



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

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

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

Title - Sujet CAITS Training	
Solicitation No. - N° de l'invitation E60ZH-140001/B	Amendment No. - N° modif. 003
Client Reference No. - N° de référence du client E60ZH-140001	Date 2017-01-24
GETS Reference No. - N° de référence de SEAG PW-\$\$ZH-124-30670	
File No. - N° de dossier 124zh.E60ZH-140001	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-02-14	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bouchard, Suzy	Buyer Id - Id de l'acheteur 124zh
Telephone No. - N° de téléphone (873) 469-3963 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

The purpose of this amendment is to:

- 1) Provide answers to supplier's questions relating to this solicitation as detailed in Section A; and
- 2) Amend the solicitation as per Section B.

SECTION A

Set 3 of Questions and Answers

Question 22

In Attachment 2 to Part 4 under Section 4 - Various Percentage Discount

In this table the percentage varies by subjects, brands or others - the percentage will therefore be different by courses which is different from Section 2 - Applicable Percentage Discount. Is this a general percentage discount and the one in section 4 is a discount that will apply if different from section 2.

Answer 22

In section 4, the percentage discount of a course will be different from the subject and/or the brand of the course, not from specific course. Bidders should only insert subjects and/or brands, if the percentage of discount is greater than the "Applicable Percentage Discount" set out in Part 2.

In Section 2, the bidder must offer a minimum Applicable Percentage Discount of 10% to all the courses included in the Subject and/or Brand identified in Section 3.

Question 23

The General Conditions 2010 (2016-04-04), General Conditions – Professional Services (Medium Complexity) are specified as applying and forming part of the resultant contract. These General Conditions include a Copyright section, which states, "the Contractor must provide Canada, at the completion of the Work...a written permanent waiver of moral rights...from every author that contributed to the Work." - Please confirm whether this section is applicable to the training services and associated course materials to be provided under this Bid Solicitation?

Answer 23

Canada confirms that this section is not applicable. See modification section B.

Question 24

Section 6B "Resulting Contract Clauses," Subsection 2.1 General Conditions references that "2035 (2016-04-04), General Conditions – Higher Complexity – Services" are to apply and form part of the contract. Section 6A, Subsection 11.0 specifies "the general conditions 2010 (2016-04-04), General Conditions – Professional Services (Medium Complexity), apply to and form part of the Contract." Section 7A, Subsection 3.1 specifies "2020 (2016-04-04) General Conditions – Supply Arrangement – Good or Services, apply to and form part of the Supply Arrangement." – Can you please clarify when each will apply? Can you please clarify when each will apply?

Answer 24

2010C (2016-04-04), General Conditions, Services (Medium Complexity), apply to and form part of the Contract awarded using the Standing Offer. 2020 (2016-04-04) General Conditions apply to and form part of the Supply Arrangement. See modification section B.

Question 25

The 2035 (2016-04-04), General Conditions – Higher Complexity – Services include a "Copyright" section (Section 20 specifically). This section details that "Materials" are "anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists." – Please confirm it is not Canada's intent for this Solicitation to involve Contractor creating any such "Materials" since it is for Commercially Available IT Training Services.

Answer 25

Canada confirms that this section is not applicable and the Contractor won't be involved in creating "Materials".

Question 26

All of our courses are customizable and delivered at the client's location (we do not supply training at our location, only the client's site). Our pricing varies based on number of participants and customization, so we do not publish pricing on our website. We provide courses at the client's request, so we do not have 6 months of upcoming courses. Therefore, we do not have dates or location of courses on our website – will this exclude us from the S/O? Is this S/O meant to replace the S/O associated with Microsoft Office Training?

Answer 26

Mandatory Requirement MT2 and MF1 would not be met, therefore your bid would be non-responsive. These Standing Offers will replace all Standing Offers issued by PWGSC for CAIT Training.

Question 27

Please confirm which province's applicable laws are the default for this Solicitation, as it appears that one section denotes the Province of Quebec, whilst another denotes the Province of Ontario.

Answer 27

The default is Ontario.

Question 28

Are you able to provide more detail as to how a supplier's financial offer may be modified?

Answer 28

Additional information will be provided to Offerors after Standing Offers issuance.

Question 29

In MF1, are the stated discounts the only discount options available for suppliers to offer, or can other supplier-derived discount percentages be offered?

Answer 29

Yes, this is the only discount options available (with the exception of discounts above 25%).

SECTION B

At COMPONENT II - STANDING OFFER AND RESULTING CONTRACT CLAUSES

PART 6A. STANDING OFFER

At Article 11.0 Priority of Documents

DELETE item (d)

REPLACE BY:

(d) the general conditions 2010C (2016-04-04), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

At Part 6B. RESULTING CONTRACT CLAUSES,

DELETE Sub-article 2.1 General Conditions in its entirety

REPLACE BY:

2010C (2016-04-04), General Conditions – Medium Complexity - Services, apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2016-04-04), General Conditions – Higher Complexity, Services will not apply to payments made by credit cards.

COMPONENT III - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

PART 7C. RESULTING CONTRACT CLAUSES

At 1.0 General

DELETE item (b)

REPLACE BY:

(b) **MC** (for medium complexity requirements), general conditions **2010C** will apply to the resulting contract;

At ANNEX A, STATEMENT OF REQUIREMENT (Under the SA and SO)

At Article 4.1 Contractor's Website

DELETE:

"In order to offer classroom training in the region of Quebec, New Brunswick and the National Capital Region, the Contractor's website must meet the minimum requirement below:

As per the following link: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/offlang/chap5_101-eng.asp, the website must be available in both languages (English and French) in the region of Quebec, New Brunswick and in the National Capital Region."

REPLACE BY:

"In order to offer classroom training in the region of Quebec, New Brunswick and the National Capital Region, the Contractor's website must meet the minimum requirement below:

As per the following link: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/offlang/chap5_101-eng.asp, the website must be available in English and in both languages (English and French) in New Brunswick, Montreal Metropolitan area and in the National Capital Region and in French in the region of Quebec and Quebec Metropolitan area."

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED