is qualified to do so:

### **Regions:**

- National Capital Region
- Atlantic
- Quebec
- Ontario
- Western
- Pacific
- Remote/Virtual Access: This is a separate Region and does not include any of the other Regions or Metropolitan Areas. It is a zone that is used when a Client has no preference in terms of where the work is performed.

**Metropolitan Areas:**

- National Capital
- Halifax
- Moncton
- Montreal
- Quebec City
- Toronto
- Calgary
- Edmonton
- Saskatoon
- Winnipeg
- Vancouver
- Victoria

## **PART B - BID SOLICITATION**

### **1. Bid Solicitation Documents**

Canada will use the High Complexity (HC) bid solicitation template based on the estimated dollar value and complexity of the requirements. The HC template is available in the [Standard Acquisition Clauses and Conditions Manual](#). A model RFP and resulting contract clauses for use for Identified Users is available.

The bid solicitation will contain as a minimum the following:

- a) security requirements;
- b) a complete description of the Work to be performed;
- c) 2003, Standard Instructions - Goods or Services - Competitive Requirements;
- d) bid preparation instructions;
- e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- f) evaluation procedures and basis of selection;
- g) financial capability (if applicable);
- h) certifications; and
- i) resulting contract clauses.

### **2. Bid Solicitation Process**

#### **2.1 General**

Bids will be solicited for specific requirements within the scope of the SA from Suppliers who have been issued a SA.

A bid solicitation will be posted on GETS (or as applicable with a GoC web-based electronic procurement tool) or will be e-mailed directly to Supplier, depending on the selection methodology selected by the Client. Both methods of selection require that a notice of proposed procurement (NPP) be published simultaneously on GETS with the issuance of the invitation to suppliers.

Canada may consolidate requirements across Clients and award Contracts on a periodic basis to receive best or better pricing.

#### **2.2 Identification of Contract Authorities**

Provided a Client has the legal authority to contract, it may choose to award contracts under this SA in accordance with the Tier 1 or Tier 2 Requirement Limitations described below. All contracts for Clients without authority to contract under Tier 1 or Tier 2 will be managed by PWGSC.

**Tier 1:** Requirements up to an including \$2M: client or PWGSC

**Tier 2:** Requirements greater than \$2M: PWGSC

## **2.3 Tier 1 Requirement Limitations:**

Clients may award contracts to Suppliers qualified in the applicable Stream(s) only in accordance with the following:

### **2.3.1 Requirement valued below \$25,000 (GST/HST included):**

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

### **2.3.2 Requirement valued up to the NAFTA threshold:**

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

### **2.3.3 Requirement valued greater than the NAFTA threshold but less than or equal to \$2M:**

A minimum of 15 Qualified Active Suppliers must be invited (using e-mail or GETS) to submit a proposal in response to a bid solicitation. A Notice of Proposed Procurement (NPP) will be posted on GETS for all requirements. Suppliers may be invited using either e-mail or GETS.

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

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

## **2.4 Tier 2 Contract Limitations:**

Canada may compete work and award contracts to Qualified Active Suppliers in accordance with the following:

### **2.4.1 Requirement valued greater than \$2M (Tier 2):**

Canada will invite all Qualified Active Suppliers (using e-mail or GETS) to submit a proposal in response to a bid solicitation. A Notice of Proposed Procurement (NPP) will be posted on GETS for all requirements. Suppliers may be invited using either e-mail or GETS.

### **2.4.2 Minimum Bidding Period:**

As a minimum, each SA Bid Solicitation of Tier 2 issued under this SA framework will provide Qualified Active Suppliers with a minimum of 20 days to respond. The time limit for bidding may be extended based upon the complexity of the requirement.

## **2.5 All Invited to Bid**

For a requirement in Tier 1, all Suppliers qualified in each relevant Stream, Region and Metropolitan Area will be invited by e-mail or GETS to bid where any Supplier has been provided with a request for information in respect of services that in whole or in part appear in the requirement to be solicited under this SA.

## **2.6 Disclosing of Incumbent Information**

By submitting a bid, the Supplier agrees that during a solicitation under this SA, if the Supplier has performed services for Canada under any current or past LS instrument, Canada may disclose such fact (including the previous contract value and date of issuance) during any such solicitation for replacement or follow-on services.

## PART C - RESULTING CONTRACT CLAUSES

All clauses and conditions identified by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by PWGSC.

A model RFP and resulting contract clauses document is available for use for Identified Users of the LS SA. Individual resulting contract clauses may be modified to suit individual Client requirements, however the conditions of any contract awarded under the LS SA will be in accordance with the following:

### 1. GENERAL CONDITIONS – HIGHER COMPLEXITY – SERVICES

The conditions of any contract awarded under this Supply Arrangement will be in accordance with: 2035 (Client enters date) General Conditions - Higher Complexity – Services, with the following replacements:

Section 08 – Replacement of Specific Individuals, of 2035 (Client enters date) General Conditions – Higher Complexity – Services is deleted and replaced with the following:

- a) if the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within 5 working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within 10 working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
  - i. the name, qualifications and experience of a proposed replacement immediately available for Work; and
  - ii. security information on the proposed replacement as specified by Canada, if applicable.

Any assessment of the information provided will occur as per 2 (b) below.

- b) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
  - i. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Article titled "Default of the Contractor"; or
- c) assess the information provided under a (i) and a (ii) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in b (i) above, or require the Contractor to propose another replacement within five working days' notice.
- d) Where an Excusable Delay applies, Canada may require a (ii) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.
- e) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a

case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

- f) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

Section 17 - Interest on Overdue Accounts, of 2035 (Client enters date) General Conditions - Higher Complexity - Services - will not apply to payments made by credit cards.

With respect to Section 30 - Termination for Convenience, of 2035 (Client enters date) General Conditions - Higher Complexity - Services, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

- 04) The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
- 05) Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:
- a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination; or
  - b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
- 06) The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

## **2. Professional Services**

- a) The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b) If the Contractor fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within 10 working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.



### 3. Reorganization of Client

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 any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

### 4. No Responsibility to Pay for Work not performed due to Closure of Government Offices

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

### 5. Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

### 6. Joint Venture Contractor

The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: *(list all the joint venture members named in the Contractor's bid)*.

With respect to the relationship among the members of the joint venture Contractor, each member agree, represents and warrants (as applicable) that:

- a) \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the contract;
- b) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
- c) all payments made by Canada to the representative member will act as a release by all the members.

All the members agree that Canada may terminate the contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the work in any way.

All the members are jointly and severally or solidarily liable for the performance of the entire contract.

The Contractor acknowledges that any change in the membership of the joint venture (i.e. a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject of the assignment provisions of the General Conditions.

Note to Supplier: this article will be deleted if the supplier awarded the contract is not a joint venture. If the supplier is a joint venture this clause will be completed with the data provided in its bid.

## **ANNEX A**

### **Learning Services Supply Arrangement / Standing Offers- Streams and Categories**

Details of the general service definitions for the LS Streams and Categories is as follows:

#### **Background**

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

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

Stream 1 – Strategic Learning Advisory Services

Stream 2 – Instructional Design and Development Services

Stream 3 – Research, Analysis and Custom and Rapid eLearning Product Programming

Stream 4 – Multi-Media Design and Development

Stream 5 – Training Delivery

Stream 6 – Evaluation

#### **Language Requirement**

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

#### **Applicable Documents**

The following documents form part of requirements to the extent specified herein, and are supportive of the Requirements when referenced below.

All other document references are to be considered supplemental information only.

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

In addition to the documents specified above, the following documents form part of the requirements for requirements from the Department of National Defence where referenced below.

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

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

Additional applicable documents may be included with individual requirements.

## **REQUIREMENTS**

### **Stream 1 STRATEGIC LEARNING ADVISORY SERVICES**

#### **Senior Learning Advisor**

##### **1. Analyze learning requirements**

Tasks of the Senior learning advisor include, but are not limited to:

- 1.1 Analyze the organizational need and the need for learning;
- 1.2 Identify the actual situation, the situation and the gap between the two situations
- 1.3 Identify the skills and abilities acquired and the skills and abilities to be developed
- 1.4 Discover and analyze the causes and challenges of the observed variances;
- 1.5 Propose a training solution that takes into account organizational issues.
- 1.6 Provide a variety of training options.
- 1.7 Develop processes to diagnose the current situation in the organization.
- 1.8 Develop tools for data collection.
- 1.9 Analyze the data collected.
- 1.10 Writing a report with apprenticeship recommendations.

##### **2. Develop learning strategies**

In developing learning strategies, the learning specialist must perform the following duties:

- 2.1 Develop a learning strategy based on a learning needs analysis.
- 2.2 Define the learning strategy (objectives, methods, approaches and activities).
- 2.3 Identify learning solutions aligned to the needs of the organization.
- 2.4 Identify and establish a plan of action in terms of resources, costs and timeframes required for training
- 2.5 Identify a learning assessment plan.

#### **DELIVERABLE PRODUCTS MAY INCLUDE:**

1. Strategic plans;
2. Analysis and / or Strategy Reports;
3. Statistical report on the current state of the organization in terms of learning;
4. Research papers;
5. Tools (questionnaires and maps);
6. Information and briefing sessions.

#### **MINIMUM COMPETENCIES OF THE PROFESSION:**

**M.1** Must hold a second-cycle university degree and specialization in one of the following fields: education, adult learning, distance learning or e-learning.

**M.2** Must have at least 5 years of experience as a Strategic Learning Advisor.

**M.3** Must have completed at least 3 analyzes of learning needs over the past 5 years.

**M.4** Must have completed at least 3 learning strategy plans over the past 5 years.

**OR**

**M.1** Must have first- second-cycle university degree and specialization in 1 of the following areas: education, adult learning, distance learning or e-learning.

**M.2** Must have at least 7 years of experience as a Strategic Learning Advisor.

## **Stream 2**

### **Instructional Design and Development Services**

#### **Instructional Design and Development Services**

##### **1. Learning Designer**

Tasks of the Course Designer include, but are not limited to:

1.1 Conduct needs assessments to review performance issues including:

- 1.1.1 Conduct performance analyzes;
- 1.1.2 Conduct case analyzes;
- 1.1.3 Find solutions and make recommendations.

1.2 Help clarify the expected outcomes of education and training to ensure optimal performance at work including:

- 1.2.1 Analyze the tasks of a position;
- 1.2.2 Specify performance, education and learning objectives;
- 1.2.3 Produce qualification standards (NORQUAL) and knowledge standards.

1.3 Describe and select a training program including:

- 1.3.1 Define the characteristics of the learner;
- 1.3.2 Establish integrated instruction and learning strategies;
- 1.3.3 Specify instructional strategies;
- 1.3.4 Specify the learning content and establish course guidelines;
- 1.3.5 Produce course guidelines (design guidance documents, scenarios, participant and instructor manual, drawings, etc.).

1.4 Produce effective instructional materials in accordance with development guidelines including:

- 1.4.1 Identify training / performance requirements and identify sources of learning materials;
- 1.4.2 Make recommendations on the purchase of teaching aids;
- 1.4.3 Developing guides
- 1.4.4 Produce teaching materials;
- 1.4.5 Submit training materials to beta tests and formative or pilot evaluations to ensure compliance with prescribed standards and client requirements and revise as necessary;
- 1.4.6 Data and corresponding level of Bloom taxonomy;
- 1.4.7 Prepare instructors to use or implement instructional materials in instructional programs;
- 1.4.8 Evaluate instructional materials to determine whether they can be converted in whole or in part for e-learning.

#### **DELIVERABLE PRODUCTS MAY INCLUDE:**

- 1 Needs Assessment Report;
- 2 Plan of instruction (PLANIN) or program;
- 3 Design Guide;
- 4 Scenarios;
- 5 Activities;
- 6 Exercises;

- 7 Presentation;
- 8 Educational material.

## **MINIMUM COMPETENCIES OF THE PROFESSION**

### **Senior Learning Designer**

**M.1** Must hold second-cycle university degree and specialization in 1 of the following fields: education, adult learning, distance learning or e-learning.

**M.2** Must have at least 5 years experience in course design.

**M.3** If e-learning is part of the application, must have at least 2 years experience in designing e-learning products.

OR

**M.1** Must have first cycle university degree and specialization in one of the following fields: education, adult learning, distance learning or e-learning.

**M.2** Must have at least 7 years experience in course design.

**M.3** If e-learning is part of the application, must have at least two (2) years experience in designing e-learning products.

OR

**M.1** Must have a college diploma (any field) or a university degree (any field).

**M.2** Must have at least nine (9) years experience in course design.

**M.3** If e-learning is part of the application, must have at least two (2) years experience in designing e-learning products.

### **Intermediate learning designer**

**M.1** Must hold a second-cycle university degree and specialization in one of the following fields: education, adult learning, distance learning or e-learning.

**M.2** Must have at least one (1) year of experience in course design.

**M.3** If e-learning is part of the application, must have at least one (1) year of experience in designing e-learning products.

OR

**M.1** Must have an first cycle university degree and specialization in one of the following fields: education, adult learning, distance learning or e-learning.

**M.2** Must have at least three (3) years experience in course design.

**M.3** If e-learning is part of the application, must have at least one (1) year of experience in designing e-learning products.

OR

**M.1** Must have a college diploma (any field) or a university degree (any field).

**M.2** Must have at least five (5) years experience in course design.

**M.3** If e-learning is part of the application, must have at least one (1) year of experience in designing e-learning products.

#### **Junior Designer in Apprenticeship**

**M.1** Must hold an first-cycle university degree (any field).

**M.2** Must have at least one (1) year of experience in course design.

**M.3** If e-Learning is part of the application, must have at least six (6) months experience in designing e-learning products.

#### **OR**

**M.1** Must have a college diploma (any field).

**M.2** Must have at least three (3) years experience in course design.

**M.3** If e-learning is part of the application, must have at least six (6) months experience in designing e-learning products.

#### **Or**

**M.1** Must have a high school diploma.

**M.2** Must have at least five (5) years experience in course design.

**M.3** If e-learning is part of the application, must have at least six (6) months experience in designing e-learning products.

#### **2. Subject Matter Expert (SME)**

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

- 2.1 Check the scope of content requirements;
- 2.2 Determine content, including source documents and reference materials such as books, articles, video tapes and stationary media;
- 2.3 Format and correct content before and after implementation;
- 2.4 Revise design documents, scenarios and final product to verify the accuracy of the content.

#### **DELIVERABLE PRODUCTS MAY INCLUDE:**

- 1. Content approved by the SME

#### **MINIMUM OBLIGATORY COMPETENCIES OF THE PROFESSION:**

##### **Senior expert in the field**

**M.1** Must have at least ten (10) years of experience in the field related to the subject matter of the application.

##### **Intermediate expert in the matter**

**M.1** Must have at least seven (7) years of experience related to the subject matter of the application.



Junior expert in the matter

**M.1** Must have at least five (5) years of experience related to the subject matter of the application.

### **3. Technical Writer**

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

- 3.1 Check the scope of the content;
- 3.2 Conduct an end-user analysis;
- 3.3 Conduct and analyze information provided;
- 3.4 Draft theoretical and procedural content;
- 3.5 Change the copy;
- 3.6 Create guides;
- 3.7 Examine, review and correct documents;
- 3.8 Review the relevance and usefulness of written materials.

#### **DELIVERABLE PRODUCTS MAY INCLUDE:**

- 1. Student workbooks;
- 2. User manuals;
- 3. The guides.

#### **MINIMUM OBLIGATORY COMPETENCIES OF THE PROFESSION**

##### **Senior Technical Writer**

**M.1** Must have a college diploma (in any field) or a university degree (in any field).

**M.2** Must have at least nine (9) years experience as a technical writer.

##### **Intermediate Technical Writer**

**M.1** Must have a college diploma (in any field) or a university degree (in any field).

**M.2** Must have at least five (5) years experience as a technical writer.

##### **Junior Technical Writer**

**M.1** Must have a college diploma (in any field) or a university degree (in any field).

**M.2** Must have at least 3 years experience as a technical writer.

**Stream 3**  
**Research, Analysis and Custom and Rapid eLearning Product Programming**

**1. E-Learning Advisor and Analyst in Custom and Rapid eLearning Product Programming**

Tasks of the E-Learning Advisor and Analyst in Custom and Rapid eLearning Product Programming include but are not limited to:

- 1.1 Monitor technological advances and propose technical solutions for learning products.
- 1.2 Conduct research and provide recommendations for new learning technologies.
- 1.3 Recommend tools that are ready and useful for technology learning services.
- 1.4 Develop standards and processes for new learning technologies.
- 1.5 Explore current research areas in the field of e-learning
- 1.6 Explore and recommend e-learning platforms and platforms

**DELIVERABLE PRODUCTS MAY INCLUDE**

1. Analysis of learning tools and technology needs;
2. Business Case for Learning Technologies
3. Writing Reports on Learning Standards and Processes
4. Strategic and / or operational planning for learning products or technology.
5. Preparing reports on costs and cost-effectiveness of Learning Technologies tools
6. Analysis of models of e-learning platforms

**MINIMUM OBLIGATORY COMPETENCIES OF THE PROFESSION**

**Senior Consultant and Analyst in e-Learning and Learning Technology**

**M.1** Must have a university degree in education, technology and distance learning

**M.2** Must have at least five (5) years of experience in the research and application of learning technologies, including open technologies, adaptation and support technologies, training and Desktop publishing

**M.3** Must have developed and integrated at least four (4) needs analysis and / or learning technology or online training solutions over the past four (4) years

**M.4** Must have developed models of learning technology solutions tailored to clients' needs (4) models.

## 2. Programmer of custom e-learning products

Definition of the programmer of customized e-learning products:

Use more complex software, which requires more expertises and interventions of the user, for example: to produce very complex animates like: People Management®.

In addition, for highly complex online training, such as flight simulators or military equipment.

The programmer of custom e-learning products must, in particular, perform the following tasks:

2.1 Conduct review, analysis and recommendations on programming issues in project documentation, including:

- 2.1.1 Coding standard chosen;
- 2.1.2 Assessment of client needs;
- 2.1.3 Infrastructure topology.

2.2 Develop leading-edge components for the project, including:

- 2.2.1 User interface according to the style guide;
- 2.2.2 Pseudocode and metadata models;
- 2.2.3 Advanced Course Elements JavaScript;
- 2.2.4 Set of Course Items and Related Resources;
- 2.2.5 Shared Content Elements and Item Metadata Documents;
- 2.2.6 SCORM® compliance and user-friendliness test;
- 2.2.7 Quality Assurance Testing;
- 2.2.8 Maintenance Guide which provides relevant information for modifying and maintaining final products.

2.3 Perform the coding or programming of items of e-learning products in accordance with course design documents, including:

- 2.3.1 Multimedia Elements;
- 2.3.2 Interactive elements;
- 2.3.3 Content of the course;
- 2.3.4 Elements of shared content;
- 2.3.5 Evaluation tools;
- 2.3.6 Means of assessment.

2.4 Design and develop a data structure, including:

- 2.4.1 Design database structures and reports;
- 2.4.2 Document the implementation of the database including connection information.

2.5. Provide technical guidance, including:

- 2.5.1 Recommend best practices;
- 2.5.2 Make recommendations on the development of e-learning products;
- 2.5.3 Develop and recommend solutions to identified coding problems;
- 2.5.4 Review test documentation;

2.5.5 Document solutions or alternatives to identified problems.

**DELIVERABLE PRODUCTS MAY INCLUDE:**

1. User interface
2. Prototype shared content items to be tested with SCORM test logs;
3. Models based on XML, XSLT and XHTML;
4. Alpha, beta and final versions of e-learning products;
5. SCORM-compliant course with SCORM test logs;
6. Maintenance Guide that provides detailed guidance on maintenance and modification of e-learning products;
7. Interactive multimedia elements.

**MINIMUM OBLIGATORY COMPETENCIES OF THE PROFESSION**

**Senior Advisor, Analyst and eLearning Programmer**

**M.1** Must have a university degree (in any field) or a college diploma (in any field).

**M.2** Must have at least seven (7) years experience in programming Web applications using Java, C language or script language, and secondary programs (file structure) and / or Of databases.

**M.3** Must have developed and integrated at least four (4) automated training (AF) or web-based training courses over the past four (4) years

**M.4** Must have optimized the performance of multimedia resources, including audio, video or still images for at least four (4) e-learning products.

**M.5** If SCORM is required in the application, it must have developed SCORM-compliant content (any version as specified by the client, including content packages and metadata files) for at least nine (9) SCORM-compliant courses over the past three (3) years

**Intermediate Advisor, Analyst and Programmer in e-Learning**

**M.1** Must have a university degree (in any field) or a college diploma (in any field).

**M.2** Must have at least three (3) years experience in programming Web applications using Java, C language or script language, and secondary programs (file structure) and / or Of databases

**M.3** Must have developed and integrated at least two (2) FA or web-based training courses over the past three (3) years.

**M.4** Must have optimized the performance of multimedia resources, including audio, video and still images for at least two (2) e-learning products

**M.5** If SCORM is required in the application, must have developed a SCORM-compliant conjecture (any version as specified by the client, including content packages and metadata files) for at least six (6) SCORM-compliant courses over the past three (3) years

### **Junior Advisor, Analyst and e-Learning Programmer**

**M.1** Must have a university degree (in any field) or a college diploma (in any field).

**M.2** Must have at least one (1) year experience in programming Web applications using Java, C language or script language, and secondary programs (file structure) and / or Of databases.

**M.3** Must have developed and integrated at least one (1) AF or Web-based training course over the past three (3) years.

**M.4** Must have optimized the performance of multimedia resources, including audio, video and still images for at least one (1) e-learning product.

**M.5** If SCORM is required in the application, it must have developed SCORM-compliant content (any version as specified by the client, including content packages and metadata files) for at least three (3) Course in accordance with SCORM in the last three (3) years

### **Or**

**M.1** Must have a high school diploma.

**M.2** Must have at least three (3) years experience in programming Web applications using Java, C language or script language, and secondary programs (file structure) and / or Of databases.

**M.3** Must have developed and integrated at least one (1) AF or Web-based training course over the past three (3) years.

**M.4** Must have optimized the performance of multimedia resources, including audio, video and still images for at least one (1) e-learning product.

**M.5** If SCORM is required in the application, it must have developed SCORM-compliant content (any version as specified by the client, including content packages and metadata files) for at least one (1) Course in accordance with SCORM in the last three (3) years

### 3. Rapid E-Learning Product Programmer

#### Definition of the E-Learning Programmer:

Use easy elearning software like Articulate Storyline®; They are easy to learn and use, program and publish on platforms, easy to handle even if the user is not a technology expert. Most organizations (school, university, industries, etc.) use these software.

Tasks of the Rapid e-learning programmer include but are not limited to:

- 3.1 Create multimedia animations using images, sound and videos;
- 3.2 Use authoring software to assemble e-learning content and publish the course in accordance with educational design documents;
- 3.3 Design and create interactions that are included in rapid e-learning software;
- 3.4 Diagnose breakdowns and resolve issues related to online course interactions that do not properly publish or report data to a learning management system;
- 3.5 Develop content in collaboration with training designers based on scenarios;
- 3.6 Provide advice on appropriate interaction and also on the limitations of some applications;
- 3.7 Create reusable online content

#### **DELIVERABLE PRODUCTS MAY INCLUDE:**

- 1. The alpha, beta and final versions of e-learning products;
- 2. Courses conforming to the SCORM standard;
- 3. A maintenance guide giving specific instructions on updating and modifying e-learning products.

#### **MINIMUM OBLIGATORY COMPETENCIES OF THE PROFESSION**

##### **Advisor, Analyst and Senior Learning Programmer**

**M.1** Must have a university degree (in any field) or a college diploma (in any field).

**M.2** Must have developed at least five (5) e-learning courses over the past two (2) years using rapid learning tools (as specified by the client, such as Adobe Illustrator, Adobe Photoshop, Adobe Captivate, Adobe Dreamweaver, Adobe Contribute, HTML, CSS, Adobe Flash and / or Techsmith's Articulate).

**M.3** If SCORM is required in the application, it must have developed SCORM-compliant content (any version as specified by the client, including content packages and metadata files) for at least three ) SCORM-compliant courses in the last two (2) years

##### **Advisor, Analyst and Intermediate Programmer in e-Learning**

**M.1** Must have a university degree (in any field) or a college diploma (in any field).

**M.2** Must have developed at least four (4) e-learning courses over the past two (2) years using rapid learning tools (as specified by the client, such as Adobe Illustrator, Adobe Photoshop, Adobe Captivate, Adobe Dreamweaver, Adobe Contribute, HTML, CSS, Adobe Flash and / or Techsmith's Articulate).

**M.3** If SCORM is required in the application, it must have developed SCORM-compliant content (any version as specified by the client, including content packages and metadata files) for at least two ) Courses

in accordance with SCORM in the last two (2) years.

#### **Advisor, Analyst and Junior Programmer in e-Learning**

**M.1** Must hold at least a high school diploma.

**M.2** Must have developed at least three (3) e-learning courses over the past two (2) years using rapid learning tools (as specified by the client, such as Adobe Illustrator, Adobe Photoshop, Adobe Captivate, Adobe Dreamweaver, Adobe Contribute, HTML, CSS, Adobe Flash and / or Techsmith's Articulate).

**M.3** If SCORM is required in the application, it must have developed SCORM-compliant content (any version as specified by the client, including content packages and metadata files) for at least one (1 ) In accordance with SCORM in the last two (2) years.

#### **4. Quality Assurance**

In particular, the quality insurer must perform the following tasks:

**4.1** Develop a Quality Assurance (QA) program, including:

- 4.1.1 Quality standards, methodologies, procedures and tools required for QA activities;
- 4.1.2 Resources, timing and responsibilities required to conduct QA activities;
- 4.1.3 Certain activities and tasks in support of various processes, including verification, validation, joint review, verification and problem solving;

**4.2** Develop QA protocols, including alpha, beta and pilot testing;

**4.3** Implement quality assurance testing protocols, including:

- 4.3.1 Test e-learning programs to verify that they are compliant with client-approved pre-projects, instructional standards, guidelines, precisions and scenarios;
- 4.3.2 Test the e-learning program for interactivity, functionality and programming errors;
- 4.3.3 Verify grammatical and spelling accuracy in English and French or in both languages, as required;
- 4.3.4 Ensure consistency of the on-line learning product in terms of presentation and style, including use of colors, fonts, formats, architecture and navigation strategy, modularization And consistency between the English and French versions;
- 4.3.5 Ensure compliance with guidelines, conventions, taxonomies and best practices with respect to the use of metadata;
- 4.3.6 Verify compliance with SCORM in an approved SGA / LCMS test medium;
- 4.3.7 Test e-learning programs to ensure that they are functioning as intended in the client's SGA / LCMS environment;
- 4.3.8 Record the results of all QA interventions and make them available to the technical authority;

**5.** Writing reports based on the results of the QA test protocol

#### **DELIVERABLE PRODUCTS MAY INCLUDE:**

1. Quality Assurance Plan
2. AQ testing and test protocols
3. AQ test reports

#### **MINIMUM OBLIGATORY COMPETENCIES OF THE PROFESSION**

##### **Quality Assurance Specialist**

**M.1** Must have at least six (6) years experience in developing QA policies, programs, procedures and measures.

**M.2** Must have at least six (6) years experience in developing standards related to software design.

**M.3** Must have at least six (6) years experience in QA process management.

#### **Main Tester**

**M.1** Must have at least four (4) years experience in testing e-learning products in accordance with test protocols.

**M.2** Must have at least four (4) years experience supervising the testing of e-learning products.

**M.3** Must have at least four (4) years experience in managing test protocols for e-learning products that arise from the QA process.

**M.4** Must have at least four (4) years experience in implementing test procedures for online learning products.

**M.5** Must have at least four (4) years experience in scenario design and test scripts for online learning products.

**M.6** Must have at least four (4) years experience in developing an e-learning product validation and verification capability.

**M.7** If SCORM is required in the application, it must have tested SCORM-compliant content (any version, including content packages and metadata files) for at least six (6) Courses in accordance with SCORM in the last three (3) years.

#### **Subordinate Tester**

**M.1** Must have at least two (2) years experience in testing e-learning products in accordance with test protocols.

**M.2** Must have at least two (2) years experience supervising the testing of e-learning products.

**M.3** Must have at least two (2) years experience in developing test protocols for e-learning products.

**M.4** Must have at least two (2) years experience in scenario design and test scripts for online learning products.

**M.5** Must have at least two (2) years experience in developing an e-learning product validation and verification capability.

**M.6** If SCORM is required in the application, it must have tested SCORM-compliant content (any version, including content packages and metadata files) for at least three (3) Courses in accordance with SCORM in the last three (3) years.



**Stream 4**  
**Multi-Media Design & Development**

**1. Graphic Design**

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

- 1.1 Determine the best way to achieve the desired graphics either through the use of existing stock, development of new material, or combination of both;
- 1.2 Consulting with clients to establish the overall look and graphical elements;
- 1.3 Reviewing the Presentation Design Document and/or the Scripted Storyboards and making recommendations to the Instructional Designer(s) and/or client; including: Consulting the clients regarding associated costs and Validating that the design is engaging and meets the client requirements.
- 1.4 Create designs, concepts, and sample layouts of graphical elements in accordance with the Presentation Design Documents and the Scripted Storyboards.
- 1.5 Determine size and arrangement of illustrative material and copy, and select style and size of type;
- 1.6 Create new images using computer software;
- 1.7 Mark up, paste, and assemble final layouts
- 1.8 Digitizing images

**DELIVERABLES MAY INCLUDE BUT ARE NOT LIMITED TO:**

1. Graphic Concepts
2. Graphics
3. Sample Layouts
4. Final Layouts
5. Multimedia Graphic Objects

**MINIMUM MANDATORY QUALIFICATIONS**

**Senior graphics designer**

**M.1** Must have a University degree (in any field) or College diploma (in any field).

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

**Intermediate graphics designer**

**M.1** Must have a University degree (in any field) or College diploma (in any field).

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

**Junior Graphics Designer**

**M.1** Must have a University degree (in any field) or College diploma (in any field).

**M.2** Must have a minimum of one (1) year of experience within the last five (5) years as a Graphic Designer.

**OR**

**M.1** Must have a Secondary School diploma.

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

## **2. Photography**

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

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

### **DELIVERABLES MAY INCLUDE BUT ARE NOT LIMITED TO:**

1. High quality photos;
2. Web-ready photos and thumbnails;
3. Panoramic photos;
4. Virtual spaces;

### **MINIMUM MANDATORY QUALIFICATIONS**

#### **Photographer**

**M.1** Must have a University degree (in any field) or College diploma (in any field).

**M.2** Must have a minimum of three (3) years of experience within the last six (6) years as a Photographer.

**OR**

**M.1** Must have a Secondary School diploma.

**M.2** Must have a minimum of five (5) years of experience within the last eight (8) years as a Photographer.

### **3. Animator**

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

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

#### **DELIVERABLES MAY INCLUDE BUT ARE NOT LIMITED TO:**

1. 2D and 3D animations;
2. Serious gaming objects, such as avatars, systems, and landscapes.

#### **MINIMUM MANDATORY QUALIFICATIONS**

##### **Senior animator**

**M.1** Must have a University degree (in any field) or College diploma (in any field).

**M.2** Must have a minimum of five (5) years of experience within the last eight (8) years as an Animator.

##### **Intermediate animator**

**M.1** Must have a University degree (in any field) or College Diploma (in any field).

**M.2** Must have a minimum of three (3) years of experience within the last six (6) years as an Animator.

##### **Junior animator**

**M.1** Must have a University degree (in any field) or College diploma (in any field).

**M.2** Must have a minimum of one (1) year of experience within the last six (6) years as an Animator.

##### **OR**

**M.1** Must have a Secondary School diploma.

**M.2** Must have a minimum of three (3) years of experience within the last six (6) years as an Animator.

#### **4. Video Production**

Tasks of a Video Producer include, but are not limited to:

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

#### **DELIVERABLES MAY INCLUDE BUT ARE NOT LIMITED TO**

1. High quality video
2. Web-ready video;

#### **MINIMUM MANDATORY QUALIFICATIONS**

##### **Video producer**

**M.1** Must have a University degree (in any field) or College diploma (in any field).

**M.2** Must have a minimum of three (3) years of experience within the last six (6) years as a Video Producer.

##### **OR**

**M.1** Must have a Secondary School diploma.

**M.2** Must have a minimum of five (5) years of experience within the last eight (8) years as a Video Producer.

#### **5. Audio Production**

Tasks of an Audio Producer include, but are not limited to:

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

**DELIVERABLES MAY INCLUDE BUT ARE NOT LIMITED TO:**

1. High quality audio;
2. Web-ready audio;

**MINIMUM MANDATORY QUALIFICATIONS**

**Audio producer**

**M.1** Must have a University degree (in any field) or College diploma (in any field).

**M.2** Must have a minimum of three (3) years of experience within the last six (6) years as an Audio Producer.

**OR**

**M.1** Must have a Secondary School diploma.

**M.2** Must have a minimum of five (5) years of experience within the last eight (8) years as an Audio Producer.

**6. Multimedia Director**

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

- 6.1 Determine the best way to achieve the desired audio, sound bite, music, sound effects, and/or audio clip either through the use of existing stock, development of new material, or combination of both;
- 6.2 Coordinate the work of camera and/or audio resource(s);
- 6.3 Coordinate with Video and/or Audio Producers during the post-production process;
- 6.4 Plan details such as framing, composition, camera movement, sound, and actor movement for each shot or scene;
- 6.5 Establish pace of programs and sequences of scenes according to time requirements and cast and set accessibility;
- 6.6 Select settings and locations for Video and determine how scenes will be shot in those settings;
- 6.7 Coordinate rehearsals and communicate the "approach, characterization, and movement" needed for each scene
- 6.8 Reviewing the Presentation Design Document and/or the Scripted Storyboards and making recommendations to the Instructional Designer(s) and/or client; including, consulting the clients regarding associated costs and validating that the design is engaging and meets the client requirements.

**DELIVERABLES MAY INCLUDE BUT ARE NOT LIMITED TO:**

1. Production ready storyboards;
2. A finished multimedia eLearning product.

**MINIMUM MANDATORY QUALIFICATIONS**

**Multimedia director**

**M.1** Must have a University degree (in any field) or College diploma (in any field).

**M.2** Must have a minimum of one (1) year of experience within the last six (6) years as a Multimedia Director.

**OR**

**M.1** Must have a Secondary School diploma.

**M.2** Must have a minimum of three (3) years of experience within the last six (6) years as Multimedia Director.

**7. Narration**

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

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

**DELIVERABLES MAY INCLUDE BUT ARE NOT LIMITED TO:**

- 1. Sample audio recordings;
- 2. Final audio recordings;
- 3. Sample voice dialogue recordings;
- 4. Final voice dialogue recordings;

**MINIMUM MANDATORY QUALIFICATIONS**

**Narrator**

**M.1** Must have a minimum of a Secondary School diploma, College diploma (in any field) or a University Degree (in any field).

**M.2**

Must have a minimum of one (1) year of experience within the last three (3) years as a Narrator.

## **Stream 5 Training Delivery**

### **1. Instructor**

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

Human Resources;  
Finance;  
Management Skills;  
Leadership Development;  
Change Management;  
Project Management;  
Career Counselling;  
Environment;  
Energy Management;  
Military Occupation Training;  
Public Safety;  
Health & Safety;  
Information Technology;  
Health Services  
General (subject area to be identified in the resulting call-up or bid solicitation).

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

- 1.1 Deliver the training in accordance with the course Lesson Plan, using appropriate Adult Education techniques
- 1.2 Setting up the classroom prior to the start of the scheduled start time;
- 1.3 Provide administrative briefing to participants at the beginning of the course outlining location of fire exits, washrooms, restaurant facilities, lunchroom area, and course outline.
- 1.4 Distribute attendance list to participants for their signature;
- 1.5 Evaluate tests and/or assignments;
- 1.6 Distribute course certificates to participants;
- 1.7 Distribute course evaluations to participants.
- 1.8 Provide any feedback and recommendations to the Project Authority regarding the course;
- 1.9 Set-up the online environment in accordance with the training plan.

### **DELIVERABLES MAY INCLUDE BUT ARE NOT LIMITED TO:**

1. Course Feedback Report

### **MINIMUM MANDATORY QUALIFICATIONS**

#### **Senior instructor**

**M.1** Must have a minimum of one hundred and twenty (120) training days within the last three (3) years in Instructing in the identified subject area.

**M.2** Must have a minimum of one (1) year experience (not as an Instructor) in the identified subject area.

#### **Intermediate instructor**

**M.1** Must have a minimum of sixty (60) training days within the last three (3) years in Instructing in the identified subject area.

**M.2** Must have a minimum of one (1) year experience (not as an Instructor) in the identified subject area.  
**Junior instructor**

**M.1** Must have a minimum of thirty (30) training days within the last three (3) years in Instructing in the identified subject area.

## 2. Training Facilitator

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

### Definition of Online Facilitation

a. Online Facilitation involves managing learners and learning through an online medium such as virtual classroom applications. It also refers to the management of online communication between learners by a facilitator. In this regard, online facilitation is moving from an emphasis on web content to a more interactive structure that recognizes the social and interactive elements of knowledge construction, and to pedagogical approaches that enable learner centred, rather than facilitator driven learning.

b. There are two main types of online facilitation:

i. **Asynchronous** – communications such as discussion forums, electronic bulletin boards and e-groups in which the facilitator acts as a moderator reviewing contributors message offline and posting administrative messages; and

ii. **Synchronous** – events in which the facilitator works in real time, leading or assisting in the delivery of instruction to learners within a virtual classroom application though lecture, discussion, interactive exercises, use of slides, whiteboard, application sharing and document review, and other tools and techniques commonly associated with virtual classroom applications.'

c. Means of online facilitation include, but are not limited to the following:

- i. Virtual Classroom application software;
- ii. Static Text;
- iii. Threaded or unthreaded discussion boards;
- iv. Instant Messaging (IM) or Chat;
- v. Live voice or video;
- vi. Provision of links to other materials or lists of materials;
- vii. E-mail; and
- viii. Non-virtual means, such as phone support.

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

- 2.1 Becoming familiar with the course content prior to course delivery;
- 2.2 Attending train-the-training sessions, dry run and pilot tests;
- 2.3 Contribute suggestions towards course improvements or revisions;
- 2.4 Deliver training by:
  - i. Guiding learners through course materials and specific activities (e.g. problem solving, information sharing), and focusing on critical points;
  - ii. Critiquing work / thinking in a supportive fashion;
  - iii. Promoting interactivity and discussions;
  - iv. Maintaining a pace suitable to the course schedule;



- v. Creating and fostering a collaborative and safe environment for participants;
  - vi. Motivating learners to take responsibility for their own learning;
  - vii. Catering to different learning preferences and learner needs, finding the optimal balance between private e-mail and public discussions, and encouraging collaborative work and learner-learner or group discussions;
  - viii. Moderating and/or managing discussions, encouraging and gently guiding the discussion, planting ideas or starting new topics, and managing differences of opinion or perspectives effectively
  - ix. Sharing information and resources with the group;
  - x. Answering participants' questions and provide help when required.
- 2.5 Helping learners make the transition from private one-on-one e-mail to group participation;
- 2.6 Assisting learners to become comfortable with systems and software;
- 2.7 Scanning for copyrighted material that shouldn't be posted without permission of the author.

**DELIVERABLES MAY INCLUDE BUT ARE NOT LIMITED TO:**

1. Course Feedback Reports

**MINIMUM MANDATORY QUALIFICATIONS**

**Senior training facilitator**

**M.1** Must have delivered a minimum of one hundred and twenty (120) training days within the last three (3) years as a Training Facilitator

**M.2** If online training facilitation is part of the requirement, then must have delivered a minimum of ninety (90) training hours within the last three (3) years as an Online Training Facilitator.

**Intermediate training facilitator**

**M.1** Must have delivered a minimum of sixty (60) training days within the last three (3) years as a Training Facilitator

**M.2** If online training facilitation is part of the requirement, then must have delivered a minimum of sixty (60) training hours within the last three (3) years as an Online Training Facilitator.

**Junior training facilitator**

**M.1** Must have delivered a minimum of thirty (30) training days within the last three (3) years as a Training Facilitator.

**M.2** If online training facilitation is part of the requirement, then must have delivered a minimum of thirty (30) training hours within the last three (3) years as an Online Training Facilitator.

## Stream 6

### Evaluation

Training evaluation services will provide the organization with strategies, planning and tools to:

**Evaluate and measure desired learning outcomes;**

- In the short term: Improve the design and delivery of courses;
- Medium-term: Making informed decisions about employee learning opportunities
- Long-term: Focusing more on results.

The objectives of the learning assessments provide performance data for ongoing quality assurance or design improvement.

Learning Assessment Model:

Most organizations use the Kirkpatrick learning assessment model or equivalent.

Learning assessments based on the Kirkpatrick model are defined at four levels: Levels 1, 2, 3 and 4.

**Levels of evaluation of learning:**

- Level 1, reactions: the degree to which participants respond positively to the learning event;
- Level 2, Learning: the degree to which participants acquire the expected knowledge, skills and attitudes based on their participation in the learning activity;
- Level 3, Behavior: the degree to which participants apply what they have learned during their training when they return to work;
- Level 4, results: the degree to which the targeted outcomes occur, as a result of a learning event and subsequent reinforcement.

The learning evaluator must apply current techniques in the evaluation of courses or programs in order to provide an evaluation framework or evaluation report.

#### 1. Training Evaluator

In particular, the training evaluator must perform the following tasks:

- 1.1 Provide recommendations and suggestions to the evaluation framework;
- 1.2 Evaluate the level of use, as well as the relevance and effectiveness of the tools in the context of the project;
- 1.3 Validate and provide the best assessment tools to achieve the objectives of the evaluation framework;
- 1.4 Develop and propose evaluation tools to be chosen in collaboration with the client (eg on-line questionnaire, semi-structured interview, written analysis, assessment tools, focus groups, observations);
- 1.5 Develop and propose a standardized evaluation questionnaire for different programs and training: classroom questionnaire; quiz for virtual classroom courses, questionnaire for online courses and customized and adapted questionnaires have also been put in place for other activities;
- 1.6 Administer evaluation tools, tests, including the use of on-line tools, where necessary and appropriate;
- 1.7 Compile, capture, integrate and analyze data to ensure that established training objectives have been met for courses,
- 1.8 Submit standardized and assessment reports;
- 1.9 Submit a report with important observations that could affect learning, objectives, activities or communication tools (including specific recommendations on the implementation approach -

timeline).

**DELIVERABLES MAY INCLUDE BUT ARE NOT LIMITED TO:**

1. Development of an evaluation framework;
2. Development of an evaluation strategy;
3. Development of an evaluation plan
4. Conducting an evaluation of training;
5. Data collection and analysis;
6. Interpretation of results and preparation of conclusions;
7. Writing a report and presentation.

**MINIMUM MANDATORY QUALIFICATIONS**

Evaluator

**M.1** During the past 5 years must have completed at least 5 KirkPatrick learning assessments or an equivalent method in the assessment of learning and / or training programs for adults in the public and / or private sector.

## **APPENDIX 1 TO ANNEX A**

### **1.0 Description of Blended Learning and eLearning**

#### **1.1 Blended Learning and eLearning**

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

#### **1.2 eLearning Products**

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

1. CBT (not Web based, files reside on PC or CD-ROM);
2. Self-directed Web Based CBT (Running through web-browser, files reside on PC or CD-ROM);
3. Self-directed Web-based Training (Browser-based, files reside on server, runs over Internet and/or Intranet);
4. Synchronous / Virtual Classroom / Webinar. Design and development aspect, but not delivery aspect;
5. Asynchronous online discussions/learning. Design and development aspect, but not delivery aspect;
6. Hybrid (face to face classroom and online training). Design and development aspect, but not the delivery aspect;
7. Electronic Performance Support (EPS);
8. Online Communities of Practice;
9. Blogs, wikis;
10. Podcasts, webcasts;
11. E-Library (online interactive manuals, references, etc);
12. Serious gaming products;
13. Synthetic environments (2D and/or 3D);
14. Simulations;
15. Multi-Media portions of traditional classroom-based courses; and
16. M-learning (mobile learning).

#### **1.3 Learning Product Characteristics**

- 1.3.1 Learning products have the following characteristics:

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

## **1.4 ELearning Product Delivery Methods**

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

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

## **1.5 Multi-Media Integration**

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

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

## **1.6 Delivery Platform Independence**

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

## **1.7 Dynamic Content and Flexible Architecture**

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

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

## **1.8 Easy to Navigate and Maintain Information Structures**

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

## **1.9 Media and Delivery Mechanisms**

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

## **1.10 Reusability**

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

## **1.11 Performance Tracking and Assessment**

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

## **1.12 Searching**

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

## APPENDIX 2 TO ANNEX A

### ACRONYMS

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

**ANNEX B**  
**Learning Services Supply Arrangement / Standing Offers**  
**Generic Security Requirements Check Lists (SRCLs)**

The list and details of the pre-approved SRCL's for professional services is available for download from the [Common Centralized Professional Services SRCL CPSS page](#)

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

**Note to Bidder:** It is mandatory to have a minimum security clearance of DOS Reliability prior to issuance of a LS Supply Arrangement/Standing Offer. Should your company require sponsorship at the minimum DOS Reliability level, it is suggested suppliers send an email request to the LS general email account at

[TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca)  
as soon as possible.



**ANNEX C**  
**Qualified Categories**

**Annex C to Component II (SA): Qualified Categories**

Annex C to Component II will be attached to the LS Supply Arrangement upon award.

**ANNEX D**  
**Learning Services Supply Arrangement / Standing Offers**  
**Availability Confirmation Form**

The Availability and Confirmation Form can be downloaded from the CPSS site:  
<http://gcintranet.tpsgc-pwgsc.gc.ca/acquisitions/text/spc-cps/ocannexf-soannexf-e.html>

## **COMPONENT III – RESULTING STANDING OFFER (SO), CALL-UP PROCEDURES FOR THE SO AND CALL-UP CLAUSES ISSUED AGAINST THE SO**

### **PART A -- STANDING OFFER (SO)**

#### **1. Offer**

L'OC des services professionnels pour des services d'apprentissages est l'une des méthodes d'approvisionnement visant à garantir l'accès à des fournisseurs habitués à offrir des services d'apprentissage. Cette entente de service constituera principalement à obtenir des services de conception de produits d'apprentissage classique en classe, d'apprentissage intégré et d'apprentissage électronique. Elle permettra notamment l'élaboration de nouvelles exigences en matière d'apprentissage, de même que la mise à jour et la conversion de produits existants d'apprentissage et d'apprentissage électronique pour couvrir 6 domaines.

Cette méthode d'achat a été développée pour couvrir cinq 6 domaines de compétences utilisées couramment à l'échelle nationale soit : Services consultatifs stratégiques en matière de formation; Services de conception et élaboration de la formation; Recherche, Analyse et programmation de produits d'apprentissage électronique personnalisés et produits d'apprentissage électronique rapide; Conception et élaboration multimédias; Prestation de la formation et Évaluation.

Les tâches sont des attributions de travaux bien définis dont l'exécution est confiée à un ou à plusieurs experts-conseils. Elles comportent des dates de commencement et de fin précises, ainsi que des éléments livrables préétablis. Elles ne constituent habituellement pas de grands projets, bien qu'elles puissent s'inscrire dans de tels projets. Elles peuvent exiger l'exécution de travaux très spécialisés qui nécessitent, pour une courte durée, des compétences ou des connaissances rares ou uniques.

L'offrant s'engage à satisfaire aux exigences concernant les seuls services prévus à l'annexe A intitulé «AMA/OC, Volets et catégories» et prévus également à l'annexe C de l'OC, intitulé «OC, Catégories qualifiées et taux ».

#### **2. Security Requirements**

- a) The Supplier must, at all times during the performance of the SO hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), PWGSC. The SO Authority may verify the Supplier's security clearance with CISD of PWGSC at any time during the period of the SO.
- b) The requirements to be procured under this SO are subject to the requirements in the Security Requirement Check Lists (SRCL's) identified in each individual Availability Confirmation Form (ACF). Each ACF will identify the SRCL that will apply to any resulting call-up.
- c) Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC.
- d) In the case of Joint Ventures or Amalgamations, the highest level of corporate security attainable through CISD of PWGSC is the lowest level held by any single member of the JV or amalgamation. For example: a Joint Venture with 5 members is comprised of 4 members holding a valid Facility Security Clearance (FSC) at the Secret level and one member holding a valid Designated Organization Screening (DOS). The highest corporate security level for which the Joint Venture would be considered under this SO framework would be DOS, until such time as the member holding a valid DOS clearance has requested sponsorship via the SO Authority and obtained a valid FSC at the secret level issued by CISD.

- e) Additional security checks may be conducted by the Identified User.

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the SO and resulting Call-up(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by PWGSC.

#### 3.1 General Conditions

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

#### 3.2 Standing Offer Reporting

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under Call-ups resulting from the SO.

The Supplier must provide this data in accordance with the reporting requirements detailed at the [Quarterly Usage Report Instructions page](#). If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report. Canada reserves the right to change the "NIL" reporting procedure at any time.

The data must be submitted on a quarterly basis to the SO Authority. Electronic reports must be completed and forwarded to the SO Authority, no later than 15 calendar days after the end of the quarterly report.

The quarterly reporting periods are defined as follows:

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

Failure to provide fully completed quarterly reports in accordance with the above instructions may result in the setting aside of the SO and the application of a vendor performance corrective measure.

### 4. Term of Standing Offer

#### 4.1 Period of Standing Offer

The period for making Call-ups against the SO begins on date of award and ends 18 months later.

#### 4.2 Request for Standing Offer (RFSO) Bid Solicitations

In as much as possible, PWGSC will issue a bid solicitation intended to replace the SO for the Services every 18 months, although PWGSC reserves the right to choose to proceed with a different procurement vehicle for the requirement if it considers such action appropriate. Each such re-competition (a "re-competition bid solicitation") requires all potential Bidders, including those who may have received instruments under the previous solicitation, to submit a bid in response to the bid solicitation in order to continue to provide services under its resulting SO. The terms and conditions of each re-competition bid solicitation may add, modify or remove streams, and may otherwise modify the requirements of the previous bid solicitation. As such, each re-competition bid solicitation stands alone, separate and apart from any previous bid solicitation.

Offerors may submit a bid for a RFSO by responding to the re-competition bid solicitation's terms and conditions. Given that the SOs issued are the result of an open tendering process under the trade agreements, Canada is not able to entertain request by Offerors for the qualification for offers at times other than those provided by the re-competition bid solicitation process.

## **5. Authorities**

### **5.1 Standing Offer Authority**

The Standing Offer Authority for the Standing Offer (SO) is:

Jean-Sébastien Deslauriers, Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Professional Services Procurement Directorate  
Portage III 10C1  
11 Laurier Street  
Gatineau, Quebec  
K1A 0S5

E-mail address: [TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca)

The SO Authority is responsible for the establishment of the SO, its administration and its revision, if applicable. Any changes to the SO must be authorized in writing by the SO Authority.

Upon the making of a Call-up, the Identified User, as Contracting Authority, will be responsible for any contractual issues relating to individual Call-ups made against the SO by any identified user.

### **5.2 Offeror Representative**

This Representative is the central point of contact within the Offeror for all matters pertaining to this SO. The Offeror confirms that this individual has the authority to bind the Offeror. It is the Offeror's sole responsibility to ensure that the information related to the Offeror Representative is correct. If a replacement or a new Offeror Representative is required, the Offeror will:

- a) inform CPSS by e-mail at [sspc.cpss@tpsgc-pwgsc.gc.ca](mailto:sspc.cpss@tpsgc-pwgsc.gc.ca), and
- b) inform the Standing Offer Authority by e-mail at [TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca) and provide the following information:

- Name ;
- Title ;
- Telephone ; et
- Email.

The Offeror may designate another individual to represent the Offeror for administrative and technical purposes under any contract resulting from this Standing Offer.

## 6. Proactive Disclosure of Contracts with Former Public Servants

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

## 7. Identified Users

The Identified Users (also called Clients) include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, IV, and V of the *Financial Administration Act*, R.S., 1985, c. F-11 and any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act*.

Canada may, at any time, withdraw authority from any of the Identified Users to use the SO.

## 8. Priority of Documents

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

- a) the Call-up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions 2005 - General Conditions - Standing Offers - Goods or Services
- d) the General Conditions 2035 - General Conditions – Higher Complexity - Services
- e) Annex C SO – Qualified Categories and Rates
- f) Annex A SA/SO – Streams and Categories
- g) Annex B SA/SO –Generic Security Requirements Check Lists (SRCLs)
- h) Annex D SO - Availability Confirmation Form
- i) the Offeror's offer \_\_\_\_\_ (insert date of offer), \_\_\_\_\_ (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended \_\_\_\_\_" (insert date(s) of clarification(s) or amendment(s) if applicable).

## 9. Certifications

Compliance with the certifications provided by the Offeror and the ongoing cooperation in providing associated information are conditions of issuance of the SO. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting Call-up that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated 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 Call-up for default and suspend or cancel the SO.

## 10. Applicable Laws

The SO and any Call-up resulting from the SO must be interpreted and governed by the laws in force in the Province of Ontario, Canada, unless otherwise stipulated in the Offeror's bid in response to the bid solicitation that resulted in this SO.

## **11. Confirmation of Qualification**

- 11.1** The Offeror must continue to meet all the qualification requirements related to the Standing Offer (SO) during the entire period of the SO. Any certification provided by the Offeror must be true on the date of the issuance of the SO and remain true throughout the period of the SO. The Offeror must immediately notify the Standing Offer Authority if it no longer meets any of the qualification requirements of the SO.
- 11.2** The Standing Offer Authority may require the Offeror to confirm its qualification at any time and provide evidence to support its confirmation. If the Offeror no longer meets any of the requirements for qualification, Canada may, at its option:
- a) suspend authority for the use of the SO 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 SO;
  - b) suspend the Offeror's qualification under specific categories of the SO 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 SO for those categories;
  - c) set aside the SO or the Offeror's qualification for specific categories, in which case, the Offeror will not be allowed to submit a new offer for consideration until the requirement is recompleted.

## **12. Suspension or Set Aside of Qualification by Canada**

Canada may, by sending written notice to the Offeror, suspend or set aside the Standing Offer (SO) under any of the following circumstances:

- a) the Offeror no longer meets any of the required qualifications of the SO as provided for in the section titled "Confirmation of Qualification";
- b) the Offeror has made public any information that conflicts with the terms, conditions, pricing or availability of systems identified in this SO;
- c) the Offeror is in default in carrying out any of its obligations under any resulting call up and Canada has exercised its contractual right to terminate the contract for default;
- d) the Offeror is in default in carrying out any of its obligations under this SO; or
- e) Canada has imposed measures on the Offeror under the Vendor Performance Corrective Measures Policy (or such similar policy that may be in place at that time).

Suspension or set aside of the SO will not affect the right of Canada to pursue other remedies or measures that may be available. It will not, on its own, affect any Call-up entered into before the issuance of the notice. The Standing Offer Authority will however remove the Offeror from the list of Offerors eligible to receive call ups under this SO. The Offeror will not be able to submit another offer, and the Offeror will not be allowed to submit a new offer for consideration until the requirement is re-competed.

## **13. Aboriginal Business Certification (if applicable)**

- a) The Offeror warrants that where an Aboriginal Business Certification has been provided its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.
- b) If such Certification has been provided, 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 Contracting Authority before disposing of any such records or documentation before the expiration of 6 years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who

may make copies and take extracts. The Offeror must provide all reasonably required facilities for any audits.

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

#### **14. Delivery Requirements outside a CLCSA**

The SO is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA may be submitted to PWGSC for individual processing.

#### **15. Environmental Considerations**

As part of Canada's 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, Offerors should:

- a) Paper consumption:
- Provide and transmit draft reports, final reports and bids in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
  - Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
  - Recycle unneeded printed documents (in accordance with Security Requirements).
- b) Travel requirements:
- The Offeror is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
  - Use of Properties with Environmental Ratings: Offerors to the Government of Canada may access the [PWGSC Accommodation directory](#), which includes Eco-Rated properties. When searching for accommodation, Offerors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Offerors.
  - Use of public/green transit where feasible.

#### **16. 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 professional services SO requirement. Accordingly, if any Call-up permits payment to a contractor in its Basis of Payment for Travel and Living expenses, such expense will only be reimbursed in accordance with the information provided at: [Standing Offer Travel and Living Information](#)

#### **17. Regions and Metropolitan Areas**

[Definitions of the Remote/Virtual Access, Regions and Metropolitan Areas](#) are incorporated by reference into this SO. For the purposes of this SO, the Remote/Virtual Access is to be considered as another Region.

The following Regions and Metropolitan areas may receive professional services under this SO where a Supplier is qualified to do so:



**Regions:**

- National Capital
- Atlantic
- Quebec
- Ontario
- Western
- Pacific
- Remote/Virtual Access: This is a separate zone and does not include any of the other Regions or Metropolitan Areas. It is a zone that is used when a Client has no preference in terms of where the work is performed

**Metropolitan Areas:**

- National Capital
- Halifax
- Moncton
- Montreal
- Quebec City
- Toronto
- Calgary
- Edmonton
- Saskatoon
- Winnipeg
- Vancouver
- Victoria

## PART B -- CALL-UP PROCEDURES FOR THE STANDING OFFER (SO)

### 1. Call-up Procedures

#### 1.1 Multiple Offers Exist

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

#### 1.2 Generation of Right of First Refusal List

The Offeror's rates per Category are attached at Annex C of the SO. Identified Users will use the CPSS ePortal to generate a right of first refusal list (List) for their requirement using the following search criteria: Regions, Metropolitan Areas, Security, Aboriginal Status, Category, Level of Expertise and number of resources. The List will rank Offerors meeting all the search criteria and possessing the necessary security clearance from the lowest cumulative price available for the requirement to the highest, in accordance with an Offeror's per diem rates. The List will be available to the Identified User for Call-up issuance and may be revised over time to reflect changes in the status of any Offeror. The lowest cumulative price will be calculated by adding together all the rates per Category for the number of resources, at the Level of Expertise of the required Categories.

#### **Example:**

Identified User requires:

3 Senior Custom eLearning Product Programming

1 Intermediate Technical Writer

2 Junior Graphics Designers

#### **Highest Ranked Offeror's response:**

2 Senior Custom and Rapid eLearning Product Programming Junior Graphics Designers  
@ 500 per day = \$1000

1 Intermediate Technical Writer @ \$700 per day = \$700

3 Senior Custom eLearning Product Programming @ \$850 per day = \$2,550

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

2nd Highest Ranked Offeror's response:

2 Junior Graphics Designers @ 700 per day = \$1400

1 Intermediate Technical Writer @ \$600 per day = \$600

3 Senior Custom eLearning Product Programming @ \$1000 per day = \$3000

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

### 1.3 Offeror Selection Methodology

#### a) Directed Call-Ups Below \$25,000.00

Clients may direct a Call-up at or below \$25,000 (applicable taxes included) to Offerors qualified in the applicable Category(ies) in accordance with the Government Contracts Regulations, irrespective of the ranking of Offerors on the List.

#### b) Requirement Valued below \$250,000.00

Where the Identified User wishes to issue a Call-up under this series of standing offers it must issue an Availability Confirmation Form (ACF) (found at Annex D of the SO) to:

- i. the first ranked Offeror on the List, or
- ii. up to a maximum of 10 at once of the highest ranked Offerors on the List (a Group Invitation).

The SO Authority may increase or decrease the maximum number of Offerors permitted in any Group Invitation during the SO on 30 calendar days' notice in writing to all Offerors who received a SO.

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

Where no Offeror responds, or no Offeror is issued a Call-up in accordance with the procedures outlined above due to none of them being able to meet the assessment criteria, the Identified User may issue a single 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 issued.

### 1.4 Contents of the Availability Confirmation Form (Annex D)

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

- a) the Call-up Period, including any options;
- b) the specific Streams, Level of Expertise, and the number of resource(s) required;
- c) the estimated level of effort required;
- d) a proposed basis of payment in accordance with the firm per diem rates attached at Annex C of the SO;
- e) the location where the required Services will be delivered;
- f) Travel and Living requirements (if applicable);
- g) the level of security clearance(s) required to carry out the required services;
- h) the contact information for the Identified User;
- i) the assessment criteria (Flexible Grid), which may include the specific areas of the Education,

- j) Certification and/or experience required;
- k) the particulars of the Statement of Work; and
- the response due date.

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

## 1.5 Response Requirements

In order to submit a response, the Offeror must complete Section C of the ACF in its entirety. The Offeror must 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 and Regulations.

- i. **Contents of Response:** The ACF 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:
  - a) the resource(s) proposed for the required Streams and Level of Expertise required, identifying the proposed resource(s) qualifications (experience, education, certifications - as applicable) in accordance with Annex A SO/SA – Streams and Categories; and
  - b) information requested to satisfy the level of security clearance required to carry out the Services.
- ii. **Response Time of Offeror:** Offerors must provide the response to the Identified User within 2 working days of the ACF's issuance (or within a longer period if identified in the ACF). Failure to provide a response within the specified time frame will be interpreted as being unable to perform the Services.
- iii. **Offeror Certification:** By submitting and signing a response to an ACF, the Offeror certifies and warrants each of the following:
  - a) Every individual proposed will be available to perform the Work starting at the time specified in the ACF or agreed to with the Identified User;
  - b) 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. During the assessment of the proposed resource, the Offeror must upon the request of the Identified User provide a copy of such written permission, in relation to any or all non-employees proposed. If the Offeror fails to comply with such a request, the Offeror's response will be considered non-responsive;
  - c) It meets the insurance requirements described in this SO (if applicable).
- iv. **Offeror Acknowledgment:** By submitting and signing a response to an ACF, the Offeror acknowledges each of the following:

- a) The Identified User has the right but is not obliged to:
  - i. seek clarification or verify any or all information provided by the Offeror with respect to the 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 a longer period as is specified in writing by Canada;
  - ii. contact any or all of the references supplied, at the sole cost of the Offeror, to validate any information or data submitted by the Offeror. The reference will have a minimum of 2 working days or a longer period as specified in writing to provide the requested information to the Identified User. Wherever information provided by a reference differs from the information supplied by the Offeror, the information supplied by the reference will be the information taken as accurate.

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

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

## 1.6 Assessment of Proposed Resources

The qualifications and experience of the proposed resource(s) will be assessed against the requirements set out in Annex A of the SA/SO "Streams and Categories". 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, at the following Internet link: <http://www.cicic.ca/indexe.stm>

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

### **1.7 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.

### **1.8. Limitation of Call-ups**

Individual Call-ups against the SO must not exceed **\$250,000.00** (applicable taxes included). The SO Authority (or their delegated representatives) may authorize the issuance Call-ups in excess of \$250,000.

## **PART C -- RESULTING CALL-UP CLAUSES**

The following clauses and conditions apply to and form part of any Call-up against the SO.

### **1. Requirement**

The Supplier must perform the work described in the Call-up, including the Statement of Work, against the SO. This includes providing professional services as and when requested by Canada to one or more locations to be designated by Canada, excluding locations in areas subject to any of the Comprehensive Land Claims Agreements.

### **2. Task Authorizations (will apply if stipulated in the ACF)**

#### **2.1 As and When Requested Task Authorizations**

The Work or a portion of the Work to be performed under the Call-up will be on an “as and when requested basis” using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Call-up. The Supplier must not commence work until a validly issued TA has been issued by Canada and received by the Supplier. The Supplier acknowledges that any work performed before such issuance and receipt will be done at the Supplier's own risk.

#### **2.2 Form and Content of Task Authorization:**

- i. The Technical Authority will provide the Supplier with a description of the task in a draft Task Authorization using the PWGSC-TPSGC 572 Task Authorization Form or DND 626 Task Authorization Form.
- ii. The draft Task Authorization will contain the details of the activities to be performed, and must also contain the following information, if applicable:
  - a) the task number;
  - b) the date by which the Supplier's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
  - c) the details of any financial coding to be used;
  - d) the Streams and the number of resources required;
  - e) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
  - f) the start and completion dates;
  - g) milestone dates for deliverables and payments (if applicable);
  - h) the level of effort required;
  - i) whether the work requires on-site activities and the location;
  - j) the language profile of the resource(s) required;
  - k) the level of security clearance required of resource(s);
  - l) the price payable to the Supplier for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Supplier demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
  - m) any other constraints that might affect the completion of the task.

## 2.3 Supplier's Response to Draft Task Authorization

Within the number of working days specified in the draft TA the Supplier must provide to the Technical Authority the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Call-up. The Supplier's quotation must be based on the rates set out in the Call-up. The Supplier will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

## 2.4 Task Authorization Limit and Authorities for Validly Issuing Task Authorizations

To be validly issued, the initial Call-up plus the cumulative value of all TAs must not exceed the Call-up limitation as set out in Part B, Paragraph 1.8 "Limitation of Call-ups", of the SO Clauses and Conditions.

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Supplier without receiving a validly issued TA is done at the Supplier's own risk. If the Supplier receives a TA that is not appropriately signed, the Supplier must notify the Contracting Authority. By providing written notice to the Supplier, the Contracting Authority may suspend the Technical Authority's ability to issue TAs at any time, or reduce the dollar value threshold. Any suspension or reduction notice is effective upon receipt.

## 2.5 Consolidation of TAs for Administrative Purposes

The Call-up may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

## 2.6 Minimum Work Guarantee

### 2.6.1 In this clause:

- i. **"Maximum Call-up Value"** means the amount specified in the **"Limitation of Expenditure"** clause set out in the Call-up (excluding **applicable taxes**); and
- ii. **"Minimum Call-up Value"** means 5% of the Maximum Call-up Value on the date the Call-up is first issued.

**2.6.2** Canada's obligation under the Call-up is to request Work in the amount of the Minimum Call-up Value or, at Canada's option, to pay the Supplier at the end of the Call-up in accordance with paragraph 2.6.3, subject to sub-article 2.6.4. In consideration of such obligation, the Supplier agrees to stand in readiness throughout the Call-up Period to perform the Work described in the Call-up. Canada's maximum liability for work performed under the Call-up must not exceed the Maximum Call-up Value, unless an increase is authorized in writing by the Contracting Authority.

**2.6.3** In the event that Canada does not request work in the amount of the Minimum Call-up Value during the Call-up Period, Canada must pay the Supplier the difference between the Minimum Call-up Value and the total cost of the Work requested.

**2.6.4** Canada will have no obligation to the Supplier under this article if Canada terminates the entire Call-up

- a) for default;
- b) for convenience as a result of any decision or recommendation of a tribunal or court that the Call-up be cancelled, re-tendered or awarded to another Supplier; or
- c) for convenience within 20 working days of Call-up award.



### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Call-up by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by PWGSC.

#### 3.1 General Terms and Conditions

[2035](#) (2016-04-04) General Conditions - Higher Complexity – Services (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/16>), apply to and form part of the Call-up.

Article 08 – Replacement of Specific Individuals is deleted and replaced with 16.2 (c) (i) below.

Article 17 - Interest on Overdue Accounts will not apply to payments made by credit cards.

With respect to Article 30 - Termination for Convenience, of General Conditions 2035, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

- 04) The total of the amounts, to which the Supplier is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Supplier must not exceed the Call-up Price.
- 05) Where the Contracting Authority terminates the entire Call-up and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Supplier under the Call-up will not exceed the greater of:
  - a) the total amount the Supplier may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Supplier as of the date of termination, or
  - b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
- 06) The Supplier will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Supplier agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

#### 3.2 SACC Manual Clauses:

[K3002C](#) (2008-05-12) - General Conditions – Modifications - Contractor to own IP: No Explicit License Rights for Canada.

[K3030C](#) (2010-01-11) - General Conditions – Modifications - License to Material Subject to Copyright.

### 4. Security Requirement

The Security Requirement (SRCL and related clauses) applicable to this Call-up is provided as attached at Annex \_\_\_\_\_ (as determined by Client/Identified User) or is identified in the Availability Confirmation Form (ACF) with the applicable SRCL.

### 5. Term of Call-up

The Work must be completed in accordance with the Call-up against the SO.

## 6. Proactive Disclosure of Contracts With Former Public Servants

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

## 7. Authorities

### 7.1 Contracting Authority *[as identified in the ACF]*

The Contracting Authority for the Call-up is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Directorate: \_\_\_\_\_  
 Division: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

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

### 7.2 Technical Authority *[To be provided at the time of Call-up award]*

The Technical Authority for the Call-up is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

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

### 7.3 Contractor's Representative *[as identified in the Offeror's Response to the ACF]*

## 8. Payment

### 8.1 Basis of Payment

*[One or more of the basis of payment options below may apply and will be specified in the ACF]*

#### 8.1.1 *[Option 1]* Professional Services provided under a Task Authorization with a Maximum Price:

For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Supplier, in arrears, up to the Maximum Price for the TA, for actual time worked and

any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in the Call-up documents, applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$ \_\_\_\_\_

**8.1.2 [Option 2] Professional Services provided with a Maximum Price:** For professional services requested by Canada, Canada will pay the Supplier, in arrears, up to the Maximum Price in the Call-up, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in the Call-up documents, applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$ \_\_\_\_\_

**8.1.3 [Option 3] Professional Services provided under a Task Authorization with a Firm Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Supplier the firm price set out in the Task Authorization (based on the firm, all-inclusive per diem rates set out in the Call-up documents), applicable taxes extra.

Estimated Cost: \$ \_\_\_\_\_

**8.1.4 [Option 4] Professional Services provided with a Firm Price:** For professional services requested by Canada, Canada will pay the Supplier the firm price set out in the Call-up (based on the firm, all-inclusive per diem rates set out in the Call-up documents), applicable taxes extra.

Estimated Cost: \$ \_\_\_\_\_

**8.1.5 [Option 5] Professional Services:** For the provision of professional services the Supplier will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out in the Call-up documents, applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$ \_\_\_\_\_

**8.2. Pre-Authorized Travel and Living Expenses** *[One of the two options below will apply as specified by the ACF]*

*[Option 1]* Canada will reimburse the Supplier for its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work and in accordance with the clause titled "Travel and Living" of the Standing Offer and which is also available at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/rfdso-sotli-eng.html>

All payments are subject to government audit.

Estimated Cost: \$ \_\_\_\_\_

Pre-Authorized Travel and Living Expenses:

*[Option 2]* Canada will not pay any travel or living expenses associated with performing the Work.

Applicable Taxes:

Estimated Cost: \$ \_\_\_\_\_

- 8.3 Additional Charges:** The Supplier acknowledges that the Call-up has been awarded as a result of a competed SO. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Supplier when responding to an ACF for the Call-up.

#### **8.4 Professional Services Rates**

If the Supplier does not respond or refuses to provide an individual with the qualifications described in the Call-up within the time described in the Call-up (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Call-up as a whole or in part or chooses to exercise any of the rights provided to it under the general conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Supplier to be fulfilled before doing further business with Canada, or full debarment of the Supplier from bidding on future requirements.

#### **8.5 Purpose of Estimates**

All estimated costs contained in the Call-up are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services are described elsewhere in the Call-up.

#### **8.6 Limitation of Expenditure**

Canada's total liability to the Supplier under the Call-up must not exceed the amount set out on page one of the Call-up, less any applicable taxes. With respect to the amount set out on page one of the Call-up, Customs duties are \_\_\_\_\_ (As stated in the ACF, either "included", "excluded" or "subject to exemption") and applicable taxes are included. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Call-up.

- i. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Supplier unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Supplier must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Supplier must notify the Contracting Authority in writing as to the adequacy of this sum when:
  - a) it is 75 percent committed, or
  - b) 2 weeks before the Call-up expiry date, or
  - c) as soon as the Supplier considers that the Call-up funds provided are inadequate for the completion of the Work, whichever comes first.
- ii. If the notification is for inadequate Call-up funds, the Supplier must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

- 8.7 Method of Payment** *[One or more of the method of payment options below may apply and will be specified in the ACF.]*

#### **8.7.1 [Option 1] Method of Payment - Single Payment**

Canada will pay the Supplier upon completion and delivery of the Work in accordance with the payment provisions of the Call-up if:

- i. an accurate and complete invoice and any other documents required by the Call-up have been submitted in accordance with the invoicing instructions provided in the Call-up;
- ii. all such documents have been verified by Canada; and
- iii. the Work performed has been accepted by Canada.

#### **8.7.2 [Option 2] Method of Payment - Monthly Payment**

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

- i. an accurate and complete invoice and any other documents required by the Call-up have been submitted in accordance with the invoicing instructions provided in the Call-up;
- ii. all such documents have been verified by Canada; and
- iii. the Work performed has been accepted by Canada.

#### **8.7.3 [Option 3] Method of Payment for Task Authorizations with a Maximum Price**

For each Task Authorization validly issued under the Call-up that contains a maximum price:

- i. Canada will pay the Supplier no more frequently than once a month in accordance with the Basis of Payment. The Supplier must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- ii. Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the Work described in the TA, all of which is required to be performed for the maximum TA price. If the Work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Call-up is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

#### **8.7.4 [Option 4] Method of Payment for Task Authorizations with a Firm Price - Lump Sum Payment on Completion**

Canada will pay the Supplier upon completion and delivery of all the Work associated with the Task Authorization in accordance with the payment provisions of the Call-up if:

- i. an accurate and complete invoice and any other documents required by the Call-up have been submitted in accordance with the invoicing instructions provided in the Call-up;
- ii. all such documents have been verified by Canada; and
- iii. the Work delivered has been accepted by Canada.

### **8.8 Time Verification**

Time charged and the accuracy of the Supplier's time recording system are subject to verification by Canada, before or after payment is made to the Supplier. If verification is done after payment, the Supplier must repay any overpayment, at Canada's request.

## **9. Reorganization of Client**

The Supplier'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 any Client (Identified User). The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

## **10. No Responsibility to Pay for Work not performed due to Closure of Government Offices**

- a) Where the Supplier, its employees, subcontractors, or agents are providing services on government premises under the Call-up 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 Supplier for work that otherwise would have been performed if there had been no evacuation or closure; and
- b) If, as a result of any strike or lock-out, the Supplier 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 Supplier for work that otherwise would have been performed if the Supplier had been able to gain access to the premises.

## **11. Invoicing Instructions**

The Supplier must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

The Supplier's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable TA numbers.

By submitting invoices, the Supplier is certifying that the services have been delivered and that all charges are in accordance with the Basis of Payment provisions of the Call-up, including any charges for work performed by sub-contractors.

The Supplier must provide the original and 2 copies of each invoice to the Technical Authority, and 1 copy to the Contracting Authority.

## **12. Certifications**

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

## **13. Applicable Laws**

The Call-up must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (insert the name of the province or territory as specified by the Offeror in its bid, if applicable.)

## **14. Insurance Requirement**

**14.1** Insurance requirement for all Categories listed in Stream 1, Stream 2, Stream 3, Stream 4 and/or Stream 5 as applicable to the offered services are set out in the SO:

**14.1.1** The Supplier is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Call-up and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Supplier is at its own expense and for its own benefit and protection. It does not release the Supplier from or reduce its liability under the Call-up.

### **14.2 Insurance requirement for Categories listed under Stream 4 and Stream 5**

**14.2.1** The Supplier must maintain the following insurance requirements for the duration of the Call-up. Compliance with the insurance requirements does not release the Supplier from or reduce its liability under the Call-up.

The Supplier is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Call-up and to ensure compliance with any applicable law. Any additional insurance coverage is at the Supplier's expense, and for its own benefit and protection.

The Supplier must forward to the Contracting Authority within ten (10) working days after the date of award of the Call-up, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Supplier must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

**14.2.2** The Supplier must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Call-up, in an amount usual for a Call-up of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Supplier's performance of the Call-up. The interest of Canada should read as follows: Canada, as represented by PWGSC.
- b) Bodily Injury and Property Damage to third parties arising out of the operations of the Supplier.
- c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Supplier and/or arising out of operations that have been completed by the Supplier.
- d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e) Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Call-up, extend to assumed liabilities with respect to contractual provisions.
- g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i) Broad Form Property Damage including Completed Operations: Expands the Property Damage



coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

- j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) calendar days written notice of policy cancellation.
- k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Call-up.
- l) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Supplier's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Supplier's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**14.2.3** The Supplier must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Call-up, in an amount usual for a Call-up of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Call-up.

The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) calendar days written notice of cancellation.



## 15. Joint Venture Supplier

The Supplier confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: *(list all the joint venture members named in the Supplier's Offer)*.

With respect to the relationship among the members of the joint venture Supplier, each member agree, represents and warrants (as applicable) that:

- a) \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Supplier and has full authority to act as agent for each member regarding all matters relating to the Call-up;
- b) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Supplier; and
- c) all payments made by Canada to the representative member will act as a release by all the members.

All the members agree that Canada may terminate the Call-up in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the work in any way.

All the members are jointly and severally or solidarily liable for the performance of the entire Call-up.

The Supplier acknowledges that any change in the membership of the joint venture (i.e. a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject of the assignment provisions of the General Conditions.

Note to Offeror: this article will be deleted if the offeror awarded the Call-up is not a joint venture. If the offeror is a joint venture this clause will be completed with the data provided in its ACF Response.

## 16. SACC Manual Clauses

The following clauses set out in the SACC Manual will form part of the Call-up:

Number	Date	Description
C0705C	2010-01-11	Discretionary Audit
A9062C	2011-05-16	Canadian Forces Site Regulations
C2000C	2007-11-30	Taxes - Foreign Based Contractors
A9117C	2007-11-30	T1204 - Direct Request
C0711C	2008-05-12	Time Verification
B9028C	2007-05-25	Access to Facilities and Equipment
A9068C	2010-01-11	Government Site Regulations
A9131C	2014-11-27	Controlled Goods Program [Will apply if stipulated in the ACF]
A2000C	2006-06-16	Foreign Nationals (Canadian Contractor) [This clause or the one that follows will apply]
A2001C	2006-06-16	Foreign Nationals (Foreign Contractor)

## 17. Professional Services

### 17.1 Requirement for Training and Familiarization

Any training required by personnel to perform specific assignments will be on the Supplier

time and expense. Canada will not provide technology training. Canada will, wherever possible, provide standards, policies, guidelines and appropriate documentation to describe how the application systems are designed and configured, as well as other assistance needed to help the Supplier's personnel to work on application systems.

## 17.2 Professional Services - General

- a) The Supplier must provide professional services on request as specified in this Call-up. All resources provided by the Supplier must meet the qualifications described in the Call-up (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Call-up.
- b) If the Supplier fails to deliver any deliverable or complete any task described in the Call-up on time, in addition to any other rights or remedies available to Canada under the Call-up or the law, Canada may notify the Supplier of the deficiency, in which case the Supplier must submit a written plan to the Technical Authority within 10 working days detailing the actions that the Supplier will undertake to remedy the deficiency. The Supplier must prepare and implement the plan at its own expense.
- c) In General Conditions 2035, the Article 8 titled "Replacement of Specific Individuals" is deleted and the following applies instead:
  - i. if the Supplier is unable to provide the services of any specific individual identified in the Call-up to perform the services, the Supplier must within 5 working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within 10 working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
    - a) the name, qualifications and experience of a proposed replacement immediately available for Work; and
    - b) security information on the proposed replacement as specified by Canada, if applicable.

Any assessment of the information provided will occur as per (ii) (b) below.

- ii. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Call-up to provide services has not been provided or is not performing, the Contracting Authority may elect to:
  - a) exercise Canada's rights or remedies under the Call-up or at law, including terminating the Call-up for default under Article titled "Default of the Supplier", or
  - b) assess the information provided under (c) (i) above or, if it has not yet been provided, require the Supplier propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (a) above, or require the Supplier to propose another replacement within 5 working days' notice.

Where an Excusable Delay applies, Canada may require (c) (ii) (b) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Call-up or project (including those for the Crown) being performed by the Supplier or any of its affiliates.

The Supplier must not, in any event, allow performance of the Work by unauthorized

replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Supplier must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Supplier from its responsibility to meet the requirements of the Call-up.

- iii. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

## **18. Supplier Furnished**

The Supplier must furnish the following at no additional cost to the Call-up:

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

## **19. Timely Problem Identification**

The Supplier must immediately advise the Contracting and Technical Authorities in writing of any and all situations or difficulties that the Supplier considers will have a significant impact upon the scope of the Work, expected technical achievement, delivery schedule, person-power or cost to Canada.

Notwithstanding the submission of any such report, the Supplier remains responsible for the completion of the Work in accordance with the terms of the Call-up.

- a) Such reports must include proposed detailed remedial action plans to resolve or alleviate the identified situations or difficulties. The plans must set out the Supplier's detailed estimates of any increase in time, consultants and cost to effect such plans. Such plans must include all reasonable options for consideration by Canada plus the costs and consequences to Canada of taking no remedial action and must also provide a reasonable amount of time for Canada to review these options and obtain any necessary funding authorization.
- b) The Supplier will be prohibited from claiming for any additional costs incurred in remedying a problem not reported as described above in a timely fashion, and will be required to remedy such problems at its own expense.

## **20. Representations and Warranties**

The Supplier made statements regarding its own and its proposed resources' experience and expertise in its ACF Response that resulted in the award of the Call-up and if applicable the issuance of Task Authorizations (TAs). The Supplier represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Call-up and if applicable adding work to it through TA's. The Supplier also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Call-up period they will have, the

skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Call-up, and that the Supplier (and any resources or subcontractors it uses) has previously performed similar services for other customers.

## **21. Access to Canada's Property and Facilities**

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Supplier. If the Supplier would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Call-up, Canada has no obligation to provide any of these to the Supplier. If Canada chooses, in its discretion to make its property facilities, equipment, documentation or personnel available to the Supplier to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

## **22. Transition Period**

The Supplier acknowledges that the nature of the services provided under the Call-up requires continuity and that a transition period may be required at the end of the Call-up. The Supplier agrees that Canada may, at its discretion, extend the Call-up by a period of up to 3 months under the same conditions to ensure the required transition. The Supplier agrees that, during the extended period of the Call-up, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Supplier of the extension by sending a written notice to the Supplier at least 10 calendar days before the Call-up expiry date. The extension will be evidenced for administrative purposes only, through a Call-up amendment.

## **23. Identification Protocol Responsibilities**

The Supplier will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Supplier's Representatives) complies with the following self-identification requirements:

- a) Supplier Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if an individual is not a permanent employee of the Supplier prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Supplier permanent employee;
- b) During the performance of any Work at a Government of Canada site, each Supplier Representative must be clearly identified at all times as being a Supplier Representative;
- c) If a Supplier Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Supplier in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation;
- d) If Canada determines that the Supplier is in breach of any obligation stated in this Article, upon written notice from Canada the Supplier must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Supplier will have 5 working days to deliver the action plan to the Client and the Contracting Authority, and 20 working days to rectify the underlying problem; and
- e) In addition to any other rights it has under the Call-up, Canada may terminate the Call-up for default if the corrective measures required of the Supplier described above are not met.

**Annex C**  
Qualified Categories and Rates

Annex C to Component III (SO): Qualified Categories and Rates  
Annex C to Component III will be attached to the Standing Offer upon award.